



## SERVICE AGREEMENT

Effective date: 4th October 2023

### 1. WHO WE ARE? WHO SHOULD READ THESE TERMS?

- **Who We Are**

Company name: Emotech LTD

Registered business address: 71-75 Shelton Street, Covent Garden, London WC2H 9JQ

Company registration number: 9189601

Authorized individual: Hongbin Zhuang

- **Who should read these Terms**

When you visit our Website, when you sign up to use our Services described in these Terms you agree to be bound by all the Terms contained in this Agreement.

### 2. DEFINITIONS

**“Agreement” / “Terms”** refer to all Terms contained in this document

**“Account”** means the respective account of the customer

**“Customer” / “You” / “User”** refers to the individual and/or business that registers to use our platform and services and/or that visits our website.

**“Sign-up Form”** means the form that each user needs to fill out to start using our platform and services

**“Services”** means the Services described in Section 4 of this Agreement.

**“Company” / “We” / “Us” / “Service Provider”** refers to the business described in section 1 of this Agreement.

**“Platform”** means the Company’s platform where its services are made available.

### 3. FILLING OUT THE SIGN-UP FORM



By submitting the Sign-up Form, and by signing up to our services with Google, the Customer agrees that this Agreement will govern his/her access to and use of the Services provided by Us, and the entire contractual relationship between Us and the Customer will be governed by these Terms.

The Customer hereby warrants that all information he/she provided is accurate, current, truthful, and not misleading.

The Customer agrees that he/she will use the Company's Services for its own business and/or personal activities and he/she will not allow any third party to use them in his place or on his behalf, unless he takes full responsibility.

The Customer warrants that he/she will update this information in his/her Account in the event of modification, so that it always corresponds to the above-mentioned criteria.

#### **4. DESCRIPTION OF SERVICES**

Subject to these Terms, the Company allows Customers to access and use the following Services:

- **Avatar Video Generation**

Our Avatar Video Generation tool allows users to upload either text or audio and a transcript, to make some selections, and to generate an mp4 video that is downloadable.

This video can only be used for proper purposes, subject to the rules and limitations specified in this Agreement. These purposes may include product marketing/promotion, social media posts, and training course videos.

- **Animation Generation**

Our Animation Generation tool allows Users to enter either text or audio and a transcript, make some selections, and generate an animation file that is downloadable. This animation file can only be used for proper purposes, subject to the rules and limitations set out in this Agreement. Such purposes include, but are not limited to: Game development, and animated TV show development.

- **Content Chatbot (sales/marketing/customer service AI assistant powered by large language models)**



Users can upload content to the platform, which are then studied by our language model. This enables us to create a chatbot that can provide relevant answers based on the provided content.

- **Interactive avatar**

Our Interactive Avatar enables Users to ask questions using their microphone and/or camera. Furthermore, users can also ask questions by using their keyboard

The avatar is connected to an LLM(Large language model) that provides answers to user queries.

## **5. PAYMENT TERMS**

The service prices are displayed in the summary of the order.

All payments for the access to and use of our Services shall become due immediately upon the subscription to our Services.

Unless specified to the contrary, prices displayed are in \$(USD).

We reserve the right to change the subscription prices unilaterally. Any changes to the subscription prices shall become effective upon notice to our customers via email.

## **6. SUBSCRIPTION TERMS**

We provide some of our Services on a subscription basis.

When you subscribe to any of our services, you will be billed in advance and your subscription will be automatically renewed, unless you cancel your subscription before the current billing cycle ends.

While subscribing to our Services, you will be required to provide your billing information, including your full name, billing address, and card details. You hereby authorize Us to charge the applicable subscription fees to your account.

In the event that payment for a subscription period is not processed for whatever reason, we have the right to issue an electronic invoice to you and we reserve the right to cancel your subscription without further notice.



In the event that you do not use or benefit from our Services during a given period, the unused allowance will not be carried over to the next billing cycle.

