

# Template for TERMS OF USE

& Privacy Policy (from page 9)

## Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

## Definitions

For the purposes of this Disclaimer:

- **Developer** (referred to as either "the Developer", "We", "Us" or "Our" in this Cookies Policy) refers to Taika3D Oy, Finnoonnitty 7, 02270 Espoo, Finland. Company number 2934271-7 and an EU VAT number of FI29342717.
- **Company** (referred to as either "the Company") refers to Taika3D's customer the app will be branded for that company, details of the company can be found on their own website as well as their address and contact details.
- **You** means the individual accessing the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Website** refers to <https://www.taika3d.com> , <https://www.taikacreate.com> and any possible subdomains managed by the Developer.
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store / iOS) or Google Inc. (Google Play Store / Android) in which the Application has been downloaded.
- **Application** (the App) means the software program provided by the Developer downloaded by You on any electronic device which the Company or the Developer has published into the application store maintained by Apple (iOs) or Google (Android).
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Country** refers to: Espoo, Finland
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Service** refers to the Website(s) or the Application or both.

## **Terms and Conditions of Use**

Taika3D Oy, Limited liability company registered in Espoo, Finland, (referred to as the "Developer") created the iOS (or possibly Android) application (referred to as the "App") for a company who is the Developers customer (referred to as the "Company") and the Service operating online (referred as the "Service") for the convenience of our customers and employees. By accessing the App or the Service through links provided by the App or the Service, you agree to all terms, conditions, and notices contained or referenced herein (the "Terms of Use"). If you do not agree to these Terms of Use please do not use the App or the Service. We reserve the right, at our discretion, to update or revise these Terms of Use. Please check the Terms of Use periodically for changes. Your continued use of the App and/or the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

## **Agreement to Rules of Use**

You agree to abide by this Agreement and the Developer's Rules of Use, including but not limited to, agreeing not to use the Site for any unlawful purpose. A copy of the Rules of Use, which you should review, can be found below.

## **Third-Party Sites**

The App or the Service may produce automated search results or otherwise link you to other sites on the Internet. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of the Developer, and you acknowledge that the Developer is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of the app or the service by the Developer or the Company or any association with its operators.

## **Proprietary Rights**

You acknowledge and agree that all content and materials available on the App and/or the Service are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by the Developer, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or

content. Notwithstanding the above, you may print or download one copy of the materials or content on the App and/or the Service on any single computer for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. Systematic retrieval of data or other content from the App and/or the Service to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from the Developer is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in these Terms of Use is prohibited.

As noted above, reproduction, copying, or redistribution for commercial purposes of any materials or design elements on the App and/or the Service is strictly prohibited without the express written permission of the Developer. Permission is granted only when certain limited criteria are met. For information on requesting such permission, please contact: [hello@taika3d.com](mailto:hello@taika3d.com)

## **HIPAA Terms and Conditions**

### **Definitions**

“HIPAA” shall mean Section 262 of the Health Insurance Portability and Accountability Act, P.L. 104-191 (“HIPAA”) which governs the use and transmission of individually identifiable health information.

“Legal Requirement” shall mean any law or regulation affecting the use or disclosure of Protected Health Information.

"Protected Health Information" shall mean any Protected Health Information as defined in HIPAA or any similar information obtained from individuals as a result of the Customer providing products or services.

### **Security and Confidentiality**

You acknowledge that Protected Health Information requires special safeguarding and agree to abide by the laws of your company, state, and HIPAA regarding the protection and disclosure of Protected Health Information contained in the App and/or the Service.

### **Safeguards**

You agree that it is your responsibility to implement reasonable and appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of all Protected Health Information and any and all other confidential information accessible on or through the App and/or the Service.

### **Disclaimer of Warranties**

ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED ON OR AVAILABLE THROUGH THE APP AND/OR THE SERVICE (THE “CONTENT”) ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR YOUR USE. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. TAIKA3D DOES NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE APP AND/OR THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE APP AND/OR THE SERVICE IS SOLELY AT YOUR RISK. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

### **Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL TAIKA3D, ITS SUBSIDIARIES, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE, THE APP AND/OR THE SERVICE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF TAIKA3D HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, TAIKA3D'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

### **Copyright**

The entire content (including text and "look and feel" attributes) of the App and/or the Service is ©2024 Taika3D Oy. Any use of such content requires the written permission of Taika3D Oy. All rights reserved. Some parts of the App and/or Service might be copyrighted to the Company and in that case Taika3D and the Company have a separate contract about the case and copyrights of those parts will be in the control of the Company. All rights will be reserved also in that case.

