

## Privacy Policy

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### 1. INTRODUCTION

Our privacy policy (our “Privacy Policy”) will help you understand what information we collect at Animaker, how we use it, and what choices you have. We believe strongly that your Personal Information (as defined below) should be protected. We believe strongly in privacy. We will do what is necessary to protect your Personal Information and preserve its privacy.

When we talk about Animaker (“Animaker,” “we,” “our,” or “us”) in this Policy, we are referring to Animaker Inc., the company that provides the Services. When we talk about the “Services” in this Policy, we are referring to our online state of the art animation platform (the “Animaker Platform” or the “Platform”), and hosted services (“Animaker Services” or “Services”). When we talk about you (“you,” or “User”), we are talking about persons or entities, including your employer, who accesses or authorizes others to access our Platform, use our Services, download our mobile application (the “App”) and/or visit or register at our Website ([www.animaker.com](http://www.animaker.com)) (our “Website”).

NOTE THAT WE DO NOT SELL YOUR PERSONAL INFORMATION, NOR DO WE INTEND TO DO SO. WE DO NOT GIVE ACCESS TO YOUR PERSONAL INFORMATION TO THIRD PARTIES EXCEPT TO SUB-PROCESSORS TO ASSIST US IN THE PROVISION OF OUR SERVICES TO YOU.

If you don’t understand something in this Privacy Policy or our Terms of Service, please contact us at [legal@animaker.com](mailto:legal@animaker.com) and we will help you. Please do not register until you are comfortable with this Privacy Policy and our Terms of Service, which can be found here.

BUT NOTE, IF YOU ACCESS OUR PLATFORM, USE OUR SERVICES, DOWNLOAD OUR APP, REGISTER WITH US, OR NAVIGATE ON OUR WEBSITE, YOU AGREE TO COMPLY WITH AND BE BOUND BY THIS PRIVACY POLICY AND OUR TERMS OF SERVICE AT [HTTPS://WWW.ANIMAKER.COM/TERMS- POLICY](https://www.animaker.com/terms-policy). IF YOU DISAGREE WITH OR DO NOT WANT TO BE BOUND BY THIS PRIVACY POLICY, DO NOT ACCESS OUR PLATFORM, USE OUR SERVICES, DOWNLOAD OUR APP, REGISTER WITH US, OR NAVIGATE ON OUR WEBSITE.

Our Services are currently available for use via our Website or App specific to your desktop or mobile device, as further described in our Terms of Service at <https://www.animaker.com/terms-policy>. Unless not defined in this Privacy Policy, capitalized terms herein will have the same meaning as ascribed to them in our Terms of Service at <https://www.animaker.com/terms-policy>. One of our Services is commonly known as the “Instance,” which enables Users to easily create "videos" for use by their businesses.

## 2. INFORMATION WE COLLECT AND RECEIVE

We collect the following information from you, which is collectively referred to as Personal Information (“Personal Information”), which includes Customer Data as defined below, as this information identifies you as an individual.

Note that Personal Information is commonly referred to as personal information or personally identifiable information (the “PII”) in the US and as Personal Data in Europe. Throughout this Privacy Policy, we will refer to such information as Personal Information, unless a statutory definition otherwise applies.

### 1. Customer Data

a. Content and information submitted by you to register or access the Platform and/or use our Services is referred to in this Privacy Policy as Customer Data (the “Customer Data”, which is included under Personal Information). Customer Data includes any information that describes you as an individual including name, email address, phone number, business address, title, IP address, employer, etc. Customer Data is controlled by the entity, usually an employer but sometimes an individual that is authorized to use the Platform (the “Customer”). Where Animaker collects or processes Customer Data, it does so on behalf of the Customer. Under the European Union’s Regulation (EU) 2016/679, General Data Protection Regulation (“GDPR”), you will be the “Controller,” as defined in the GDPR, of the Personal Information of your European employees and/or European residents or visitors, who access our Platform on your behalf, and we will be the “Processor,” as defined in the GDPR, of such Personal Information.

b. If your Company authorizes you to join an Animaker-powered, customer- created Instance feature/function and create a user account, you are an “Authorized User,” as further described in the User Terms of Service at <https://www.animaker.com/terms-policy>. For sake of clarification, “you” or “your” generally refers to the Authorized User. If you are using the Services by invitation of a Customer, whether that Customer is your employer, another organization, or an individual, that Customer sets its own policies regarding storage, processing, access, modification, deletion, sharing, and retention of Customer Data, which may affect your use of the Services. Please check with the Customer about the policies and settings it has in place. In some cases, as fully discussed in our User Terms of Service at <https://www.animaker.com/terms-policy>, you may be both the Authorized User and the Customer.