## 7. YOUR CONTENT

When using our Platform and Services, you may post or share various types of content such as text, audio, graphics, video, or other types of content as may be allowed. ("**Your Content**") Furthermore, you may also generate your own content by using our Services. ("**User-generated content**")

In relation to the content you upload to our platform and services and all user-generated content, you agree to comply with the following:

You assume full liability for the legality, appropriateness, and accuracy of your content and user-generated content.

You warrant that you have full rights to post and process content on our platform and services.

You warrant that posting and uploading of content on our platform and producing user-generated content does not violate any applicable data privacy laws, privacy rights, intellectual property rights, or any other third party rights.

You acknowledge that we disclaim all liability for the content you post or content you generate on our Platform and we do not take any responsibility to protect your rights over your content.

We reserve the right to review, monitor, edit, and remove all content uploaded on our platform. We may use third-party contractors, a software solution, or any other tool as may be necessary to exercise such review and monitoring.

You warrant that when you upload content on our platform or when you generate content, you will use personal data in compliance with all applicable laws and regulations and you will be fully liable for any violation of applicable data privacy laws and/or data privacy rights.

By uploading content on our Platform and generating your own content by using our services, you grant us the right to use this content for internal research, to produce research reports, to analyze and improve our website, platform, and services, and to develop new technologies. When we use your content for these purposes, we may use various third-party tools including, but not limited to: Google Analytics, and Hotjar.

## **8. CONFIDENTIALITY**

In the context of this Agreement, the term “Confidential Information” shall cover certain proprietary or confidential business or technical information which is made available by either party to the other party to these Terms, from and after the Effective Date until the expiration of this Agreement.

Both the Company and the Customer shall not:

Use or disclose to any person, except to their professional representatives or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the Company, or its products which may have or may in the future come to their knowledge; or use such confidential information except as necessary for the performance of the Services in connection with this Agreement.

## **9. YOUR OBLIGATIONS**

You agree and warrant that when you access to, use, and subscribe to our services and platform, you will:

Comply with all applicable laws and regulations,

Provide accurate, and up-to-date information when signing up for our services and you will not provide misleading information,

Not infringe any third-party rights.

## **10. LIMITATION OF LIABILITY**

Our content, platform, and services are provided on an “as-is” and “as-available” basis.

Subject to the limitations imposed by applicable laws, We make no warranty or representation in relation to the security, accuracy, reliability, or availability of our website, platform, and services.



Furthermore, We disclaim all warranty that our platform, our services, or any content therein will be reliable, accurate, or uninterrupted.

Furthermore, we make no representation that any content or results obtained through the use of our platform services will meet your needs or expectations.

The Company and the User hereby agree that the Company shall not be liable to the User for:

- loss of profit, business, goodwill, anticipated savings, goods, contract, use, or data; losses arising from the acts or omissions of a Publisher; or for any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses.
- In any event, The total liability of the Company in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise arising in connection with the provision of its Services and access to and use of its Platform shall not exceed the total amount paid to the Company in subscription fees.

## **11. DISCLAIMER OF WARRANTIES FOR RESULTS**

When you access our platform and use our services, you acknowledge that we do not guarantee any particular result, achievement, or outcome.

You hereby release us of all liability for any failure on your part to obtain a specific outcome.

## **12. WARRANTIES**

### **• Warranties of the User**

You hereby warrant that:

You have full power and You are legally authorised to enter into this Agreement and access to and use our Services,

You will not make any false, misleading, or disparaging representations or statements regarding our Company, our Services or our Platform

You possess all necessary licences and approvals to enter into this Agreement and use our services

- **Warranties of the Company**

The Company warrants that:

It will provide its services, using personnel of the required skill, experience, and qualifications necessary and appropriate to perform such Services in accordance with generally recognized industry standards in its field.

It will comply with the Laws of England and Wales and it will make reasonable efforts to comply with other applicable laws and regulations.