### **Viruses**

Because of the marked increase in the fabrication and proliferation of computer viruses affecting the Internet, we want to warn you about infections or viral contamination on your system. It is your responsibility to scan any and all downloaded or viewed materials received from the Internet. We are not responsible or liable for any damage caused by such hazards.

### **Security and E-Mail**

Be aware that Internet and e-mail communications are inherently not confidential. It is possible that information transmitted to or from us may be read or obtained by other parties.

Taika3D uses encryption (data scrambling) on portions of the App and/or the Service, whenever Person Identifiable Data is being transferred. When you are on any web site that asks you for confidential information (social security numbers or protected health data, for

example), you should check to see if the information being transmitted is encrypted in order to increase the security of your information.

We welcome your e-mail correspondence but if you need to send confidential information and are concerned about its security, then you should consider sending it by phone or by regular mail instead.

### **Indemnification**

Upon a request by Taika3D, you agree to defend, indemnify, and hold harmless Taika3D and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of the App and/or the Service or failure to comply with the terms of this Agreement. Taika3D reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Taika3D in asserting any available defenses.

TAIKA3D DOES NOT, AND SHALL NOT, INDEMNIFY YOU OR HOLD YOU HARMLESS OTHER THAN AS SPECIFICALLY SET FORTH IN THIS SECTION ENTITLED "INDEMNIFICATION."

### **Contents**

Statements made in Internet sites, newsgroups, message boards, e-mail, forums, conferences and chats reflect only the views of their authors. Forum managers, forum hosts, or Merchants appearing on Taika3D site are not authorized Taika3D spokespersons, and their views do not necessarily reflect those of Taika3D.

### **Licenses and Idea Submissions**

You agree to grant to Taika3D a non-exclusive, worldwide, royalty-free, perpetual license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products or services) you submit to public areas of Taika3D (such as BBSs, forums and chat rooms) by all means and in any media now known or hereafter developed. You hereby waive your moral rights in any such materials and information, and you hereby warrant that any such materials and information are original with you, or that you have the right to submit such materials and information. You agree that you shall have no recourse against Taika3D for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us.

### **Third-Party Rights**

The provisions of the Sections Disclaimer of Warranties, Limitation of Liability and Indemnification are for the benefit of Taika3D and its officers, directors, employees, agents, licensors, suppliers, and information providers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

## **International Use**

Taika3D makes no representation that materials on the App and/or the Service are appropriate or available for use in locations outside the Country the the Company has decided to launch the App and/or the Service, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the App and/or the Service from other locations do so on their own initiative and are responsible for compliance with local laws.

## **Limited License**

By this Agreement, Taika3D grants, subject to the terms of this Agreement, only a limited, non-transferable and non-exclusive license to use the software and documentation necessary to access, explore and otherwise use the App and/or the Service in real time and to use the materials on this Internet site in a manner consistent with this Agreement.

## **Force Majeure**

Taika3D shall not be responsible for any damages, delay in performance or failure to perform hereunder to the extent that such failure was caused by acts or occurrences beyond its control including, but not limited to, strikes or other labor disputes, riots or other civil disturbance, internet or communication failures, embargoes, government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, flood, war, water, the elements, or other forces of nature, delays or failures of transportation, equipment shortages or suppliers' failures.

## **Choice of Law and Forum**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflicts of law rules. You expressly agree that the jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of the Site may be filed in the state or federal courts located in the State of Delaware, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

## **Severability and Integration**

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and Taika3D with respect to the App and/or the Service and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Taika3D with respect to the App and/or the Service. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## **Notices Regarding Software, Documents and Services Available on the App and/or the Service**

IN NO EVENT SHALL TAIKA3D AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THIS SERVER.

### **Notices and Procedure for Making Claims of Copyright Infringement**

Pursuant to Title 17, United States Code, Section 512(C)(2), notifications of claimed copyright infringement should be sent to the Service Provider's Designated Agent. All inquiries that are not relevant to the following procedure will not receive a response. For more information click contact: [hello@taika3d.com](mailto:hello@taika3d.com) .

### **Termination**

Taika3D reserves the right, in its sole discretion, to terminate your access to all or part of the App and/or the Service, with or without notice.