### 2. Other information

Animaker may also collect and receive the following information:

a. Account Creation Information. Authorized Users may provide information such as an email address, phone number, and password to create an account.

b. Animaker Instance Setup Information. When a Customer creates an Animaker Instance using the Platform and our Services, we may collect an email address, name, photo, domain details (such as instance-name. Animaker.com), user name for the individual setting up the instance, and password. We may also collect administrative team contact info, such as a mailing address. For more information on Instance set-up, [click here](#).

- c. Billing and other Information. For Customers that purchase a paid version of the Services, our corporate affiliates and our third-party payment processors may collect and store billing address and credit card information on our behalf or we may do this ourselves.
- d. Services Usage Information. This is information about how you are accessing and using the Services, which may include administrative and support communications with us and information about the instances, channels, people, features, content, and links you interact with, and what third party content, assessments and integrations that you use (if any).
- e. Contact Information. With your permission, any contact information you choose to import is collected (such as an address book from a device) when using the Services.
- f. Log data. When you use the Services our servers automatically record information, including information that your browser sends whenever you visit a website or your mobile application sends when you are using it. This log data may include your Internet Protocol address, the address of the web page you visited before using the Services, your browser type and settings, the date and time of your use of the Services, information about your browser configuration and plug-ins, language preferences, and cookie data.
- g. Device Information. We may collect information about the device you are using the Services on, including what type of device it is, what operating system you are using, device settings, application IDs, unique device identifiers, and crash data. Whether we collect some or all of this information often depends on what type of device you are using and its settings.
- h. Geo-location Information. Precise GPS location from mobile devices is collected only with your permission. WiFi and IP addresses received from your browser or device may be used to determine approximate location.
- i. Services Integrations. If, when using the Services, you integrate with a third-party service, we will connect that service to ours. The third-party provider of the integration may share certain information about your account with Animaker.
- j. Third-party Data. Animaker may also receive information from affiliates in our corporate group, our partners, or others that we use to make our own information better or more useful. This might be aggregate level information, such as which IP addresses go with which zip codes, or it might be more specific information, such as about how well an online marketing or email campaign performed.

### 3. OUR COOKIE POLICY

#### a. Cookies (or browser cookies).

A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website and/or App. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website and/or App.

#### b. Cookie Policy.

Our cookie policy can be found [here](#). Please read it.

#### c. Flash Cookies.

Flash Cookies are local storage objects (or flash cookies) that collect and store information about your preferences and navigation to, from and on our Website and/App.

#### d. Web Beacons.

Web beacons and similar technologies are small bits of code, which are embedded in web pages, ads, and e-mail, that communicate with third parties. We may use web beacons, for example, to count the number of users who have visited a particular web page, to deliver or communicate with cookies, and to understand usage patterns. We also may include web beacons in emails to understand whether messages have been opened, acted on, or forwarded.

e. Automatic Data Collection.

We use automatic data collection to (a) understand and save your preferences for future visits; (b) compile aggregate data about Website traffic and Website interactions in order to offer better Website experiences and tools in the future; and (c) we may also use trusted third-party services that track this information on our behalf.

f. Advertising Networks.

We may choose to work with Google AdWords, Doubleclick, AdRoll or other advertising networks. Each of these companies has its own privacy policy, which we encourage you to review. For more information about advertising and tracking online, visit the Network Advertising Initiative. This website allows consumers to “opt out” of the behavioral advertising delivered by member companies.

g. Personal Information.

We do not collect Personal Information automatically, but we may tie this information to Personal Information about you that we collect from other sources or you provide to us.

#### 4. HOW WE USE YOUR INFORMATION

We use your Personal Information to provide and improve the Services. Animaker may access and use Personal Information as reasonably necessary and in accordance with User’s instructions to (a) provide, maintain and improve the Services and Instance; (b) to prevent or address service, security, technical issues or at a User’s request in connection with customer support matters; (c) as required by law; and (d) as set forth in our agreement with the User or as expressly permitted in writing by the User.

We also use your Personal Information in providing the following Services:

a. To understand and improve our Services.

