## jai-ai.com Privacy Policy

This Privacy Policy describes how <u>jai-ai.com</u> collects, uses, stores, shares, and protects your information whenever you use JaiAI Mobile Apps, <u>jai-ai.com</u> websites, any <u>jai-ai.com</u> API or third party applications relying on such an API ("<u>jai-ai.com</u> Sites") or any <u>jai-ai.com</u> Services.

By using the <u>jai-ai.com</u> Sites and <u>jai-ai.com</u> Services, you consent to this data practices statement. This Privacy Policy will undergo periodic changes, and it is your responsibility to review this Privacy Policy frequently. When required by law, we will notify you of any changes to this Privacy Policy.

### 1. Collecting and Managing Your Information

## 1.1 Collecting Your Information

When you use <u>jai-ai.com</u> Sites and Services, we collect information through your computer, mobile phone, or other access devices. This information may include your IP address, device information including, but not limited to, identifier, device name and type, operating system, location, mobile network information, and standard web log information, such as your browser type, message traffic, and your access to <u>jai-ai.com</u> Sites and Services. <u>jai-ai.com</u> does not intentionally collect information from or about any individual who is under 18 years old.

When you create an account or use <u>iai-ai.com</u> Services, we collect the following types of information:

- Contact information your name, address, phone, email, and other similar information
- Identity information date of birth, taxpayer identity or government identification number (taxpayer identity, passports, driving licences, etc.) or other personal information
- Credit Reference Agencies Identity, address and credit worthiness related information from 3
- Financial information the full bank account and routing/sort numbers, credit/debit card numbers that you link to your JaiAI Account or input when you use
- Customer support Additional information you disclose to our customer support team.

When you use <u>jai-ai.com</u> Sites and Services, we collect information about your transactions and/or your other activities and we may continuously collect information about your computer, mobile device, or other access device for fraud prevention purposes, to monitor for possible breach of your JaiAI Account, and to identify any malicious software or other activity that may harm <u>jai-ai.com</u> or its users.

You may choose to provide us with access to certain personal information stored by third parties such as social media sites (such as Facebook and Twitter). The information we have access to varies by site and is controlled by your privacy settings on that site and your authorisation. By associating an account managed by a third party with your JaiAI account and authorising <u>jai-ai.com</u> to have access to this information, you agree that <u>jai-ai.com</u> may collect, store, and use this information in accordance with this Privacy Policy.

#### 1.2 Protecting Your Personal Information

"Personal Information" describes information associated with a specific person and can be used to identify that person. This Privacy Policy does not apply to personal information that has been anonymised and hence cannot be used to identify a specific user. <a href="mailto:jai-ai.com">jai-ai.com</a> takes reasonable precautions, as described herein, to protect your personal information from loss, misuse, unauthorised access, disclosure, alteration, and destruction.

We store and process your personal and transactional information, including certain payment information, where <u>jai-ai.com</u> facilities or our service providers are located, currently India, European Union, Canada and the United States of America. We enforce physical access controls to our buildings and files, and we authorise access to personal information only for those employees who require it to fulfil their job responsibilities.

We protect personal and transactional information by maintaining where required physical access to our cloud hosts and operations computers, mobile applications hardening, data encryption of critical information, firewalls, and procedural safeguards in compliance with applicable standards and laws. Full credit card data is securely stored in compliance with Payment Card Industry Data Security Standards (PCI DSS). This information is not accessible to jai-ai.com staff. We store our customers' personal information securely throughout the life of the customer's JaiAI Account. jai-ai.com will retain your personal information for a minimum of seven years to comply with our legal obligations or to resolve disputes.

