

Privacy Policy

TrustPortal Solutions Limited

Last updated: 22 October 2026

1. Introduction

TrustPortal Solutions Limited ("TrustPortal", "we", "us" or "our") is committed to protecting personal information and handling it responsibly, securely and transparently.

This Privacy Policy explains how personal information is collected, used, shared, retained and protected when individuals visit our website, register for a product, request a free trial, purchase or maintain a subscription, or communicate with us.

Scope of this Policy

This Privacy Policy applies to:

- the TrustPortal website (www.trustportal.org);
- enquiries, product registrations and communications with us; and
- limited-time free trials of TrustPortal products, including the online purchase and billing administration of subscriptions made through our website.

It does not govern the provision of TrustPortal's paid-for services. Personal data processed in connection with paid-for services is subject to the specific contract, Data Processing Agreement and other terms agreed with each customer, including, where applicable, EU data protection regulations such as the EU General Data Protection Regulation.

We process personal information in accordance with applicable UK data protection legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), each as amended, including by the Data (Use and Access) Act 2025.

2. Who We Are

TrustPortal Solutions Limited

Company registration number: 10559389

Registered office: 32 Paradise Road, Richmond, England, TW9 1SE

ICO registration number: [●]

Website: www.trustportal.org

Email: sales@trustportal.org

TrustPortal generally acts as a data controller for personal information processed for its own website operations, business communications, product registrations and subscription administration.

Where TrustPortal processes customer-controlled personal data under a paid enterprise agreement, it generally acts as a data processor on behalf of the customer, subject to the applicable contractual terms and Data Processing Agreement (DPA). In that case, the customer's own privacy notice explains how that personal data is used.

Data protection contact: Michelle Sims is TrustPortal's point of contact for data protection matters. She can be contacted at our registered office (32 Paradise Road, Richmond, England, TW9 1SE) or at sales@trustportal.org.

3. Information We Collect

Depending on how individuals interact with TrustPortal, we may process:

- Business contact information, including names, business email addresses, telephone numbers, job titles and organisation details.
- Information submitted through website contact forms and product enquiries.
- Product registration and free-trial account information, including login credentials (stored in protected form).
- Technical information necessary for website and account security, such as IP addresses, browser and device information, and sign-in records.
- Product usage information, limited to login, session and error information, used to operate, secure and support the platform.
- Subscription details, billing information, payment confirmations, transaction identifiers, renewal dates and payment status information received through Wix or Stripe.
- Business correspondence and support communications.

TrustPortal does not directly collect or store customers' full payment card details.

Where we obtain information

Most information is provided directly by individuals or their organisations. We also receive information from:

- **Wix**, in connection with website use and subscription purchases;
- **Stripe**, in connection with payments, renewals and payment status.

We do not currently obtain information about individuals from lead-enrichment or third-party business-data providers.

Whether providing information is required

Providing information is generally voluntary. However, certain information is required to register for a free trial or to purchase and administer a subscription (for example, contact and billing details). Without it, we cannot provide the relevant product or service.

4. How We Use Personal Information and Our Lawful Bases

We process personal information only where an appropriate lawful basis exists. The table below sets out our main purposes and the lawful basis we rely on for each.

Purpose	Lawful basis
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Responding to enquiries and demonstration requests	Legitimate interests (responding to business enquiries)
Registering and administering product accounts and free trials	Contractual necessity; legitimate interests
Providing product information and technical support	Contractual necessity; legitimate interests
Establishing, administering and maintaining paid subscriptions	Contractual necessity
Processing recurring payments and renewals	Contractual necessity
Sending renewal notices, payment reminders and failed-payment notifications	Contractual necessity; legitimate interests
Maintaining billing, transaction and accounting records	Legal obligation
Protecting the security and operation of our website and services	Legitimate interests (security and fraud prevention)
Qualifying business enquiries, including automated lead qualification	Legitimate interests (efficient commercial follow-up)
Sending marketing communications	Consent, or legitimate interests where PECR permits (see Section 11)
Setting non-essential website cookies	Consent
Meeting legal and regulatory obligations	Legal obligation

Contractual necessity applies where processing is required to enter into or perform a contract with an individual.