We carry out research and analyze trends to better understand how users are using the Services and improve them.

b. To communicate with you by:

i. Responding to your Requests. If you contact us with a problem or question, we will use your information to respond.

ii. Sending Emails and Animaker Messages. We may send you Services and administrative emails and messages. We may also contact you to inform you about changes in our Services, our Service offerings, and important Service related notices, such as security and fraud notices. These emails and messages are considered part of the Services and you may not opt-out of them. In addition, we sometimes send emails about new product features or other news about Animaker. You can opt out of these at any time by sending us an email at [help@animaker.com](mailto:help@animaker.com) or clicking at the unsubscribe button, where applicable. We are offering an opt-out option in our Website itself.

iii. Billing and Account Management. We use account data to administer accounts and keep track of billing and payments.

iv. Communicating with you and Marketing. We often need to contact you for invoicing, account management and similar reasons. We may also use your contact information for our own marketing or advertising purposes. You can opt out of these at any time by sending us an email at [help@animaker.com](mailto:help@animaker.com) or clicking at the unsubscribe button, where applicable.

v. Investigating and preventing bad stuff from happening. We work hard to keep the Services secure and to prevent abuse and fraud.

c. Disaggregated Data.

This Privacy Policy is not intended to place any limits on what we do with data that is aggregated and/or de-identified so it is no longer associated with an identifiable user or Customer of the Services.

## 5. YOUR CHOICES

You provide us with instructions on what to do with your Personal Information. You have many choices and control over Personal Information. For example, you may provision or de-provision access to the Services, enable or disable third party integrations, manage permissions, retention and export settings, transfer or assign instances, share channels, or consolidate instances or channels with other instances or channels.

If you have any questions about your Personal Information, our use of such information, or your rights when it comes to any of the foregoing, contact us at [legal@animaker.com](mailto:legal@animaker.com)

## 6. OTHER CHOICES

Browser.

In addition, the browser you use may provide you with the ability to control cookies or other types of local data storage. Your mobile device may provide you with choices around how and whether location or other data is collected and shared. Animaker does not control these choices, or default settings, which are offered by makers of your browser or mobile device operating system.

## 7. SHARING AND DISCLOSURE OF PERSONAL INFORMATION

There are times when Personal Information described in this Privacy Policy may be shared by Animaker. This section discusses only how Animaker may share such information. Customers determine their own policies for the sharing and disclosure of their Personal Information. Animaker does not control how Customers or their third parties choose to share or disclose Personal Information.

a. Animaker may share Personal Information in accordance with our agreement with the Customer and the Customer's instructions, including:

i. With third party service providers and agents. We engage with third party companies or individuals to provide information and learning tools on Instance, therefore we share Personal Information with those third-party companies or individuals.

ii. With affiliates. We may engage affiliates in our corporate group to process Personal Information.

iii. With third party integrations. Animaker may, acting on our Customer's behalf, share Personal Information with the provider of an integration added by Customer. Animaker is not responsible

for how the provider of an integration may collect, use, and share Personal Information, as this is the responsibility of the Customer.

b. Animaker may also share or disclose your Personal Information as follows:

i. About you with the Customer: There may be times when you contact Animaker to help resolve an issue specific to an instance of which you are a member. In order to help resolve the issue and given our relationship with our Customer, we may share your concern with our Customer.

ii. With Third Party Service Providers, Content Partners and Agents: We may engage third party companies or individuals, such as third-party payment processors, to process information on our behalf. You may request a list of all of our third party sub-processors by emailing us at [legal@animaker.com](mailto:legal@animaker.com) or by writing to us at Animaker, Inc. 1160 Battery Street Suite 100, San Francisco, CA 94111, USA.

iii. With Affiliates: We may engage affiliates in our corporate group to process your Personal Information.

iv. During Changes to our Business Structure: If we engage in a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of Animaker 's assets, financing, acquisition of all or a portion of our business, a similar transaction or proceeding, or steps in contemplation of such activities (e.g. due diligence).

v. To Comply with Laws: To comply with legal or regulatory requirements and to respond to lawful requests, court orders and legal process.

vi. To Enforce our Rights, Prevent Fraud and for Safety: To protect and defend the rights, property, or safety of us or third parties, including enforcing contracts or policies, or in connection with investigating and preventing fraud.

vii. We may Disclose or Use Aggregate or De-identified Information for any Purpose: We may share aggregated or de-identified information with our partners or others for business or research purposes like telling a prospective Animaker Customer the average number of messages sent within a Animaker Instance in a day or partnering with research firm or academics to explore interesting questions about learning science and knowledge management.