### **Rules of Use**

By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through the App and/or the Service ,you agree that you will not upload, post, or otherwise distribute or facilitate distribution of any content—including text, communications, software, images, sounds, data, or other information—that reflects any of the below.

Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including, but not limited to, sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates Taika3D's rules or policies.

Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability.  
Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.

Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or

telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party.

Impersonates any person or entity, including any employee or representative of Taika3D. You also agree that you will not harvest or collect information about the users or members of the Site or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications.

Taika3D generally does not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through the App and/or the Service. However, Taika3D and its agents have the right, at their sole discretion, to remove any content that, in Taika3D's judgment, does not comply with the Rules of Use or is otherwise harmful, objectionable, or inaccurate. Taika3D is not responsible for any failure or delay in removing such content.

# Privacy Policy

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of this Privacy Policy:

- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.  
Under GDPR (General Data Protection Regulation), You can be referred to as the Data Subject or as the User as you are the individual using the Service.
- Company (referred to as either "the Company") refers to Taika3D's customer the app will be branded for that company, details of the company can be found on their own website as well as their address and contact details.  
For the purpose of the GDPR, the Company is the Data Controller.
- Application means the software program provided by the Company downloaded by You on any electronic device
- Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- Account means a unique account created for You to access our Service or parts of our Service.

- Website refers to the apps App Store page where you can access the app download.
- Service refers to the Application or the Website or both.
- Country refers to the country of the customer of Taika3D, address of the customer can be found from their website. Taika3D's headquarters are located in Espoo, Finland.
- Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.  
For the purpose of the GDPR, Service Providers are considered Data Processors.
- Third-party Social Media Service refers to any website or any social network website through which a User can log in or create an account to use the Service.
- Personal Data is any information that relates to an identified or identifiable individual.  
For the purposes for GDPR, Personal Data means any information relating to You such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity.  
For the purposes of the CCPA, Personal Data means any information that identifies, relates to, describes or is capable of being associated with, or could reasonably be linked, directly or indirectly, with You.
- Cookies are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- Data Controller, for the purposes of the GDPR (General Data Protection Regulation), refers to the Company as the legal person which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- Do Not Track (DNT) is a concept that has been promoted by US regulatory authorities, in particular the U.S. Federal Trade Commission (FTC), for the Internet industry to develop and implement a mechanism for allowing internet users to control the tracking of their online activities across websites.

- Business, for the purpose of the CCPA (California Consumer Privacy Act), refers to the Company as the legal entity that collects Consumers' personal information and determines the purposes and means of the processing of Consumers' personal information, or on behalf of which such information is collected and that alone, or jointly with others, determines the purposes and means of the processing of consumers' personal information, that does business in the State of California.
- Consumer, for the purpose of the CCPA (California Consumer Privacy Act), means a natural person who is a California resident. A resident, as defined in the law, includes (1) every individual who is in the USA for other than a temporary or transitory purpose, and (2) every individual who is domiciled in the USA who is outside the USA for a temporary or transitory purpose.
- Sale, for the purpose of the CCPA (California Consumer Privacy Act), means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Consumer's Personal information to another business or a third party for monetary or other valuable consideration.

## **Collecting and Using Your Personal Data**

### **Types of Data Collected**

#### **Personal Data**

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- User Email address
  - This email is essential to the unique identification of a user. It is necessary in order to:
    - Allow managed access to data
    - Track and log information that is created, edited or viewed by the User
- General Usage Data
  - Used to comply with the HIPAA access requirements to track which sensitive information was accessed by the user
  - Based on the email address of the user
  - Based on the access history of the user for different patient entities as per patient ID and/or patient name
- Patient Last Name
  - It is usual for users of app to seek data, for purposes of tracking and managing order progress, requesting repeats of ordered products, or otherwise enquiring after the history of an order for a patient based on

the client's name. This is not a mandatory field and can be replaced by a non-PHI reference where the customer has such a system.

- Patient First Name
  - This is provided to more precisely identify the patient for the purposes described above. This is not a mandatory field.
- Patient Date of Birth.
  - This is provided to more precisely identify the patient for the purposes described above. This is not a mandatory field.
- Address, State, Province, ZIP/Postal code, City
  - Non mandatory field, not always collected

NOTE! Most or all of this personal data is only collected on the platform and not with the app. User generated 3D scan data (usually of feet) is generated with the TrueDepth sensor, Structure sensor or LiDar sensor and is not possible to link to the user or any individual inside the application.

