

B2B Tracking Activation Agreement

SiteMind AI Labs - Version 1.0 - Last updated: May 29, 2026

This document defines responsibility for optional B2B company-level visitor signals. It is a business and technical template and not legal advice. The Client should review it with a qualified legal professional before activation.

Important note

This document is a business and technical activation agreement template for the optional SiteMind AI Labs B2B company-level visitor signals feature. It is not legal advice. The Client should review this document with a qualified legal professional before relying on it for a specific website, country, audience, or tracking setup.

1. Parties

This B2B Tracking Activation Agreement and Data Responsibility Addendum (the "Agreement") is entered into between SiteMind AI Labs (the "Provider") and the website owner, business, organization, or authorized person requesting activation of the B2B tracking feature (the "Client").

The Client website/domain covered by this Agreement is the domain submitted in the activation request or order form (the "Website").

2. Purpose of the B2B tracking feature

The Client requests activation of an optional B2B company-level visitor signals feature for the Website.

The feature is designed to provide possible company-level website visit signals, such as organization name, organization domain, approximate country/city, visited pages, referrer, session activity, and confidence score where technically available.

The feature is not designed to identify private individuals and must not be used as a personal visitor identification tool.

3. Roles and responsibility allocation

The Client determines whether, why, and how the B2B tracking feature is used on the Website. For personal data processed in connection with the Website, the Client acts as the controller or equivalent responsible party under applicable privacy laws.

The Provider supplies the technical infrastructure and processes data only for the purpose of providing, securing, maintaining, and supporting the requested SiteMind AI Labs feature, subject to this Agreement and the applicable service terms.

The Provider does not choose the Client's legal basis, does not draft or operate the Client's cookie banner, does not control the Client's privacy notice, and does not decide how the Client uses company-level signals after they are displayed in the dashboard.

4. Client authorization and website control

The Client represents and warrants that it owns, operates, or is otherwise authorized to install the SiteMind AI Labs embed code and activate B2B tracking on the Website.

The Client must not request activation for a domain it does not own, control, operate, or have written authorization to manage.

The Client is responsible for ensuring that the SiteMind AI Labs embed code is installed only on authorized domains and that access to the dashboard is limited to authorized personnel.

5. Privacy notice, cookie/consent banner, and legal basis

The Client is solely responsible for providing a clear, accurate, and up-to-date privacy notice and, where legally required, a cookie/consent banner or equivalent consent mechanism on the Website.

The Client must ensure that visitors are informed about analytics, tracking, company-level enrichment, third-party processors/providers, purposes of processing, legal basis, retention, data subject rights, and withdrawal options where applicable.

The Client must ensure that B2B tracking is not activated or triggered unless the Client has a valid legal basis under applicable law. Where consent is required, the Client must obtain valid consent before B2B tracking signals are sent.

The Client acknowledges that privacy, cookie, ePrivacy, telecom, consumer protection, and direct marketing rules may differ by country and audience. The Client is responsible for country-specific compliance.

6. Consent-gated activation and technical signal

The B2B tracking feature is intended to be off by default and activated only after request, review, and confirmation.

The Client must implement a consent or legal-basis signal where required before the Website sends B2B tracking events to SiteMind AI Labs.

The Provider may require the Client to use a technical consent flag such as analytics consent, marketing consent, or a dedicated B2B consent signal before processing B2B tracking events.

The Client must not misrepresent consent status, bypass consent requirements, or send B2B tracking events when the required consent or legal basis is not present.

7. No raw IP storage and limited lookup use

The feature is designed so that raw IP addresses are not stored as a normal dashboard record.

IP information may be processed temporarily server-side where technically necessary for lookup, security, fraud prevention, abuse prevention, rate limiting, diagnostics, or delivery of the feature.

Where deduplication or security requires a persistent technical reference, the Provider may store a hashed or otherwise pseudonymized value instead of a raw IP address, subject to applicable laws and service configuration.

8. No personal identification and prohibited use

The Client must not use the B2B tracking feature to identify, track, profile, contact, or target private individuals unless the Client has a separate valid legal basis and all required notices, rights processes, and compliance measures in place.

The feature may show possible company-level signals and confidence levels. Such signals are not guaranteed to be complete, accurate, or suitable for identifying a specific person.

The Client must not use the feature for stalking, unlawful surveillance, discriminatory profiling, harassment, deception, unauthorized employment screening, sensitive inference, or any unlawful purpose.

9. Data categories and data subjects

The feature may process technical and usage data such as page URL, page title, referrer, session ID, user agent, timestamp, approximate location, consent signal, IP-derived lookup result, company name/domain, industry/category, confidence score, and visit count.

Potential data subjects may include website visitors, representatives of businesses visiting the Website, employees or contractors of organizations, and Client dashboard users.

The exact data processed may depend on the Website setup, consent mode, lookup provider, browser behavior, and SiteMind AI Labs configuration.