## 8. SECURITY

a. Protection of Personal Information.

Animaker takes security seriously. We take various steps to protect information you provide to us from loss, misuse, and unauthorized access or disclosure. These steps take into account the sensitivity of the information we collect, process and store, and the current state of technology.

b. Security Measures.

We have implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration and disclosure. All information you provide to us is stored on secure servers of our hosting service provider partner.

c. Compliance with our Procedures.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of Website and/or App, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

d. Transmission via the Internet.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted to our Website and/or App. Any transmission of Personal Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website and/or App.

e. Fair Information Practice Principles.

In the event of a personal data breach, we will notify the User within 72 hours via (i) email, and/or (ii) our Platform notification system on our Website and/or App. We will also notify the FTC, FCC and/or any other relevant state regulatory agency. We agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

## 9. COPPA COMPLIANCE (FOR CHILDREN UNDER 13 USERS ONLY)

The Children's Online Privacy Protection Act ("COPPA") is a federal legislation that applies to entities that collect and store "Personal Information," as the term is defined under COPPA, from children under the age of 13. We are committed to ensure compliance with COPPA. Our Website and App are not meant for use by children under the age of 13. Our Website and App do not target children under the age of 13, but we do not age-screen or otherwise prevent the collection, use, and personal disclosure of persons identified as under 13. If you would like to know more about our practices and specifically our practices in relation to COPPA compliance, please email us at [legal@animaker.com](mailto:legal@animaker.com).

IF YOU ARE UNDER 13, PLEASE DO NOT ACCESS OR USE OUR WEBSITE and APP.

## 10. INTERNATIONAL USERS INCLUDING EUROPEAN VISITORS, CONSUMERS, AND CUSTOMERS

### a. General

i. We are headquartered in the United States. Most of the operations are located in the United States and India. Your Personal Information, which you give to us during registration or use of our Platform, may be accessed by or transferred to us in the United States. If you are visiting our Web site or registering for our Services from outside the United States, be aware that your Personal Information may be transferred to, stored, and processed in the United States. Our servers or our third-party hosting services partners are located in the United States. By using our site, you consent to any transfer of your Personal Information out of Europe for processing in the US or other countries.

ii. If you are a resident of or a visitor to Europe, you have certain rights with respect to the processing of your Personal Data, (referred here as Personal Information), as defined in the GDPR.

iii. Please note that in some circumstances, we may not be able to fully comply with your requests, or we may ask you to provide us with additional information in connection with your request, which may be Personal Information, for example, if we need to verify your identity or the nature of your request.

iv. In such situations, however, we will still respond to let you know of our decision. As used herein, “Personal Information” means any information that identifies you as an individual, such as name, address, email address, IP address, phone number, business address, business title, business email address, company, etc.

v. To make any of the following requests, please contact us (i) via email at [legal@animaker.com](mailto:legal@animaker.com), (ii) by phone at our toll-free number +1 888-359-9292, or (iii) by writing to us at Privacy Officer, 1160 Battery Street Suite 100, San Francisco, CA 94111, USA.

a. Access:

You can request more information about the Personal Information we hold about you. You can also request a copy of the Personal Information.

b. Rectification:

If you believe that any Personal Information we are holding about you is incorrect or incomplete, you can request that we correct or supplement such data. You can also correct some of this information directly by logging into your service account. Please contact us as soon as possible upon noticing any such inaccuracy or incompleteness.

c. Objection:

You can contact us to let us know that you object to the collection or use of your Personal Information for certain purposes.

d. Erasure:

You can request that we erase some or all of your Personal Information from our systems.

e. Restriction of Processing:

You can ask us to restrict further processing of your Personal Information.

f. Portability:

You have the right to ask for a copy of your Personal Information in a machine-readable format. You can also request that we transmit the data to another entity where technically feasible.

g. Withdrawal of Consent:

If we are processing your Personal Information based on your consent (as indicated at the time of collection of such data), you have the right to withdraw your consent at any time. Please note, however, that if you exercise this right, it may limit your ability to use some/ all of our Services or Platform and you may have to then provide express consent on a case-by-case basis for the use or disclosure of certain of your Personal Information, if such use or disclosure is necessary to enable you to utilize some or all of our Services and Platform.

h. Right to File Complaint:

You have the right to lodge a complaint about our practices with respect to your Personal Information with the supervisory authority of your country or EU Member State. Please go to [https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm) to locate your Data Protection Authority.

i. Response.