### **Usage Data**

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

### **Information Collected while Using the Application**

While using Our Application, in order to provide features of Our Application, We may collect, with your prior permission:

- Information regarding your location and/or IP address
- Information which patient details you've accessed
- Pictures and other information from your Device's camera and photo library

We use this information to provide features of Our Service, to improve and customize Our Service. The information may be uploaded to the Company's servers and/or a Service Provider's server or it be simply stored on Your device.

You can enable or disable access to this information at any time, through Your Device settings. You can also enable or disable location services when You use Our Service at any time, through Your Device settings.

Access history is mandatory by HIPAA regulations so that will remain in force.

### **Tracking Technologies and Cookies**

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service.

You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of our Service.

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close your web browser.

We use both session and persistent Cookies for the purposes set out below:

- **Necessary / Essential Cookies**  
Type: Session Cookies  
Administered by: Us  
Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.
- **Cookies Policy / Notice Acceptance Cookies**  
Type: Persistent Cookies  
Administered by: Us  
Purpose: These Cookies identify if users have accepted the use of cookies on the Website.
- **Functionality Cookies**  
Type: Persistent Cookies  
Administered by: Us  
Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language

preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

### **Use of Your Personal Data**

The Company may use Personal Data for the following purposes:

- To provide and maintain our Service, including to monitor the usage of our Service.
- To manage Your Account: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.
- For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
- To contact You: To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- To provide You with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.
- To manage Your requests: To attend and manage Your requests to Us.

### **User content created by 3D Scanning with the app**

With the app the user can create the following content:

- User generated 3D scan data (usually of feet) with the TrueDepth sensor, Structure sensor or LiDar sensor

This content is not linked within the app to the user or the person whose feet have been 3d scanned.

## **Retention of Your Personal Data**

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies. The expected period to save such data is, at the moment of writing this document, 6.5 years.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

## **Transfer of Your Personal Data**

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to – and maintained on – computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

## **Disclosure of Your Personal Data**

### **Business Transactions**

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

## **Law enforcement**

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

### **Other legal requirements**

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

### **Security of Your Personal Data**

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

### **Detailed Information on the Processing of Your Personal Data**

Service Providers have access to Your Personal Data only to perform their tasks on Our behalf and are obligated not to disclose or use it for any other purpose.

### **Analytics**

We may use third-party Service providers to monitor and analyze the use of our Service. Currently the app(s) doesn't track the with third-party providers, the online service running on the AWS will get information about orders made and will get the data sent in with the order.

- AWS  
Amazon Web Services based tracking system based on your user account.  
Required for HIPAA compliance.

### **GDPR Privacy**

#### **Legal Basis for Processing Personal Data under GDPR**

We may process Personal Data under the following conditions:

- Consent: You have given Your consent for processing Personal Data for one or more specific purposes.
- Performance of a contract: Provision of Personal Data is necessary for the performance of an agreement with You and/or for any pre-contractual obligations thereof.
- Legal obligations: Processing Personal Data is necessary for compliance with a legal obligation to which the Company is subject.
- Vital interests: Processing Personal Data is necessary in order to protect Your vital interests or of another natural person.
- Public interests: Processing Personal Data is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Company.
- Legitimate interests: Processing Personal Data is necessary for the purposes of the legitimate interests pursued by the Company.

In any case, the Company will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

### **Your Rights under the GDPR**

The Company undertakes to respect the confidentiality of Your Personal Data and to guarantee You can exercise Your rights.

You have the right under this Privacy Policy, and by law if You are within the EU, to:

- Request access to Your Personal Data. The right to access, update or delete the information We have on You. Whenever made possible, you can access, update or request deletion of Your Personal Data directly within Your account settings section. If you are unable to perform these actions yourself, please contact Us to assist You. This also enables You to receive a copy of the Personal Data We hold about You.
- Request correction of the Personal Data that We hold about You. You have the right to to have any incomplete or inaccurate information We hold about You corrected.
- Object to processing of Your Personal Data. This right exists where We are relying on a legitimate interest as the legal basis for Our processing and there is something about Your particular situation, which makes You want to object to our processing of Your Personal Data on this ground. You also have the

right to object where We are processing Your Personal Data for direct marketing purposes.

