

Novi Privacy Notice

Privacy information for authorised users of the Novi educational platform

Version 1.0 Effective: 29 August 2026

This Notice describes the personal data processed in connection with the Novi educational platform, the purposes for which it is processed, the parties involved in processing it, and the rights available to users. It is addressed to Novi administrators, school administrators and teachers who are authorised to use the platform.

This Notice is a separate transparency document and does not form part of the Novi Terms and Conditions.

1. Controller

The Service is provided and operated by ctc Health Sàrl, which acts as data controller for the processing described in this Notice and is responsible for responding to enquiries and to requests made under Section 9.

Entity	ctc Health Sàrl (CHE-498.227.003)
Registered address	Route de Chêne 5, 1207 Genève, Switzerland
General contact	contact@ctchealth.ch
Privacy contact	support@ctchealth.ch

The educational programme

Lesson materials and course content used with the platform are supplied or commissioned by the Novi project, operated by Novi Education PTE Ltd, a company established in Singapore. The Novi project administers the educational programme, and its authorised personnel may access platform information for that purpose.

2. Categories of Personal Data

2.1 Account and access data

Account data is limited to what is necessary to provide access to the platform. The following are stored for each authorised user:

- name;
- email address;
- the school or organisation with which the user is associated;
- the user's role on the platform, such as teacher or school administrator;
- account status, and the date of the most recent sign-in;
- authentication credentials, which are held by the authentication provider identified in Section 4 and are not stored in the platform database.

No other account information is collected. In particular, no telephone number, postal address, date of birth, payment details, identity-document details or government identifier is requested or stored, and no special categories of personal data within the meaning of Article 9 of the General Data Protection Regulation are sought.

2.2 Source of account data

A user's **name and email address are provided by the administrator who issues the invitation** to the platform, together with the role and school to be assigned. They are not obtained from the user. On accepting the invitation the user sets a password, which is held by the authentication provider identified in Section 4. The remaining account fields, such as account status and the date of the most recent sign-in, are generated by the platform in the course of operating the account.

2.3 Voice conversation data

Certain lessons include an AI tutor with which a user may hold a spoken conversation about the lesson material. Not all lessons include one, and use of the tutor is optional.

Where a conversation takes place, the following are processed:

- the user's speech, as audio;
- a written transcript of the conversation;
- the responses generated by the AI tutor;
- technical information relating to the session, including its duration and the IP address from which it was made.

2.4 Records of platform activity

Records of activity on the platform are generated for security and diagnostic purposes. These include the IP address from which the platform is accessed and details of the requests made.

Speech is not used to identify any user, and no analysis of speech or of conversation content is carried out for the purpose of inferring emotion, mood or personal characteristics.

3. Purposes and Legal Bases

Processing	Purpose	Legal basis
Account creation and administration	Providing authorised users with access to the platform, and enabling schools to manage access for their own staff	Legitimate interests in providing the Service arranged with the user's school
Authentication	Verifying the identity of the user and protecting the platform against unauthorised access	Legitimate interests in the security of the Service
Authorisation and permissions	Ensuring that each user has access appropriate to their role	Legitimate interests in the correct operation of the Service
Voice conversation with the AI tutor	Providing the conversational functionality where the user chooses to use it	Legitimate interests in providing the Service
Retention of account data following deactivation	Enabling a returning user's account and progress to be reinstated without loss	Legitimate interests in continuity of service
Operational and security logging	Operating the Service, investigating faults and detecting misuse	Legitimate interests in the security and reliability of the Service
Usage and cost monitoring	Measuring use of the AI tutor and monitoring and forecasting the cost of providing it	Legitimate interests in the management of the Service

Where processing is based on legitimate interests, an assessment has been carried out of whether those interests are outweighed by the interests and rights of users. Users may object to processing on this basis, as set out in Section 9.

Personal data is not processed for advertising purposes. No profiling of users is carried out. Personal data is not sold or otherwise made available for consideration.

4. Recipients

Service providers are engaged to operate the platform. Each processes personal data only on CTCHealth's instructions and is subject to contractual obligations governing the protection and permitted use of that data.

Function	Place of processing
Hosting of the platform, its database and its files	Europe
Authentication, including credential storage and the sending of account and password emails	United States
Voice AI processing, comprising speech recognition, response generation and speech synthesis	United States

In addition, the Novi project accesses platform information from Singapore for the purposes described in Section 1.

The identity of the individual providers engaged for each function will be supplied on request to the privacy contact given in Section 1.

Recording of conversations

Conversations with the AI tutor are recorded. Recordings, transcripts and associated technical records are held by the voice AI provider in the United States and are deleted automatically after **14 days**. They are not stored in the Novi platform. The transcript displayed on screen during a conversation is retained only for the duration of that conversation and is discarded when the conversation ends.

Under the terms in force, the voice AI provider is permitted to use conversation content for the purpose of maintaining and improving its own service. It is not permitted to disclose that content to other providers for the purpose of training those providers' own AI models.