We will respond to your inquiry within thirty (30) days of the receipt.

b. EU -US Data Privacy Program Framework

Animaker complies with the EU-U.S. Data Privacy program Framework (EU-U.S. DPF) and the Swiss-U.S. Data Privacy program Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Animaker has certified to the U.S. Department of Commerce that it



adheres to the EU-U.S. Data Privacy Framework program Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF. Animaker has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework program Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>.

#### Complaints:

In compliance with the EU-US Data Privacy Framework Principles, Animaker commits to resolve complaints about your privacy and our collection or use of your personal information transferred to the United States pursuant to the DPF Principles. European Union and Swiss individuals with DPF inquiries or complaints should first contact

Animaker at [legal@animaker.com](mailto:legal@animaker.com)

or at our mailing address

Name: Loganathan Kodiyarasu

Title: Chief Operating Officer

Company: Animaker, Inc.

Address: 1160 Battery Street Suite 100, San Francisco, CA 94111, USA.

Email: [logu@animaker.com](mailto:logu@animaker.com)

Phone: 1 628-209-0678

Animaker has further committed to refer unresolved privacy complaints under the DPF Principles to an independent dispute resolution mechanism, Data Privacy Framework Services, operated by BBB National Programs. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <https://bbbprograms.org/programs/all-programs/dpf-consumers/ProcessForConsumers> for more information and to file a complaint. This service is provided free of charge to you.

If your DPF complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See

<https://www.dataprivacyframework.gov/s/article/G-Arbitration-Procedures-dpf?tabset-35584=2>

#### c. EU Standard Contractual Clauses.

We will comply with the EU Standard Contractual Clauses with respect to the transfer of Personal Information from the EU to countries other than the US for processing. If there is any conflict between the terms and conditions in this Privacy Policy and your rights under the EU Standard Contractual Clauses, the terms and conditions in the EU Standard Contractual Clauses will govern. For the purposes of this Privacy Policy, "EU Standard Contractual Clauses" mean the standard contractual clauses for the transfer of Personal Information to processors established in third countries (Commission Decision 2010/87/EC).

##### 1) Obligations of the data importer (processors)

The data importer agrees and warrants:

- i) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- ii) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- iii) that it has implemented the technical and organizational security measures before processing the personal data transferred;
- iv) that it will promptly notify the data exporter about:
  - v) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - vi) any accidental or unauthorized access, and
  - vii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;
  - viii) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
  - ix) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
  - x) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
  - xi) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

## 2) Obligations of the data exporter

The data exporter agrees and warrants:

- i) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- ii) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

- iii) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures;
- iv) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- v) that it will ensure compliance with the security measures;
- vi) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- vii) to make available to the data subjects upon request a copy of the Clauses, with a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information; and
- viii) that, in the event of sub-processing, the processing activity is carried out in at least the same level of protection for the personal data and the rights of the data subject as the data importer under the Clauses.

### 3) Liability

- i) The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred above by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
- ii) If a data subject is not able to bring a claim for compensation in accordance with paragraph a against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to above, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

#### d. Sharing Personal Information with Third Parties.

- i. We do not (i) share such Personal Information with third parties, other than Processors or Sub-Processor (collectively "Agents"), who comply with GDPR and are required by us to provide our Services under our Terms of Service or an agreement with Customers under which we provide our Services, or (ii) utilize any Personal Information for reasons other than that for which it was originally provided.
- ii. If this practice should change in the future, we will update this Privacy Policy to identify any third parties and provide you with opt-out or opt-in choice where applicable.
- iii. We are committed to resolving complaints about your privacy and our collection, storage, processing or use of your Personal Information transferred to the United States processing

quickly and expeditiously. You should submit inquiries or complaints to us at [legal@animaker.com](mailto:legal@animaker.com) or at our mailing address:

Animaker Inc.

1160 Battery Street Suite 100,

San Francisco, CA 94111, USA. USA

Attn: Privacy Coordinator

## 11. CHANGES TO OUR PRIVACY POLICY

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' Personal Information, we will notify you by e-mail to the e-mail address specified in your account and/or through a notice on the Site home page and comparable place on the App. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you, and for periodically visiting our Site and/or App and this privacy policy to check for any changes.