Legitimate interests apply where processing supports lawful business activities, provided individuals' rights and interests do not override those interests. Individuals may object to processing based on legitimate interests (see Section 16).

Legal obligation applies where information must be processed to meet legal, regulatory, tax or accounting requirements.

Consent may be withdrawn at any time without affecting processing already lawfully undertaken.

5. Product Registration and Free Trials

TrustPortal may offer product registrations, demonstrations and free trials before a paid commercial agreement is established.

All free trials are subject to TrustPortal's **General Terms and Conditions for Free Trial**.

Free-trial environments are intended solely for product evaluation and testing and must not be used to upload, store or process personal data, commercially sensitive information, confidential business information, financial records, security credentials, live production data or any other sensitive or restricted information.

Only synthetic, appropriately anonymised or other non-sensitive information may be used, subject to the applicable General Terms and Conditions for Free Trial.

If we become aware that personal data or other restricted information has been uploaded to a free-trial environment, we may delete it without notice and will inform the trial account holder where appropriate.

Free-trial environments and all associated user-submitted trial data will be securely deleted within 30 days following the end of the free-trial period, unless the trial has been converted into an active paid subscription before expiry.

Where a free trial is converted into a paid subscription, trial content that complies with the General Terms and Conditions for Free Trial (such as workflow configurations and synthetic test data) may be retained in accordance with the applicable paid subscription agreement and data processing arrangements.

TrustPortal may retain limited registration, business contact, account administration and security information as described in Section 15.

6. Customer Data and Paid Contractual Processing

TrustPortal does not authorise the submission or processing of customer-controlled personal data within its software platforms unless an appropriate paid contractual agreement and applicable data processing arrangements are in place.

Where such arrangements exist:

- The customer generally acts as the data controller.
- TrustPortal generally acts as the data processor.
- Processing is carried out in accordance with documented customer instructions.
- Applicable contractual, technical and organisational safeguards govern the processing.
- Data retention, deletion and other processing responsibilities are addressed in the relevant agreements.
- A list of sub-processors is available to customers on request or through the applicable DPA.

This Privacy Policy does not replace the contract or Data Processing Agreement applicable to paid-for services and customer-controlled data, which may include obligations under EU data protection regulations where applicable.

7. Cookies and Similar Technologies

Website

The TrustPortal website is operated using Wix. Wix uses cookies and similar technologies to support essential website functionality, security, session management and subscription purchasing.

Non-essential cookies are only set with consent. Visitors can accept, reject or change their cookie preferences at any time through the cookie consent controls on our website. Details of the specific cookies used, their purposes and durations are set out in our cookie information, available at [●: link to cookie notice].

Software products

Our software products use strictly necessary cookies or similar browser storage to keep users signed in and

to secure sessions. These are not used to store customer-controlled business data or for advertising or tracking purposes.

8. Subscription Purchases, Recurring Payments and Subscription Management

Customers may purchase paid subscriptions to TrustPortal products through our website. Wix manages the initial subscription purchase process and hands customers over to Stripe for secure payment processing.

Information processed

During purchase and throughout an active subscription, relevant information may be processed, including:

- Customer name and business contact details;
- Organisation and billing information;
- Subscription plan and purchase details;
- Payment, transaction and renewal information.

TrustPortal may receive and retain limited subscription information from Wix or Stripe, including customer identifiers, transaction references, billing details, subscription status, payment confirmation and renewal information.

Stripe processes payment information in accordance with its own privacy terms and may retain payment credentials or payment method information necessary to facilitate authorised recurring payments. TrustPortal does not directly collect or store customers' full payment card details.

How it is used

TrustPortal, Wix and Stripe may retain and process relevant customer, subscription, billing and transaction information for the duration of an active subscription and, where necessary, following its termination. As applicable to each provider's role, this information may be used to:

- Maintain and administer active subscriptions;
- Process recurring monthly or other periodic subscription payments;
- Manage automatic subscription renewals;
- Issue invoices, receipts and payment confirmations;
- Notify customers of upcoming or outstanding subscription fees, failed payments or overdue balances;
- Update subscription and payment status;
- Manage changes to subscription plans, billing details and payment arrangements;
- Support payment retries, cancellations, refunds and billing enquiries;
- Maintain financial records and comply with legal, accounting and tax obligations.

