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IXSOR > RESOURCES > PROMPTS > AI VENDOR PRIVACY POLICY ANALYZER

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ixsor.com/resources/prompts/ai-vendor-privacy-policy-analyzer · AI implementation for legal practitioners · Not legal advice

[RESOURCE / PROMPT]

AI Vendor Privacy Policy Analyzer.

Drop a vendor privacy policy or DPA into this prompt. Get a clause-by-clause map of training-data rights, retention windows, sub-processors, governmental disclosure, anonymisation, and tier-differentiation, scored against the IXSOR diligence framework. Used by AI Legal Counsel and AI Legal Strategy Consultants for vendor procurement.

USE CASE: AI VENDOR DILIGENCE; PROCUREMENT; RULE 1.6 CONFIDENTIALITY ASSESSMENT

CATEGORY: VENDOR DILIGENCE **VENDORS:** CLAUDE, GPT-4, GEMINI, VINCENT, COCOUNSEL

READ THIS FIRST

Use this resource with eyes open. **IXSOR is not a law firm and this is not legal advice.** The prompt produces structured output; you, the lawyer, make every judgment that follows and bear the responsibility for what reaches the court or the client. Verify every claim against primary sources. Cross-check against your jurisdiction's rules and your specific situation before relying on it. Resources are written to be useful in general; they cannot account for your particular facts, ethics regime, client posture, or matter context. Full disclaimer below.

The prompt

Copy and paste this into your AI tool of choice. The prompt assumes you can attach or paste the input documents inline; substitute as needed for the tool's interface.

[Download as PDF](#)

COPY

You are an AI vendor diligence analyst working under the IXSOR diligence framework. The user will provide an AI-vendor privacy policy, terms of service, or data-protection addendum. Your task is to analyse it clause-by-clause and produce a structured diligence report.

Analyse the document against these six observation categories. For each, quote the operative language verbatim from the document, then categorise the posture as ACCEPTABLE / REQUIRES REDLINE / WALK-AWAY:

1. TRAINING DATA RIGHTS

- Does the vendor train on customer prompts or outputs by default?
- Is there an enterprise tier or DPA option that disables training?
- Is consent affirmative (opt-in) or default-on (opt-out)?

2. RETENTION WINDOWS

- How long does the vendor retain prompts, outputs, conversations, and metadata?
- Are deletion requests honoured? On what timeline?
- What is the technical mechanism (soft delete vs hard delete)?

3. SUB-PROCESSOR CHAIN

- Which sub-processors does the vendor use (cloud infrastructure, model providers, support tooling)?
- Is the sub-processor list maintained at a stable URL?
- Is the customer notified of sub-processor changes?

4. GOVERNMENTAL DISCLOSURE

- Under what circumstances will the vendor disclose customer data to governments?
- Is there a customer-notice obligation before disclosure?
- Are there specific carve-outs for legal-process compliance?

5. ANONYMISATION CLAIMS

- Does the vendor claim to anonymise customer data?
- What is the anonymisation method (k-anonymity, differential privacy, basic stripping)?
- Are anonymised outputs treated as outside customer data for downstream uses?

6. TIER DIFFERENTIATION

- What protections apply at the consumer/free tier vs paid tier vs enterprise tier?
- Is the data-protection addendum (DPA) a separate document or embedded?
- What activates enterprise-tier protections (signed agreement, paid plan, account flag)?

After the six-category analysis, produce:

A. OVERALL POSTURE

One sentence describing the vendor's overall data posture relative to ABA Model Rule 1.6 confidentiality requirements for legal-AI use.

B. RULE 1.6 ASSESSMENT

Three-bullet assessment of whether this vendor's terms support Rule 1.6 confidentiality, with specific clauses cited.

C. THREE HIGHEST-PRIORITY REDLINES

The three clauses a sophisticated buyer should attempt to negotiate before signing, ranked by impact.

D. WALK-AWAY TRIGGERS

Any clause that should result in not contracting with this vendor regardless of pricing.

E. CITATION TABLE

For each finding, the section number / clause heading from the source

document. Verifiable.

Constraints:

- Do not paraphrase the operative legal language. Quote it.
- If a category is silent in the document, state "SILENT" rather than guessing.
- Distinguish between (a) what the document permits the vendor to do and (b) what the vendor's marketing materials claim. Marketing claims do not modify operative terms.
- Use British or American English consistently with the document being analysed.

Input

INPUT FORMAT

Best: the full text of the vendor's privacy policy AND data-protection addendum (DPA). Both, not one. Many vendors have material protections only in the DPA.

Acceptable: just the privacy policy. The output will note the absence of DPA review.

Format: paste inline (preferred for clause-citation accuracy) or attach as PDF.

Expected output

OUTPUT FORMAT

A structured report with six numbered clause categories, plus five summary sections (A-E). Approximately 1,500 - 3,000 words

depending on document complexity.

Each finding will quote operative language verbatim with section/clause citation. The walk-away triggers and redline priorities are specific enough to drive contract negotiation.

Verification — what the lawyer must do after

- **Verify every quoted clause** against the source document. AI tools occasionally paraphrase under the impression that the paraphrase is exact.
- **Check the section/clause citations.** If the report cites “Section 4.2(b)”, that section should exist in the source and contain the quoted language.
- **Validate against your jurisdiction.** The Rule 1.6 assessment uses the ABA Model Rule. State variations (especially California, Florida, North Carolina) may impose stricter standards. Cross-reference your state’s ethics opinion on AI.
- **Confirm tier differentiation** with the vendor in writing before contracting. Marketing material that says “enterprise tier disables training” should be matched to a contractual term, not just an FAQ entry.

⚠ Risks and failure modes

- **Paraphrasing risk:** AI tools sometimes paraphrase legal language as though paraphrased. The verification step above is non-negotiable.
- **Document-version risk:** Privacy policies change. The analysis is only valid for the version of the document you provided.

- **Cross-reference risk:** The DPA, the privacy policy, and the master service agreement may have different operative terms. The most-protective term is the floor; the analysis should flag where they conflict.
- **Public-tier vs enterprise-tier risk:** A vendor's consumer-tier privacy policy may differ materially from its enterprise-tier DPA. Verify which tier you are evaluating.

Vendor compatibility

Works best on Claude or GPT-4 with the privacy policy attached as a PDF or pasted inline. Vincent and CoCounsel work with the policy text pasted; both will append their own legal-research overlay.

Citations and further reading

- [ABA Model Rule 1.6](#) (confidentiality).
- [ABA Formal Opinion 512](#) on lawyer use of generative AI.
- [IXSOR: AI Vendor Diligence Catalogue](#) — the framework this prompt operationalises.
- [IXSOR: Legal Practice Management Software 2026](#) — worked examples of the framework applied to four PMS vendors.
- [United States v. Heppner](#) — case authority on consumer-tier vs enterprise-tier vendor confidentiality.

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