### **13. INDEMNIFICATION**

You shall indemnify, defend, and hold harmless the Company (including its directors, employees, agents, contractors, and other personnel), from and against any claims, costs, damages, losses, liabilities, and expenses (including legal fees) relating to any claims, actions, suits or proceedings by third parties against Company arising out of or related in any way to any breach by the User of any of the warranties.

### **14. PROHIBITED ACTIVITIES**

The User hereby warrants that it will not carry out any illegal activities or any activities that cause damages to the Company. In particular, the User is prohibited from the following:

- Use of our website, content, or services for any unlawful purpose,
- To solicit others to be involved in any unlawful acts
- To infringe upon any Intellectual Property Rights, whether our IP rights or that of others,
- To submit false, inaccurate, or misleading information
- To harass, intimidate, abuse, or insult anyone,
- To interfere with or circumvent the security features we put in place,
- To use our platform and services to exploit, or harm minors in any way by exposing them to inappropriate content
- To use our platform for adult entertainment or similar purposes

- To use our platform and services in a way that causes harm to third parties
- To attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of our Services.

## **15. OBLIGATIONS RELATED TO INTELLECTUAL PROPERTY RIGHTS**

The Company retains ownership of all intellectual property rights subsisting in its products, services, and materials.

Until the End Date of this Agreement, or if terminated in accordance with this Agreement, the Company grants Service Users a non-exclusive, worldwide, royalty-free, non-transferable licence to use the intellectual property rights in the products, services, and/or any other materials as provided by the Company to the extent required for the provision of the purchased Services of the Company.

The User warrants that he/she will use information and data obtained from and in connection with using the Services only for the purpose of this Agreement. Use of such information for any other purpose, or disclosure of such information to third parties is prohibited.

In particular, all our users are prohibited from the following activities:

Making any modification, adaptation, or improvement to our Software or producing derivative work from our Software; (To avoid any confusion, this restriction applies to producing derivative work from the source code of our software and it does not prevent our users from creating content by using our service)

Decompiling, reverse engineering, or attempting to derive the source code of our Software;

Removing, altering, or obscuring any proprietary notice (including notice concerning copyright or trademark) posted by Us or the licensors of our Software;

Using our Software and/or Services for any purpose for which it is not designed or intended;

Using our Software and/or Services for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for our software and/or services.

Furthermore, you hereby acknowledge that you shall not distribute, transfer, sublicense, lease, lend, or rent our Software or services to any third party.

## **16. LINK TO OTHER WEBSITES**

We disclaim all responsibility for the technical availability of third-party websites.

We disclaim all liability for the content and services provided on third-party websites

## **17. REFUNDS**

### **Refund terms for individuals**

If you are an individual acting in a personal capacity, you may be entitled to a refund within 15 days following your subscription payment. However, the Company, at its sole discretion, may only give you a partial refund, taking into account objective criteria such as for how long you have used the Services.

### **Refund terms for businesses or solo traders**

If you use our services in a business capacity, it will be at our sole discretion to issue a partial or full refund to you, taking into account objective criteria such as for how long you have used our services or whether you have a valid reason to ask for a refund under these Terms.

## **18. GOVERNING LAW**

Any dispute or claim arising out of or in relation to this Agreement shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to resolve any disputes and/or claims (Including non-contractual) arising out of this Agreement.

## **19. TERMINATION**

In the event that you breach any of the Terms of this Agreement or you act in bad faith in accessing and using our services and platform, we may suspend or terminate your account and subscription and your access to and use of our Service effective immediately, without further notice.



If you wish to terminate your account or your subscription, you can do so by visiting your Account page within our platform. If you run into any issues or problems with canceling your subscription, you can contact us via the means described in section 21 of this Agreement. Your request to cancel your subscription will take effect at the end of the current billing cycle.

## **20. CHANGES TO TERMS**

We reserve the right to change these Terms at any time by posting the updated version on our Website. Any changes made to these Terms shall become effective immediately upon publication on our Website.