- Request erasure of Your Personal Data. You have the right to ask Us to delete or remove Personal Data when there is no good reason for Us to continue processing it.
- Request the transfer of Your Personal Data. We will provide to You, or to a third-party You have chosen, Your Personal Data in a structured, commonly used, machine-readable format. Please note that this right only applies to automated information which You initially provided consent for Us to use or where We used the information to perform a contract with You.
- Withdraw Your consent. You have the right to withdraw Your consent on using your Personal Data. If You withdraw Your consent, We may not be able to provide You with access to certain specific functionalities of the Service.

### **Exercising of Your GDPR Data Protection Rights**

You may exercise Your rights of access, rectification, cancellation and opposition by contacting Us. Please note that we may ask You to verify Your identity before responding to such requests. If You make a request, We will try our best to respond to You as soon as possible.

You have the right to complain to a Data Protection Authority about Our collection and use of Your Personal Data. For more information, if You are in the European Economic Area (EEA), please contact Your local data protection authority in the EEA.

### **CCPA Privacy**

#### **Your Rights under the CCPA**

Under this Privacy Policy, and by law if You are a resident of California, You have the following rights:

- The right to notice. You must be properly notified which categories of Personal Data are being collected and the purposes for which the Personal Data is being used.
- The right to access / the right to request. The CCPA permits You to request and obtain from the Company information regarding the disclosure of Your Personal Data that has been collected in the past 12 months by the Company or its subsidiaries to a third-party for the third party's direct marketing purposes.
- The right to say no to the sale of Personal Data. You also have the right to ask the Company not to sell Your Personal Data to third parties. You can submit

such a request by visiting our "Do Not Sell My Personal Information" section or web page.

- The right to know about Your Personal Data. You have the right to request and obtain from the Company information regarding the disclosure of the following:
  - The categories of Personal Data collected
  - The sources from which the Personal Data was collected
  - The business or commercial purpose for collecting or selling the Personal Data
  - Categories of third parties with whom We share Personal Data
  - The specific pieces of Personal Data we collected about You
- The right to delete Personal Data. You also have the right to request the deletion of Your Personal Data that have been collected in the past 12 months.
- The right not to be discriminated against. You have the right not to be discriminated against for exercising any of Your Consumer's rights, including by:
  - Denying goods or services to You
  - Charging different prices or rates for goods or services, including the use of discounts or other benefits or imposing penalties
  - Providing a different level or quality of goods or services to You
  - Suggesting that You will receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Exercising Your CCPA Data Protection Rights**

In order to exercise any of Your rights under the CCPA, and if you are a California resident, You can email or call us or visit our "Do Not Sell My Personal Information" section or web page.

The Company will disclose and deliver the required information free of charge within 45 days of receiving Your verifiable request. The time period to provide the required information may be extended once by an additional 45 days when reasonable necessary and with prior notice.

### **Do Not Sell My Personal Information**

We do not sell personal information. However, the Service Providers we partner with (for example, our advertising partners) may use technology on the Service that "sells" personal information as defined by the CCPA law.

If you wish to opt out of the use of your personal information for interest-based advertising purposes and these potential sales as defined under CCPA law, you may do so by following the instructions below.

Please note that any opt out is specific to the browser You use. You may need to opt out on every browser that you use.

### **"Do Not Track" Policy as Required by California Online Privacy Protection Act (CalOPPA)**

Our Service does not respond to Do Not Track signals.

However, some third party websites do keep track of Your browsing activities. If You are visiting such websites, You can set Your preferences in Your web browser to inform websites that You do not want to be tracked. You can enable or disable DNT by visiting the preferences or settings page of Your web browser.

### **Children's Privacy**

The Service's user accounts are created based on request and are not meant for children under 13 years of age. In fact the Service is meant for professionals who are adults of more than 18 years of age.

### **Your California Privacy Rights (California Business and Professions Code Section 22581)**

California Business and Professions Code section 22581 allows California residents under the age of 18 who are registered users of online sites, services or applications to request and obtain removal of content or information they have publicly posted.

To request removal of such data, and if you are a California resident, You can contact Us using the contact information provided below, and include the email address associated with Your account.

Be aware that Your request does not guarantee complete or comprehensive removal of content or information posted online and that the law may not permit or require removal in certain circumstances.

### **Links to Other Websites**

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

### **Changes to this Privacy Policy**

We may update our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

### **Contact Us**

If you have any questions about this Privacy Policy, You can contact us:

- By email: [hello@taika3d.com](mailto:hello@taika3d.com)
- By visiting this page on our website: <https://www.taika3d.com>