10. Processing instructions

The Client instructs the Provider to process relevant technical data only as necessary to provide the B2B tracking feature, show company-level signals in the dashboard, maintain security, troubleshoot errors,

prevent abuse, and comply with legal obligations.

The Client must provide lawful, documented, and reasonable instructions. The Provider may refuse instructions that appear unlawful, unsafe, technically unreasonable, or incompatible with the service.

11. Subprocessors and lookup providers

The Client understands that the Provider may use subprocessors, hosting providers, infrastructure providers, analytics storage, security tools, and IP/company lookup providers where necessary to deliver the feature.

The Provider should maintain reasonable control over subprocessors and require appropriate confidentiality, security, and data protection obligations where applicable.

If a specific lookup provider is required for a custom setup, the provider may be listed in the order form, DPA, dashboard, or activation confirmation.

12. Security measures

The Provider will use reasonable technical and organizational measures appropriate to the nature of the service, which may include access controls, environment secrets, transport encryption, domain validation, rate limiting, abuse monitoring, restricted backend access, and separation of customer data where technically supported.

The Client is responsible for securing its own website, user accounts, dashboard access, embed code placement, consent tool, DNS/hosting environment, and internal use of exported or viewed B2B signals.

13. Data subject requests and complaints

The Client is responsible for responding to visitor requests, privacy inquiries, access requests, deletion requests, objection requests, consent withdrawal, and complaints related to the Client's Website and use of tracking.

The Provider will provide reasonable technical assistance where required and commercially reasonable, provided the Client gives enough information to identify the relevant data and the request relates to data processed by the Provider.

14. Retention and deletion

The Provider may retain B2B tracking records for the period configured in the service, order form, dashboard, or internal retention policy, unless a shorter period is legally required or agreed in writing.

Upon termination, deactivation, or verified deletion request, the Provider will delete or anonymize relevant B2B tracking records within a reasonable period, unless retention is required for legal, security, accounting, dispute, or abuse-prevention purposes.

15. Accuracy and limitations of company-level signals

The Client understands that B2B tracking signals may be incomplete, delayed, inaccurate, unavailable, or based on probabilistic matching.

The Provider does not guarantee that every visit will produce a company match, that every company match is correct, or that the feature will identify decision-makers, individual employees, or sales leads.

The Client must treat all results as possible company-level signals, not verified personal identities.

16. Client communications and marketing use

The Client is solely responsible for deciding whether and how to contact any company or person after seeing B2B signals.

The Client must comply with applicable direct marketing, email, telemarketing, unfair competition, ePrivacy, GDPR, PECR, CAN-SPAM, and local business communication rules before contacting anyone.

The Provider is not responsible for the Client's outreach, sales process, lead qualification, or marketing communications.

17. Suspension, refusal, and deactivation

The Provider may refuse activation, suspend, limit, or deactivate B2B tracking if the Client does not provide required confirmations, if the Website appears to lack appropriate notices or consent setup, if the feature is misused, if unlawful or harmful use is suspected, or if required technical or legal conditions are not met.

The Provider may also suspend the feature for security, abuse prevention, legal compliance, technical failures, provider limitations, or risk management.

18. Client indemnity and responsibility for misuse

To the maximum extent permitted by applicable law, the Client is responsible for claims, fines, losses, complaints, damages, or regulatory issues arising from the Client's unlawful or non-compliant use of the B2B tracking feature, including missing consent, missing privacy notices, unauthorized installation, unlawful marketing, or misuse of company-level signals.

This clause does not exclude liability where exclusion is prohibited by mandatory law.

19. Provider limitation

The Provider is not responsible for the Client's website content, privacy policy, cookie banner, consent implementation, legal basis, marketing decisions, or use of B2B signals outside the SiteMind AI Labs service.

The Provider does not provide legal, tax, compliance, or marketing advice. Any examples, dashboard wording, technical documentation, or templates are informational and must be reviewed by the Client.

20. Relationship with other terms

This Agreement supplements the Provider's Terms of Use, Privacy Policy, and any applicable Data Processing Agreement. If there is a conflict, the more specific written B2B tracking activation terms apply to the B2B tracking feature, unless mandatory law requires otherwise.

21. Governing law and venue

Unless mandatory consumer, data protection, or local law requires otherwise, this Agreement is governed by the law stated in the Provider's Terms of Use or written order confirmation. If no governing law is stated there, the Provider may specify the applicable law in the final signed version or order form.

22. Acceptance

By signing this Agreement, clicking an activation checkbox, submitting a B2B tracking request, or confirming activation by email, the Client confirms that it has read, understood, and accepted this Agreement.

The Client confirms that it is authorized to activate B2B tracking for the Website and that it is responsible for privacy notice, cookie/consent setup, legal basis, and lawful use of the feature.

Signature section

Client legal name: _____

Company / organization: _____

Website domain: _____

Email: _____

Name and role of authorized signer: _____

Date: _____

Signature / digital confirmation: _____

Provider: SiteMind AI Labs

Date: _____

Signature / confirmation: _____