## **21. HOW TO CONTACT US**

Company name: Emotech LTD

Registered postal address: 71-75 Shelton Street, Covent Garden, London WC2H 9JQ

Business email address: [info@emotech.co](mailto:info@emotech.co)

Phone number: +447541724318

## **DATA PROCESSING AGREEMENT ADDENDUM**

This Data Processing Agreement (hereinafter referred to as the “**DPA**”) forms part of and is subject to the provisions of, the Service Agreement (“**the Agreement**”) between The Company (“**Us**”) and the User. In the event of a conflict between the terms of this DPA and the Terms (“**The Agreement**”), the terms and conditions of this Data Processing Agreement shall prevail with respect to the subject matter of Processing of Personal Data.

### **1. Definitions**

**1.1. “Applicable Data Protection Law”** covers any applicable legislative or regulatory regime enacted by a recognized government, or governmental or administrative entity with the purpose of protecting the privacy rights of natural persons or households consisting of natural persons.

**1.2 “User”, “You”, and “Data Controller”** refer to the Entity that determines as a legal person alone or jointly with others the purposes and means of the processing of Personal Data and that transfers various categories of personal data to Us by using our platform.

**1.3. “Data Processor”, “We”, “Us”** refers to the entity that processes personal data on behalf of the Data Controller. In the context of this DPA, the Company specified in the Service Agreement is the Data Processor.

**1.4. “Customer Personal Data”** means the personal data (as defined by Applicable Data Protection Law) that is transferred to, disclosed to, or otherwise made available to Us, regardless of the method of disclosure.

**1.5. “Data Subject”** means individuals whose personal data are collected and provided to Us

**1.6. “Personal Data”** means any information relating to an identified or identifiable natural person, including information that could be linked, directly or indirectly, with a particular Data Subject.

**1.7. “Sub-Processor”** means an authorised sub-processor engaged by Us that Processes Personal Data to provide Services.

## 2. Parties

Data Controller	Data Processor
<p><b>Business Name:</b> User that signs up for services</p> <p><b>Authorized individual:</b> User who submits the sign-up form</p> <p><b>Business address:</b> Address of the individual or business User that signs up to use Data processor’s services</p>	<p><b>Business name:</b> Emotech LTD</p> <p><b>Authorised individual:</b> Hongbin Zhuang</p> <p><b>Business Address:</b> 71-75 Shelton Street, Covent Garden, London WC2H 9JQ</p>

## 3. Details of Data Processing



**Subject Matter.** The subject matter of the data processing under this DPA is the transfer of personal data of Concerned Individuals, including but not limited to:

Personal details that may be included in the content uploaded to our platform

**Duration.** The duration of the data processing under this DPA is for the lifetime of the relationship between parties.

**Purpose.** The purpose of the data processing under this DPA is the following: To enable the Data Controller to use our services specified in the Terms of Service Agreement.

**Categories of data subjects:** Individuals whose personal data are uploaded to or processed on the Data Processor's platform.

**Nature of the Processing:** Uploading and processing of personal data on Data Processor's platform.

### **3. Processing Roles**

This DPA governs the transfer of Personal Data by Users to Us.

In this regard, the User will act as a “**Data Controller**” and the Company will act as a “**Data Processor**”.

### **4. Description of the Data Processing Activities**

You will upload Personal Data and make this data available to Us, enabling Us to process this data to provide our services to you.

### **5. Obligations of the Data Processor**

We shall process Personal Data only in accordance with the instructions received from You, including in accordance with the Agreement.

The Data Controller shall only provide instructions to Us that comply with Applicable Laws.

If We cannot comply with the terms of this DPA for whatever reason, then We shall promptly inform the User of our inability to comply.

We warrant that, upon the User's request, We will cooperate with the User to enable the User to:

- (a) comply with reasonable requests of access, rectification, and/or deletion of Personal Data arising from a Data Subject;
- (b) enforce rights of Data Subjects under the Applicable Data Protection Law; and/or
- (c) comply with all requests from a supervisory authority, including but not limited to in the event of an investigation.