Cancellation or termination of a subscription does not necessarily require immediate deletion of information that must lawfully be retained. Retention periods are set out in Section 15.

Subscription communications

Customers may receive operational communications relating to their subscriptions, including payment confirmations, renewal notifications, invoices, reminders of fees due, failed-payment alerts and subscription changes. These communications are necessary for subscription administration and are separate from

optional promotional marketing.

Further information about Stripe's processing of personal information is available at:

<https://stripe.com/gb/privacy>

9. Automated Lead Qualification

TrustPortal may use automated systems, including AI-assisted technologies, to evaluate business enquiries, product registrations and prospective customer engagement.

This may involve processing business contact information, organisation details, stated product interests and relevant website or trial engagement information. We do not currently use third-party data-enrichment sources for this purpose.

We use this information to respond efficiently to enquiries, identify appropriate products and services, and prioritise commercial follow-up.

No decisions that produce legal or similarly significant effects for individuals are made solely by automated means. Automated outputs are used only to prioritise follow-up, and a member of our team reviews enquiries before any commercial decision is taken.

Automated lead qualification does not authorise TrustPortal to access or process customer-controlled private records or production datasets.

We rely on legitimate interests for this processing. Individuals may object to it at any time (see Section 16).

10. Product Integrations and Marketplaces

Where TrustPortal products are obtained through, or connected to, third-party platforms or marketplaces (for example, workflow automation marketplaces), we may receive limited information from those platforms, such as account identifiers, organisation details and installation or usage status, in order to provide and support the product. The relevant platform's own privacy terms also apply to information processed by that platform.

11. Marketing Communications

TrustPortal may contact business representatives about relevant products, services, events and developments where permitted under UK GDPR and PECR.

- **Corporate subscribers** (for example, employees using a business email address of a limited company or similar organisation) may receive relevant business-to-business marketing on the basis of our legitimate interests, with a simple way to opt out in every message.
- **Individual subscribers**, including sole traders and certain partnerships, will only receive electronic marketing with prior consent, or where they are an existing customer and have been given the opportunity to opt out of similar products and services.

Individuals may unsubscribe from promotional communications at any time using the unsubscribe instructions provided or by contacting sales@trustportal.org.

Service-related communications necessary for account administration, security, payment collection, renewal reminders, subscription management or billing are distinguished from optional marketing

communications.

12. Sharing Personal Information

TrustPortal may share limited personal information with service providers where necessary to operate its business, including:

- **Wix:** Website hosting, initial subscription purchasing and relevant subscription administration functionality.
- **Stripe:** Secure payment processing, recurring payments, billing administration and related transaction services.
- **Zendesk:** Customer support ticketing and support communications.
- **Pipedrive:** Customer relationship management and sending business emails, including outbound sales and marketing emails.
- IT infrastructure, hosting, security and communications providers.
- Professional advisers and relevant service providers.
- Regulatory authorities where legally required.

TrustPortal, Wix and Stripe may each retain information appropriate to their respective services and legal obligations.

Where a third party acts as a processor on TrustPortal's behalf, appropriate contractual safeguards apply. Where a provider acts as an independent controller for particular processing activities (for example, Stripe for certain fraud-prevention and regulatory purposes), its own privacy information and legal obligations also apply.

TrustPortal does not sell personal information to third parties.

13. International Data Transfers

Some service providers process personal information outside the United Kingdom, including:

- **Wix**, which may process information in Israel and the United States;
- **Stripe**, which may process information in the European Economic Area and the United States;
- **Zendesk**, which may process information in the United States and the European Economic Area;
- **Pipedrive**, which may process information in the European Economic Area and the United States.

The TrustPortal platform may be hosted in the United Kingdom, the United States, the European Economic Area or other regions, depending on contractual requirements. For paid customers, the hosting location is agreed in the applicable contract and Data Processing Agreement.

