## PRIVACY POLICY

#### Welcome to Twin AI!

TWIN AI Inc. (or "Twin", or "we") processes your personal information and protects your privacy while you visit our Twin service, available at: <u>https://twin-ai.com/</u> (or "the Service"). To "process" or "processing" means any use of personal data including transferring, collecting, recording, storing, using, analyzing, disclosing or deleting it.

This Privacy Policy covers issues what personal information we collect, how we use it.

IF YOU DO NOT AGREE WITH THE TERMS OF THE PRIVACY POLICY, PLEASE DO NOT ACCESS THE SERVICE.

TWIN AI Inc is the controller in respect of personal information used in connection with the supply of the Service. If you have any questions, concerns or claims in relation to this Privacy Policy, you can contact us at <u>info@twin-ai.com</u> address: US, FLORIDA, 1930 AVENUE L RIVIERA BEACH, ZIP: 33404.

### **1. WHAT INFORMATION DO WE COLLECT?**

We collect information from the following sources:

### 1.1. Information provided by you, such as:

**1.1.1.** *Personal Identity Verification Information*, such as name, login, email, phone number, date of birth, passport details and other information, that you voluntarily give us when you register in the Service and create a Personal Account.

**1.1.2.** *Professional Information*, such as name of the company, job position, email;

**1.1.3. Transactions.** We collect details of transactions you carry out using the Service including information you provide to enable us to fulfill your orders, which may include financial information such as your credit card number.

**1.1.4. Payment Information.** We collect payment and billing information when you pay for our products or services. You may also provide payment information, such as payment card details, which we collect via secure payment processing services.

**1.1.5. Additional Payment Information.** You may choose to provide additional information such as your VAT, additional billing address or name of the entity that you represent.

**1.1.6.** *Information you send to our Contractors* for the purpose of contracts with Contractors regarding our Products and Services;

1.1.7. Voice recordings in your Personal Account.

**1.2. Information related to the Service usage:** 

**1.2.1.** *Information*, such as the features you use; the actions you take; the Contractors you interact with and the time, frequency and duration of your in-Service activities, pages viewed and documents uploaded, previously visited websites, average page view duration;

**1.2.2.** *Device information*, including your IP address, HTTP headers, cookies, web beacons, pixel tags unique device identifiers, model of your device, your mobile carrier, time zone setting, browser ID data, hardware and software information, your top-level domain name (for example, .com, .org, .eu, etc.), server address;

**1.2.3.** Location information, including location information based on your SIM card and/or IP address. We may also collect Global Positioning System (GPS) data;

# **1.3. Information from publicly available sources.**

# 2. HOW DO WE USE INFORMATION?

2.1. We use personal information to improve the Service, Products and Services and to allow you to use all the functionalities of the Service.

2.2. We use personal information for the following purposes:

2.2.1. To analyze your behavior in the Service;

2.2.2. To provide you with Products and Services;

2.2.3. To recognize the requested command and to form of a subsequent response (in the case of using the voice function);

2.2.4. To improve our Service, Products and Services;

2.2.5. To have an opportunity to improve, customize or modify our Products, Services, and communications;

2.2.6. To enhance data security;

2.2.7. To determine the effectiveness of marketing campaigns;

2.2.8. To provide you with the access to the Service, your personal account and ordered Products and Services;

2.2.9. To communicate with you;

2.2.10. To comply with our legal obligations, including disclosure to tax authorities, financial service regulators and other regulatory and governmental bodies;

2.2.11. In connection with legal proceedings.

# 3. HOW DO WE SHARE INFORMATION?

3.1. We do not sell your personal information. We do not share information that personally identifies you unless you give us permission to do so. We can share your personal information:

**3.1.1. with our Constructors.** When you order Products and Services, we share your information with Constructors.

## 3.1.2. with our employees.

**3.1.3. with Service providers and Business Partners.** We may share personal information with service providers and business partners for business purposes, including research, database maintenance, administering contests and special offers, technology services, deliveries, email deployment, advertising, analytics, measurement, data storage and hosting, disaster recovery, search engine optimization, marketing, and data processing.

**3.1.4.** *with our lawyers, accountants, auditors, consultants* in case if it is necessary to receive legal advice or other professional services.

**3.1.5. for legal reasons.** We may share your personal data if we reasonably believe that access, use, preservation or disclosure of the information is reasonably necessary:

3.1.5.1. to meet any applicable law or respond to valid legal process, including from law enforcement or other government agencies;

3.1.5.2. to detect, prevent, or otherwise address fraud, security or technical issues;

3.1.5.4. to protect against harm to the rights, property or safety of the Service, our users, as required or permitted by law.