## **6. Obligations of the Data Controller - Compliance with Laws**

The Data Controller warrants that it will ensure that its instructions, its use, and any other processing of personal data provided by the Data Processor will comply with all Applicable Data Protection Laws, regulations, and rules applicable in relation to the Data made available by the User.

The Controller will also ensure that the processing of Personal Data in accordance with its instructions will not cause or result in the Data Processor or Data Controller breaching any laws, rules, or regulations.

## **7. Notification of Personal Data Breach**

In the event of a Personal Data Breach arising during the performance of the Services by the Company, the Company shall:

1. Notify the User about the Breach without undue delay, but in no event less than seventy-two (72) hours, after becoming aware of the Personal Data Breach; as part of the notification under Section of this DPA, to the extent reasonably available at the time of notice;
2. Provide a description of the nature of the breach, the categories and approximate number of Data Subjects affected, the categories and approximate number of data records affected, the likely consequences of the Breach, and the risks to affected Data Subjects; promptly update the User as additional relevant information becomes available;
3. Take all actions as may be required by Applicable Data Protection Law;
4. Maintain records of all information relating to the Breach, including the results of its own investigations and authorities' investigations as well as remedial actions taken.

## **8. Security Measures**

The Company shall take and implement appropriate technical and organizational security and confidentiality measures designed to provide a level of security appropriate to the risk to Personal Data against unauthorized use, modification, loss, compromise, destruction, or disclosure of, or access.

## **9. Sub-Processors**

User hereby provides the Company with general written authorization to engage Sub-Processors to access and process Personal Data.

The Company will impose contractual obligations on its Sub-Processors, and contractually obligate its Sub-Processors to impose contractual obligations on any further sub-contractors which they engage to process Personal Data, which provide the same level of data protection for Personal Data in all material respects as the contractual obligations imposed in this DPA.

The Company will notify the User at least 7 days in advance (by email and by notice in the Service) of any changes to the list of Sub-Processors in place.

## **10. Limitations of Liability**

The liability of each party under this DPA is subject to the exclusions and limitations of liability set out in the Service Agreement.

## **11. Conflict and Termination of this Agreement**

In the event of a conflict between this DPA and the Agreement, this DPA will prevail. This DPA shall continue in force until the termination of the Agreement.

## **12. Governing Law**

This DPA shall be governed by and construed in accordance with the Laws of England and Wales. English Courts shall have exclusive jurisdiction to resolve disputes that arise out of or in relation to this DPA.

## **13. Deletion or return of Personal Data**

Subject to this section, Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data. Processor shall provide written certification to Company that it has fully complied with this section within 10 business days of the Cessation Date.

The paragraph above shall not apply to personal data that is used for the Company's own purposes, as specified in the Service Agreement.

#### **14. Data Protection Impact Assessment and Prior Consultation**

Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Company reasonably considers to be required by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

#### **15. Audit rights**

Subject to this section, Processor shall make available to the User on request all information necessary to demonstrate compliance with this Agreement and shall allow for and contribute to audits, including inspections, by the User or an auditor mandated by the User in relation to the Processing of the Company Personal Data by the Sub-Processors. Information and audit rights of the Company only arise under this section to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

The Data Controller shall give the Processor reasonable prior written notice of any audit or inspection to be conducted under this Section and shall use (and ensure that each of its mandated auditors uses) its best efforts to avoid causing any damage, injury, or disruption to the Data Processor.

The Data Controller and the Data Processor shall mutually agree upon the scope, timing, and duration of the audit or inspection and any reimbursement of expenses for which the Data Controller shall be fully responsible.

The scope of audit rights does extend to physical premises where the User Data is processed.

#### **16. Confidentiality**

Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law;
- (b) the relevant information is already in the public domain.

The Data Processor shall ensure that any personnel whom it authorizes to Process Personal Data on its behalf is subject to appropriate confidentiality obligations (whether a contractual or statutory duty) with respect to that Personal Data.