## 1.3 Using Your Personal Information

Our primary purpose in collecting personal information is to provide you with a secure, smooth, efficient, and customized experience. We use your personal information only to:

- Provide <u>jai-ai.com</u> Sites and <u>jai-ai.com</u> Services;
- Customer support;

- Process your transactions;
- Resolve disputes, collect fees, and troubleshoot problems;
- Prevent and investigate potentially prohibited or illegal activities, and/or violations of our posted user terms;
- Customise, measure, and improve <u>jai-ai.com</u> Sites and Services;
- Deliver targeted marketing, service update notices, and promotional offers based on your communication preferences; and
- Verify your identity by comparing your personal information against third-party databases.

### 1.4 Marketing

From time to time we may request your permission to allow us to share your personal information with third parties for marketing purposes. You may opt out of having your personal information shared with third parties.

Any communications we send to you will either be related to your account or will be related to <u>jai-ai.com</u> Sites and Services, and if unrelated communication is made, we will provide you with an "unsubscribe" mechanism through which you may opt out of receiving other similar messages in the future.

### 1.5 Sharing Your Personal Information with other JaiAI Users

If you use your JaiAI Account to transfer Digital Currency from HCE Wallet Digital Accounts (collectively referred to as "Transactions") in connection with the purchase or sale of goods or services, we or you may also provide the seller with your shipping address, name, and/or email to help complete your transaction with the seller. The seller is not allowed to use this information to market their services to you unless you have agreed to it. If an attempt to transfer Transactions to your seller fails or is later invalidated, we may also provide your seller with details of the unsuccessful transfer. To facilitate dispute resolutions, we may provide a buyer with the seller's address so that goods can be returned to the seller.

In connection with a Transaction transfer between you and a third party, including merchants, a third party may share information about you with us, such as your email address or mobile phone number which may be used to inform you that a transfer has been sent to or received from the third party. We may use this information in connection with such transfers to confirm that you are a jai-ai.com customer, that Transactions transfers are enabled, and/or to notify you that you have received Transactions. If you request that we validate your status as an jai-ai.com customer with a third party, we will do so. You may also choose to send or request Transactions from an email address. In such cases, your user name will be displayed in an email message notifying the user of the designated email address of your action. Please note that merchants you interact with may have their own privacy policies, and jai-ai.com is not responsible for their operations, including, but not limited to, their information practices.

If you authorise one or more third-party applications to access your JaiAI account, then information you have provided to <a href="jai-ai.com">jai-ai.com</a> may be shared with those third parties. Unless you provide further authorisation, these third parties are not allowed to use this information for any purpose other than to facilitate your transactions using <a href="jai-ai.com">jai-ai.com</a> Services.

## HOW WE SHARE PERSONAL INFORMATION WITH OTHER PARTIES

We may share your personal information with:

- Third party identity verification services in order to prevent fraud. This allows <u>jai-ai.com</u> to confirm your identity by comparing the information you provide us to public records and other third party databases. These service providers may create derivative data based on your personal information that can be used solely in connection with provision of identity verification and fraud prevention services;
- Service providers under contract who help with parts of our business operations such as bill collection, marketing, and technology services. Our contracts require these service providers to only use your information in connection with the services they perform for us, and prohibit them from selling your information to anyone else;
- Financial institutions with which we partner;
- Companies or other entities that we plan to merge with or be acquired by. Should such a combination occur, we will require that the new combined entity follow this Privacy Policy with respect to your personal information. You will receive prior notice of any change in applicable policy;
- Companies or other entities that purchase <u>jai-ai.com</u> assets pursuant to a court-approved sale under UK and/or Indian law.
- Law enforcement, government officials, or other third parties when we are compelled to do so by a court order, or similar legal procedure; or
- We believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our User Agreement; and
- Other third parties with your consent or direction to do so.

Before <u>jai-ai.com</u> shares your information with any third party that is not acting as an agent to perform tasks on behalf of and under the instructions of <u>jai-ai.com</u>, <u>jai-ai.com</u> will enter into a written agreement requiring that the third party to provide at least the same level of privacy protection as required hereunder.

If you establish a JaiAI Account indirectly on a third party website or via a third party application, any information that you enter on that website or application (and not directly on an <u>jai-ai.com</u> website) will be shared with the owner of the third party website or application and your information may be subject to their privacy policies.