# 4. YOUR PRIVACY RIGHTS

4.1. According to applicable law you may have the right to request access to the personal data that we have collected about you for the purposes of reviewing, modifying, or requesting deletion of the data. You may also have the right to request a copy of the personal data that we have collected about you and to have any inaccuracies in that data corrected. In certain circumstances, you may also request that we cease processing your personal data.

4.2. If you reside in the European Economic Area (or "EEA"), you may have the right to exercise certain privacy rights available to you under GDPR, including:

**4.2.1. Right not to provide consent or to withdraw consent (art. 7(3) of the GDPR).** We may seek to rely on your consent in order to process certain personal data. Where we do so, you have the right not to provide your consent or to withdraw your consent at any time. This does not affect the lawfulness of the processing based on consent before its withdrawal.

**4.2.2. Right of access and/or portability (art. 15 of the GDPR).** You may have the right to access the personal data that we hold about you and, in some limited circumstances, have that data provided to you so that you can provide or "port" that data to another provider.

**4.2.3. Right of erasure (art. 17 of the GDPR)**. You may have the right to the erasure of personal data that we hold about you (for example, if it is no longer necessary for the purposes for which it was originally collected). If we shared your personal data with others, we will tell them about the correction if it is possible.

**4.2.4. Right to object to processing (art. 21 of the GDPR).** You may have the right to request that TWIN AI Inc. stop processing your personal data and/or to stop sending you marketing communications.

**4.2.5. Right to rectification (art. 16 of the GDPR).** You may have the right to require us to correct any inaccurate or incomplete personal information. If we shared your personal data with others, we will tell them about the correction if it is possible.

**4.2.6. Right to restrict processing (art. 18 of the GDPR).** You may have the right to request that we restrict processing of your personal data in certain circumstances (for example, where you believe that the personal data we hold about you is not accurate or lawfully held). If we shared your personal data with others, we will tell them about the correction if it is possible.

4.3. The processing of your personal data may involve a transfer of data outside the EEA. Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection by ensuring at least one of the following safeguards is implemented:

4.3.1. we may transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see European Commission: Adequacy of the protection of personal data in non-EU countries.

4.3.2. where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see European Commission: Model contracts for the transfer of personal data to third countries.

4.4. If you reside in the EEA, we may transfer your personal data when the transfer is necessary for the performance of Terms of use. Such transfer is not repetitive, concerns only a limited number of data subjects, is necessary for the purposes of compelling legitimate interests pursued by the controller which are not overridden by the interests or rights and freedoms of the data subject, and the TWIN AI Inc. has assessed all the circumstances surrounding the data transfer and has on the basis of that assessment provided suitable safeguards with regard to the protection of personal data (article 49 of the GDPR).

4.5. To exercise any right listed in the clauses 4.1, 4.2 you may contact us at: <u>info@twin-ai.com</u>. We will process your request and give you the respond within 30 (Thirty) days.

### 5. HOW LONG DO WE KEEP INFORMATION?

5.1. We usually store information for the period while your Personal Account is active.

5.2. We may keep information for longer where necessary in connection with our right to establish, commence or defend any legal actions or if we suspect illegality has occurred.

## 6. COOKIES AND WEB BEACONS

6.1. We may use cookies, web beacons, tracking pixels, and other tracking technologies on the Service to help customize the Site and improve it.

6.2. When you access the Service, your personal data is not collected through the use of tracking technology. Most browsers are set to accept cookies by default.

6.3. You can remove or reject cookies, but be aware that such action could affect the availability and functionality of the Service.

6.4. You may not decline web beacons. Web beacons can be rendered ineffective by declining all cookies or by modifying your web browser's settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis.

## 7. MISCELLANEOUS

7.1. Our Service is not directed to children who are under the age of 13. We do not knowingly collect personal data from children under the age of 13. If you have reason to believe that a child under the age of 13 has provided personal data to us through the Service, please contact us at: <u>info@twin-ai.com</u>.

7.2. If you know or suspect that your personal data have been lost, stolen, misappropriated, or otherwise compromised, or in case of any actual or suspected unauthorized use of your Personal Account, please immediately contact us by email at: <u>info@twin-ai.com</u>.

7.3. We may amend the Privacy Policy from time to time. Amendments will be effective upon posting of such updated Privacy Policy in the Service. Your continued access or use of the Service after such posting constitutes your consent to be bound by the Privacy Policy, as amended.