## **17. International Data Transfers**

The User hereby authorises the Data Processor to make international data transfers of personal Data in accordance with this DPA so long as Applicable Privacy Laws for such transfers are respected.

- **Transfers out of the UK**

[The UK Data Transfer Addendum](#) issued by the UK ICO applies to a transfer from the United Kingdom of Personal Data Processed under this DPA between you and us and is incorporated into this DPA.

You agree that the UK Data Transfer Addendum is completed and supplemented as follows:

- (a) We are the data importer and you are the data exporter;
- (b) Table 1 of the UK Data Transfer Addendum is deemed to be populated with the information set out in Annex I of Exhibit 2 of this DPA;
- (c) for the purposes of Table 2 of the UK Data Transfer Addendum, the version of the “Approved EU SCCs” (including the appendix information, modules, and selected clauses) appended to the UK Data Transfer Addendum is the EEA SCCs;
- (d) the optional docking clause under Clause 7 of the EEA SCCs will not apply;
- (e) option 2 under Clause 9 of the EEA SCCs applies and You generally authorize Us to engage Sub-processors according to Section 11 of this DPA;
- (f) the optional redress language under Clause 11(a) of the EEA SCCs will not apply;
- (g) Table 3 of the UK Data Transfer Addendum is deemed to be populated with the information set out in Annexes 1 and 2 of this DPA;
- (h) The “importer” and “exporter” option applies for the purposes of Table 4 of the UK Data Transfer Addendum;
- (i) under Part 2, the mandatory clauses of the UK Data Transfer Addendum will apply; and
- (j) by allowing us to use your services, you will be deemed to have signed the UK Data Transfer Addendum.

- **Transfers out of Switzerland**

With respect to Personal Data transferred from Switzerland for which Swiss law (and not the law in any European Economic Area jurisdiction) governs the international nature of the transfer, references to the GDPR in Clause 4 of the New EU SCCs are, to the extent legally required, amended to refer to the Swiss Federal Data Protection Act or its successor instead, and the concept of the supervisory authority shall include the Swiss Federal Data Protection and Information Commissioner.

- **Transfers out of the EEA**

With respect to Personal Data transferred from the European Economic Area, the [New EU SCCs](#) issued by the EU Commission on 04.06.2021 are hereby incorporated by reference and shall apply, and take precedence over the rest of this DPA as set forth in the New EU SCCs.

Module Three of the New EU SCCs, populated with Annex I, II, and III below, shall apply:

- (i) In Clause 7, the optional docking clause will not apply;
- (ii) Option 2 under Clause 9 of the EEA SCCs applies and we generally authorize you to engage Sub-processors according to Section 11 of this DPA;
- iii) in Clause 11, the optional language is deleted;
- (iv) In Clauses 17 and 18, the parties agree that the governing law and forum for disputes for the Standard Contractual Clauses will be determined in accordance with the 'Contracting Entity; Applicable Law; Notice' section of the Jurisdiction Specific Terms or, if such section does not specify an EU Member State, the Republic of Ireland (without reference to conflicts of law principles);
- (v) the Annexes of the Standard Contractual Clauses will be deemed completed with the information set out in the Annexes of this DPA; and
- (viii) if and to the extent the Standard Contractual Clauses conflict with any provision of this DPA the Standard Contractual Clauses will prevail to the extent of such conflict.

## **ANNEX I**

### **A. LIST OF PARTIES**

#### **Data exporter:**

Name: Data Controller as specified in this DPA.

Address: As specified in this DPA.

Contact person's name, position, and contact details: Contact details are specified in this DPA.

Activities relevant to the data transferred under these Clauses: Uploading and processing of personal data through the Data Processor's platform

**Signature and date:**

The parties agree that the User's signing up with the Data Processor's Services shall constitute execution of these Clauses by both parties.

**Data importer**

Name: Data Processor as specified in this DPA.

Address: As specified in this DPA.

Contact person's name, position, and contact details: Contact details are specified in this DPA.