In general, we will notify you of material changes to this policy by updating the last updated date at the top of this page, and we will provide you with explicit notice of material changes as required by law. We recommend that you visit this page frequently to check for changes.

### 2. Use of Cookies

When you access our website or content or use our mobile application or <u>jai-ai.com</u> Services, we or companies we work with may place small data files called cookies or pixel tags on your computer or other device. We use these technologies to:

- Recognise you as a <u>jai-ai.com</u> customer;
- Customise <u>jai-ai.com</u> Services, content, and advertising;
- Measure promotional effectiveness; and
- Collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

We use both session and persistent cookies when you access our website or content. Session cookies expire and no longer have any effect when you log out of your account or close your browser. Persistent cookies remain on your browser until you erase them or they expire.

We also use Local Shared Objects, commonly referred to as "Flash cookies," to help ensure that your account security is not compromised, to spot irregularities in behaviour to help prevent fraud, and to support our sites and services.

We encode our cookies so that only we can interpret the information stored in them. You are free to decline our cookies if your browser or browser add-on permits, but doing so may interfere with your use of <u>jai-ai.com</u> Services. The help section of most browsers or browser add-ons provides instructions on blocking, deleting, or disabling cookies.

You may encounter <u>jai-ai.com</u> cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application. Likewise, these third parties may place cookies or pixel tags that are not subject to our control and the <u>jai-ai.com</u> Privacy Policy does not cover their use.

## SPECIFIC CONSENT BY USERS IN THE EUROPEAN ECONOMIC AREA

If you are located in, or a resident of, the European Economic Area ("EEA"), you specifically and voluntarily consent to the transfer of your personal information to our related entity and service providers in the USA, for the specific purposes of performing identity verification or checking, to enable us to prevent fraud and comply with our legal obligations.

The USA may not have protections in place for personal data as extensive as those within the EEA. However, we require our service providers, to treat your personal information in strict confidence and use appropriate security measures to protect it. We also require them to uphold the standards of the European Union's Directive on Data Protection, and all of our other obligations under this Privacy Policy.

You may revoke your consent to this section at any time by emailing support@hceservice.com (mailto:support@hceservice.com) with the subject line "Revoke EEA Data Consent".

# SPECIFIC CONSENT BY USERS IN SINGAPORE

If you are located in, or a resident of, Singapore, you specifically and voluntarily consent to the transfer of your personal information to our related entity and service providers in the USA, for the specific purposes of performing identity verification or checking, to enable us to prevent fraud and comply with our legal obligations.

The USA may not have protections in place for personal data as extensive as those within Singapore. However, we require our service providers, including <u>jai-ai.com</u>, to treat your personal information in strict confidence and use appropriate security measures to protect it. We also require them to uphold all of our other obligations under this Privacy Policy. You may revoke your consent to this section at any time by emailing support@hceservice.com (mailto:support@hceservice.com) with the subject line "Revoke Singapore Data Consent".

### 3. Access or Changing Person Information

You can review, correct, or amend your personal information, or to delete that information where it is inaccurate, and you may do so at any time by logging in to your account on your JaiAI App. This right shall only be limited where the burden or expense of providing access would be disproportionate to the risks to your privacy in the case in question, or where the rights of persons other than you would be violated. If you close your JaiAI Account, we will mark your account in our database as "Closed," but will keep your account information in our database for a period of time described above. This is necessary in order to deter fraud, by ensuring that persons who try to commit fraud will not be able to avoid detection simply by closing their account and opening a new account. However, if you close your account, your personally identifiable information will not be used by us for any further purposes, nor sold or shared with third parties, except as necessary to prevent fraud and assist law enforcement, as required by law, or in accordance with this Privacy Policy.

## 4 Contacting Us About Privacy

Questions or complaints or concerns regarding this policy to support@hcesecure.com.

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Last updated: 28th September, 2025