Where international transfers are subject to UK data protection transfer restrictions, TrustPortal relies on an applicable lawful transfer mechanism, such as UK adequacy regulations (including those covering the EEA and Israel), the UK Extension to the EU-US Data Privacy Framework for certified US organisations, the International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses, together with supplementary safeguards where required.

Further information about applicable safeguards may be requested by contacting sales@trustportal.org.

14. Data Security

TrustPortal implements appropriate technical and organisational measures to protect personal information against unauthorised access, disclosure, alteration, accidental loss and destruction.

Access to personal information is limited to authorised individuals and service providers with a legitimate requirement.

Payment card information entered into Stripe's payment environment is handled by Stripe and is not stored by TrustPortal.

No internet-based system can be guaranteed to be completely secure, but we take proportionate steps to protect information under our responsibility.

15. Data Retention

We retain personal information only for as long as necessary for the purposes for which it was collected, subject to applicable legal, accounting, security and contractual requirements. When information is no longer required, we securely delete or anonymise it.

Information	Retention period
Business enquiries and sales leads	Up to 24 months from the last meaningful interaction, unless a customer relationship is established
Free-trial environments and trial content	Securely deleted within 30 days following trial expiry, unless converted into an active paid subscription before expiry
Free-trial registration and account information	Up to 24 months after the trial ends, unless converted into a paid subscription
Active subscription account, billing and transaction information	For the duration of the subscription
Billing, invoice and transaction records after a subscription ends	6 years from the end of the financial year in which the subscription ends, to meet accounting and tax obligations
Support correspondence	Up to 3 years after the issue is closed
Security and access logs	Up to 12 months, unless needed to investigate an incident
Marketing suppression records (unsubscribe requests)	For as long as needed to ensure we do not contact the individual again

Information may be kept for longer where necessary to establish, exercise or defend legal claims, or where required by law.

Wix and Stripe maintain their own retention arrangements in accordance with their respective services, legal obligations and privacy terms.

Individuals may request further information about retention by contacting sales@trustportal.org.

16. Your Data Protection Rights

Subject to applicable legal conditions and exemptions, individuals have rights including:

- Access to their personal information;
- Correction of inaccurate information;
- Erasure in certain circumstances;
- Restriction of processing;
- Objection to processing based on legitimate interests, and to direct marketing at any time;
- Data portability where applicable;
- Withdrawal of consent where processing relies on consent;
- Rights relating to automated decision-making;
- The right to complain to TrustPortal and to the regulator (see Section 19).

Requests may be submitted to sales@trustportal.org.

We will respond within the timeframes required by law, normally within one month, subject to permitted extensions. When responding to access requests, we carry out a reasonable and proportionate search for the information requested.

Certain information may need to be retained notwithstanding an erasure request where a lawful retention obligation or applicable exemption exists.

17. Children's Privacy

TrustPortal's website and products are intended for organisations and professional users. They are not directed at children, and we do not knowingly collect children's personal information.

18. Third-Party Websites

Our website may contain links to external websites or services. TrustPortal is not responsible for the privacy practices of third parties operating independently of us. Users should review the privacy information provided by those organisations.

19. Complaints

If you have concerns about how TrustPortal handles your personal information, you have the right to complain to us. Please email sales@trustportal.org, marked for the attention of Michelle Sims, with "Data protection complaint" in the subject line, or write to us at the address in Section 21.

When we receive a complaint, we will:

- acknowledge it within 30 days of receipt;
- take appropriate steps to investigate it without undue delay, including asking for further information where needed;
- keep you informed of progress; and
- tell you the outcome without undue delay.

You also have the right to complain to the UK data protection regulator, the Information Commissioner's

Office (ICO) (becoming the Information Commission), at any time:

Website: <https://ico.org.uk>

Telephone: 0303 123 1113

Address: Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

20. Changes to This Policy

We may update this Privacy Policy to reflect changes in our services, technologies, business practices or legal obligations.

The latest version will be published on our website with an updated revision date. Where required, we will notify affected individuals of material changes.

21. Contact Details

TrustPortal Solutions Limited

32 Paradise Road
Richmond
England
TW9 1SE

Email: sales@trustportal.org

Website: www.trustportal.org

Company registration number: 10559389

ICO registration number: [●]

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