Activities relevant to the data transferred under these Clauses: Uploading and processing of personal data through the Data Processor's platform.

**Signature and date:**

The parties agree that the User's signing up with the Data Processor's Services shall constitute execution of these Clauses by both parties.

**B. DESCRIPTION OF TRANSFER**

*Categories of data subjects whose personal data is transferred*

Data subjects are individuals whose personal data are processed on the Data Processor's platforms and services.

*Categories of personal data transferred*

Any type of personal data that may be contained in the content uploaded to the platform and processed through the services

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance*

*strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

None

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

Customer Personal Data may be transferred on a continuous basis until it is deleted in accordance with the DPA.

*Nature of the processing*

The data importer will provide its services as described in the Service Agreement.

*Purpose(s) of the data transfer and further processing*

To allow Users to upload content and personal data to the Platform and to enable them to use the Data Processor's services.

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

For the duration of the Agreement until deletion in accordance with the provisions of the DPA.

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*

As above.

## **C. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with Clause 13*

The Irish Supervisory Authority - The Data Protection Commission unless the data exporter notifies the data importer of an alternative competent supervisory authority.

## **ANNEX II**

### **TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

Can be provided upon request

## **ANNEX III**

## LIST OF SUB-PROCESSORS

The Data Controller has authorised the following sub-processors:

Google Analytics

Hotjar

OpenAI

Google Analytics

Stripe

OpenAI

Microsoft Azure

Amazon AWS

## SIGNATURES

<b>Data Controller</b>	<b>Data Processor</b>
<p><b>Business Name:</b> User that signs up for services</p> <p><b>Authorized individual:</b> User who submits the sign-up form</p> <p><b>Business address:</b> Address of the individual or business User that signs up to use Data processor's services</p>	<p><b>Business name:</b> Emotech LTD</p> <p><b>Authorised individual:</b> Hongbin Zhuang</p> <p><b>Business Address:</b> 71-75 Shelton Street, Covent Garden, London WC2H 9JQ</p>
The Data Controller agrees to the execution of this Agreement in its entirety.	The Data Processor agrees to the execution of this Agreement in its Entirety.



## PRIVACY POLICY

**Effective date: 4th October 2023**

This privacy policy has been compiled to better serve those who are concerned with how their 'Personal Data' (PII) is being used online. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect, or otherwise handle your Personal Data in accordance with our website.

### 1. WHO IS THE DATA CONTROLLER?

Company name: Emotech LTD

Business address: 71-75 Shelton Street, Covent Garden, London WC2H 9JQ

Contact email: [info@emotech.co](mailto:info@emotech.co)

### 2. HOW TO CONTACT US?

Should you have any queries concerning your personal data, you can contact us at:

**Business postal address:** 71-75 Shelton Street, Covent Garden, London WC2H 9JQ

**Business contact email:** [info@emotech.co](mailto:info@emotech.co)

### 3. WHAT PERSONAL DATA DO WE COLLECT ABOUT YOU?

When you sign up for our Services and make payment, we collect your personal data such as your name, surname, email, business you work for, and your financial information.

Financial information includes billing address, card number, CVV number, account details, and expiry date.

When you upload content (Video, audio, text) that contains personal data to our platform, we use your content and any personal data therein to carry out data analytics activities and to analyze and improve our services, our website, and their features.

When you visit our website, we collect various personal data by using analytics & marketing cookies such as your IP address, the previous page you visited, your geographical location, your device information, and information about how you browse through our website and use our services.

### 4. HOW DO WE COLLECT YOUR PERSONAL DATA?

- ***Data you voluntarily provided to us***

When you sign up on our platform, when you make a payment, or when you contact us for any queries, you voluntarily disclose your personal data to us.

- ***Data we automatically collect about you***

When you visit our website, when you upload content that contains personal data, we automatically collect personal data by using tools and technologies such as cookies.

For more detailed information, please visit our Cookies Policy.