## 12. COPYRIGHT INFRINGEMENT/DMCA NOTICE

If you believe that any content on our Website or App violates your copyright, and you wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to the Digital Millennium Copyright Act of 1998 ("DMCA Takedown Notice")) must be provided to our designated Copyright Agent.

- a. Your physical or electronic signature;
- b. Identification of the copyrighted work(s) that you claim to have been infringed;
- c. Identification of the material on our Website that you claim is infringing and that you request us to remove;
- d. Sufficient information to permit us to locate such material;
- e. Your address, telephone number, and e-mail address;
- f. A statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- g. A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Animaker's Copyright Agent to receive DMCA Takedown Notices is Loganathan Kodiyarasu, at [legal@animaker.com](mailto:legal@animaker.com), Animaker, Inc., Attn: DMCA Notice, 1160 Battery Street Suite 100, San Francisco, CA 94111, USA. United States of America. You acknowledge that for us to be authorized to take down any content, your DMCA Takedown Notice must comply with all the requirements of this Section. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorneys' fees incurred by Animaker in connection with the written notification and allegation of copyright infringement.

### 13. FOR OUR CALIFORNIA CUSTOMERS

This Section supplements the information contained in our Privacy Policy above and applies solely to all visitors, users, and others to our website, who reside in the State of California (“consumers” or “you”). We adopt this Section to comply with the California Consumer Privacy Act of 2018 (“CCPA”), which became effective on January 1, 2020, and any terms defined in the CCPA have the same meaning when used in this Section.

#### a. Right to Request Personal Information.

Upon request, we will provide you with (i) a list of all Personal Information that we have collected on you, (ii) from whom we obtained such Personal Information, (iii) the reason why we collected such Personal Information, and (iv) with whom (if any) we have shared such Personal Information. If we sell your Personal Information or disclose your Personal Information to third parties, upon request, we will provide you with (i) a list of the Personal Information that we have collected on you, (ii) a list of the Personal Information that we sell or disclose to others on you, and (iii) to whom we have sold or disclosed your Personal Information. A consumer can make such a request only twice in a 12-month period. We require such Personal Information to be able to provide to you our Services. Unless otherwise specified, we only collect Personal Information from you. We do not use others to provide us with your Personal Information.

#### b. Disclosure of Personal Information.

We only share your Personal Information with service providers, e.g., billing and collection agents, who enable us to provide our Services to you. We do not sell or give your Personal Information to third parties for purposes unrelated to our provision of Services to you.

#### c. Right to have Personal Information Deleted.

Upon request, we will delete all of your Personal Information that we have collected on you and will direct our Service Providers to also delete all of your Personal Information. But note that if we do delete all of this Personal Information, you will no longer be able to use our Services.

#### d. Non-Discrimination Right.

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

i. Deny you goods or services.

ii. charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.

iii. Provide you a different level or quality of goods or services.

iv. suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### e. Financial Incentives.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your Personal Information’s value and contain written terms that describe the program’s material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

#### f. Contact Information.

You may contact us (i) at [legal@animaker.com](mailto:legal@animaker.com), (ii) by phone at our toll-free number +1 888-359-9292, or (iii) by writing to us at Privacy Officer, at Animaker Inc., 1160 Battery Street Suite 100, San Francisco, CA 94111, USA. USA to (i) make a Personal Information Request, (ii)

lodge a complaint about our use or storage of your Personal Information, (iii) ask us to delete such Personal Information, and/or (iv) discuss our Privacy Policy and/or anything that has to do with it.

g. Response.

We will acknowledge receipt of your inquiry within ten (10) days of the receipt. We will respond within forty-five (45) days of receiving such a request or query. Within this period we are required to verify your identity before further action. Additionally, in order for us to respond to your request or query, we will need to collect information from the requesting party to verify their identity.

h. Under 16.

We will not sell your Personal Information if you are under the age of 16 unless we have the consent of your parent or your guardian nor will we sell it if you ask us not to do so.

i. Opt Out Right.

Upon your request, we will stop selling your Personal Information (sometimes called your Opt Out Right). You may send the request to Opt Out (i) to [legal@animaker.com](mailto:legal@animaker.com), (ii) by phone at our toll-free number +1 888-359-9292, or (iii) by writing to us at Privacy Officer, Animaker Inc., 1160 Battery Street Suite 100, San Francisco, CA 94111, USA. USA

j. Personal Information that We Store.

For your information, we store/collect the following Personal Information on you:

i. Name

ii. Business Address

iii. Business Email Address

iv. Business Telephone Number

v. IP Address

vi. Business Title

vii. Employer

k. Personal Information.