5. Transfers Outside the European Economic Area

The platform, its database and its stored files are hosted exclusively in Germany. All infrastructure operated for the Service is located there, and **no personal data is stored outside the European Union**. Content delivery to users in Europe is served from European edge locations. The platform is operated and supported from Switzerland, which the European Commission has determined provides an adequate level of protection for personal data.

Personal data is processed outside the European Economic Area in the following cases:

- **The United States** — the authentication provider and the voice AI provider identified in Section 4. These transfers are made under Standard Contractual Clauses approved by the European Commission, or under an equivalent approved transfer mechanism.
- **Singapore** — authorised personnel of the Novi project access platform information in order to administer the educational programme.

A copy of the safeguards relied upon will be provided on request to the privacy contact given in Section 1.

6. Retention

Category	Retention
Account data and associated progress	Retained for as long as the account remains active. Where an account is deactivated, the account and its associated progress are retained so that access and progress may be restored should the user return, and are deleted upon request.
AI tutor recordings and transcripts	14 days, after which they are deleted automatically
Records of platform activity	Up to 30 days
Database backups	7 days

Account data is therefore retained until deletion is requested. A request for deletion may be made at any time, by any user, using the contact details in Section 13, and is given effect as described in Section 9. Retention may be extended beyond a deletion request only where required by applicable law or where necessary for the establishment, exercise or defence of legal claims.

7. Interaction with an AI System

The AI tutor is an artificial intelligence system and not a natural person. Users are informed of this within the platform before a conversation begins, and the tutor states it at the outset of each conversation. The voice used by the tutor is synthetically generated. The tutor's persona, including its name, image and voice, is not derived from any identifiable individual.

Responses generated by the AI tutor may contain errors, omissions or outdated information. The tutor is provided to support the lesson material and is not a substitute for professional judgement, teacher oversight or authoritative educational sources.

Users are asked not to disclose personal or sensitive information during a conversation with the AI tutor. Identification is not required in order to use the tutor, and information concerning the user, their students, their colleagues or their family should not be provided unless it is genuinely necessary for the activity. This applies in particular to information concerning health, beliefs or other private matters.

The AI tutor does not assess, grade or evaluate users or their students, and does not make any decision concerning them.

8. Absence of Automated Decision-Making

No decision producing legal effects or similarly significant effects is taken in respect of any user by automated means alone. The platform does not score, rank, assess or profile users, and the AI tutor does not evaluate teaching performance or student attainment.

9. Rights of Data Subjects

Users are entitled, in accordance with the General Data Protection Regulation, to:

- **obtain confirmation** as to whether personal data concerning them is processed, and to obtain a copy of that data (Article 15);
- **request rectification** of inaccurate or incomplete personal data (Article 16), as described below;
- **request erasure** of personal data (Article 17);
- **request restriction** of processing (Article 18);
- **object to processing** carried out on the basis of legitimate interests (Article 21);
- **receive personal data in a portable format**, where that right applies (Article 20); and
- **lodge a complaint** with a supervisory authority.

Requests should be addressed to the privacy contact given in Section 1. A response will be provided within one month of receipt, in accordance with Article 12(3).

Given the limited scope of the account data described in Section 2.1, a request for access can ordinarily be answered in full and without difficulty.

Rectification

A user's name and email address are supplied by the inviting administrator rather than by the user, and the platform does not currently provide a facility by which a user or an administrator may amend them. A correction is accordingly given effect by CTCHealth on request: a user who finds that their name or email address is recorded incorrectly should contact the privacy contact given in Section 1, and the record will be corrected. Where an invitation has been issued to an incorrect address and has not yet been accepted, it may instead be cancelled and reissued to the correct address by the administrator who issued it.

Erasure

Where an account is removed through the platform's administrative functions, it is deactivated rather than erased, so that access and progress may be restored should the user return. Deactivation is not erasure, and the account data continues to be held.

Where a valid request for erasure is received, permanent deletion of the account and of the associated personal data is carried out, including with the service providers identified in Section 4, and confirmation is provided to the requesting user on completion. A user who wishes their personal data to be erased rather than retained should make that request using the contact details in Section 13.

10. Provision of Personal Data

Name, email address, school association and role are necessary for the creation of an account. Where these are not provided, access to the platform cannot be granted.

Use of the AI tutor is optional. Where a user chooses not to use it, the lesson material remains available and no conversation data is processed.

11. Students and Minors

The current version of the Service is intended for authorised Novi administrators, school administrators and teachers. It is not intended for direct use by students, and student accounts are not provided.

Where the AI tutor is used in the presence of a class, voices within range of the microphone may be captured by the session audio and retained for the period stated in Section 6. This should be taken into account in determining how and where the tutor is used.

Should the Service be extended to students or minors, this Notice will be revised before that functionality is made available.

12. Amendment of this Notice

This Notice will be revised where necessary to reflect changes to the platform, to the parties involved in processing, or to applicable law. Where a revision is material, notice will be given through the Service, by email, or through another appropriate channel. The version number and effective date above indicate the currency of this document.

13. Contact

Enquiries concerning this Notice, and requests made under Section 9, may be addressed to:

ctc Health Sàrl	support@ctchealth.ch
Registered address	Route de Chêne 5, 1207 Genève, Switzerland

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