## 5. PURPOSES FOR THE COLLECTION OF YOUR PERSONAL DATA AND LEGAL BASES WE RELY ON

Categories of personal data	Purposes	Legal basis
Name, email address, financial information, business you are affiliated with	To complete the sign-up process so you can use our services and make payment to subscribe to our services	<b>Contractual necessity</b>
The content you upload on our platform such as videos, audio, text, and any input you provide.	For internal research, to produce research reports, to analyze and improve our website, platform, and services, and to develop new technologies	<b>Legitimate interests under Article 6.1.f of the EU and the UK GDPR</b>
Information about how you browse through our website and platform, pages and content you view, your IP address, referral page that brought you to our website  Information about your device such as device model and screen size, browsing language, and browser settings.	To analyze how our users interact with our platform so we can enhance user experience on our platform and website	<b>Consent</b>

All personal data we collect and process	To ensure and maintain the security of our website  To prevent fraud	<b>Legitimate interests</b>
All personal data we collect and process	To comply with applicable laws and regulations	<b>Legal obligation</b>
Business email address  Personal email address	To send promotional emails about our services	<b>Legitimate interests</b>
We collect data by using marketing and targeting cookies. Data we collect includes a unique user identifiers, your behavior across different websites, how you interact with our website, and information about your interaction with our Platform, Services, and their functions, including our chatbot	To serve you more personalized ads, to track you across different websites and platforms, to measure performance of our ads	<b>Consent</b>

## 6. INTERNATIONAL DATA TRANSFERS

When we transfer your personal data abroad to a third country that does not have adequate status, we comply with both the UK and the EU General Data Protection Regulation.

We rely on Standard Contractual clauses under Article 46 of the UK and the EU GDPR to lawfully transfer your personal data abroad.

## 7. COLLECTION AND PROCESSING OF YOUR PERSONAL DATA BY STRIPE

When you make a payment to subscribe to our Services, we use Stripe to process your payment. If you want to learn more about what categories of personal data Stripe may collect and how it may use your personal data for its own purposes as a data controller, please refer to the following two pages:

<https://stripe.com/en-gb/privacy#1-personal-data-that-we-collect-and-how-we-use-and-share-it>

<https://stripe.com/en-gb/legal/privacy-center#end-customers>

## **8. DISCLOSURE OF YOUR PERSONAL DATA TO THIRD PARTIES**

When we collect and process your personal data, we use third-party service providers. For instance, we use Stripe to process payments and we use Google Analytics to analyze user data.

In Annex I to this Privacy Policy, you can see the list of third-party service providers and tools we use.

## **9. WHAT ARE YOUR RIGHTS CONCERNING YOUR PERSONAL DATA?**

Under the UK GDPR, you are entitled to exercise the following rights in relation to your personal data:

- **Right of Access and right to be informed**
- **Right to Rectification**
- **Right to Restriction**
- **Right to Object**
- **Right to Be Forgotten**
- **Right to Data Portability**

For more information about your rights, please visit the ICO's Website for further Guidance:

<https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/>

## 10. HOW TO EXERCISE YOUR DATA SUBJECT RIGHTS

You can submit a request to us in one of the following methods:

- **Application by post:** 71-75 Shelton Street, Covent Garden, London WC2H 9JQ
- **Application via email:** [info@emotech.co](mailto:info@emotech.co)

## 11. HOW TO FILE A COMPLAINT WITH THE SUPERVISORY AUTHORITY

If you wish to submit an official complaint to the Data Protection Authority in relation to the collection and use of your personal data, you can resort to one of the following ways:

### **The ICO's postal address:**

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

### **ICO Helpline number:**

0303 123 1113

### **ICO website:**

<https://www.ico.org.uk>

For country-specific information about how you can submit a formal complaint, you may refer to the following directory to contact the relevant supervisory authority:

<https://iapp.org/resources/global-privacy-directory/>

## ANNEX I



**Google Analytics**

**Hotjar**

**Stripe**

**Hubspot**

**OpenAI**

**Microsoft Azure**

**Amazon AWS**