We do not want you to enter your personal home address, your personal email, or any other “personal” information.

The following Personal Information is collected by us under the California Consumer Privacy Act (as amended by the CPRA) in our capacity as a Business:

1. Identifiers

2. Commercial information

3. Financial data

4. Internet or other network or device activity

5. Location information

6. Professional or employment related information

7. Sensory information (in case of video recording using Animaker Services)

8. Inferences drawn from any of the above information categories; and

9. Other information that identifies or can be reasonably associated with you.

Categories of Personal Information Disclosed:

In the previous 12 months, we have disclosed the following categories of personal information to our service providers for the purpose of providing services:

1. Identifiers
2. Financial data
3. Location information
4. Sensory information (incase of video recording) and
5. Inferences based on these categories.

Categories of Personal Information Sold or Shared:

Animaker does not sell personal information in the traditional sense. In the previous 12 months, we shared the following categories of personal information to vendors of services related to advertising, marketing, analytics and commercial purposes:

1. Identifiers
2. Commercial information
3. Internet or other electronic network activity information
4. Geolocation data

Virginia, California, Colorado, Connecticut and Utah users of Animaker have the following additional rights under Virginia Consumer Data Protection Act, California Privacy Rights Act (CPRA, effective 1 January 2023), the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act respectively:

- a. Right to access personal information that Animaker has;
- b. Right to delete personal information;
- c. Right to correct personal information which may not be accurate;
- d. Right to opt out of sale of personal information;
- e. Opt out of the "sharing" of personal information for cross-context behavioral advertising.
- f. Opt out of "profiling" as defined under applicable law.

You may send your requests (i) to [legal@animaker.com](mailto:legal@animaker.com), (ii) by phone at our toll-free number +1 888-359-9292, or (iii) by writing to us at Privacy Officer, Animaker Inc., 1160 Battery Street Suite 100, San Francisco, CA 94111, USA.

Virginia users may opt out of having their personal data used for targeted advertising. Virginia users may also appeal a refusal to take action on a request by contacting us at [legal@animaker.com](mailto:legal@animaker.com).

You may also opt-out of the sale or sharing of your personal information, by clicking on the link "Do Not Sell or Share My Personal Information" on the footer of Animaker website.

#### 14. FOR OUR NEW YORK CUSTOMERS

We will fully comply with the letter and the spirit of the New York Shield Act (the "Act"), which became effective on January 1, 2020, to the fullest extent that it is applicable to us. We have adopted reasonable safeguards to protect the security, confidentiality, and integrity of your private information, as defined in the Act ("Private Information"). We will securely protect any

personal information, as defined in the Act ("Personal Information"), and/or Private Information in accordance with the requirements set forth in the Act. We will notify you of any unauthorized access to or disclosure of your Personal Information or your Private Information in accordance with the requirements of the Act.

#### 15. CAN-SPAM ACT OF 2003

The CAN-SPAM Act establishes requirements for commercial messages, gives recipients the right to have businesses stop emailing them, and spells out penalties for violations. Per the CAN-SPAM Act, we will:

- a. not use false or misleading subjects or email addresses;
- b. identify the email message as an advertisement in some reasonable way; include the physical address of Animaker, Inc., which is 1160 Battery Street Suite 100, San Francisco, CA 94111, USA.;
- c. monitor third-party email marketing services for compliance, if one is used;
- d. honor opt-out/unsubscribe requests quickly; and
- e. give an "opt-out" or "unsubscribe" option.

If you wish to opt out of email marketing, follow the instructions at the bottom of each email or contact us at [help@animaker.com](mailto:help@animaker.com) and we will promptly remove you from all future marketing correspondences.

#### 16. CONTACT INFORMATION

If Users, Customers and/or Consumers have any questions, concerns, or complaints about our Privacy Policy, or how we process your Personal Information, please email us at [legal@animaker.com](mailto:legal@animaker.com)

Users, Customers, and/or Consumers may also contact our corporate officer, who is overall responsible for privacy at Animaker, if you have any questions about our Privacy Policy or Terms of Use.

Name: Loganathan Kodiyarasu

Title: Chief Operating Officer

Company: Animaker, Inc.

Address: 1160 Battery Street Suite 100, San Francisco, CA 94111, USA.

Email: [logu@animaker.com](mailto:logu@animaker.com)

Phone: 1 628-209-0678