

Privacy Policy

Last Updated: 10/24/2023

Nucleus API Inc dba “AI Qualify” (“AI Qualify,” “we,” “us,” “our”) respects your privacy. This Privacy Policy (the “Privacy Policy”) describes how we collect, use, disclose, and protect your Personal Information (defined below) and how to exercise any rights you might have with respect to this information. This Privacy Policy governs information we collect through our website and mobile website (collectively, “Site”) and information we collect from you or third parties through any other means to provide our services or perform other business activities (collectively, “Services”).

This Privacy Policy applies only to data collected by AI Qualify through the Site and Services and does not apply to our privacy practices with regard to data we process on behalf of companies for whom we perform work (“Clients”). For information about the collection, use, and disclosure of your information by our Clients or by us on behalf of our Clients, please review the relevant Client’s privacy policy.

Please carefully read this Privacy Policy, which is part of our Terms of Use, before using our Site and/or Services. If you do not agree with the Terms of Use and/or this Privacy Policy, you must refrain from using our Site and/or Services. By Accessing or using our Site and/or Services you agree to our use of your information consistent with the Terms of Use and this Privacy Policy.

1. CHANGES TO THIS PRIVACY POLICY

We occasionally update this Privacy Policy to reflect changes in our products and services and customer feedback, or if required by applicable US law. When we post changes, we revise the “last updated” date at the top of this statement. Your use of the Site is subject to the then effective Privacy Policy.

2. CONFLICT BETWEEN THIS POLICY AND LOCAL LAWS AND REGULATIONS

When local laws and regulations require a higher level of protection for your Personal Information, they take precedence over this Privacy Policy. In addition, the specific requirements of this Privacy Policy apply only when local laws and regulations permit.

3. INFORMATION WE COLLECT

Personal Information

We may collect information that personally identifies, relates to, describes, or is capable of being associated with you (“Personal Information”), including:

Identifiers

such as name, mailing address, service address, email addresses, phone numbers, social security number, and AI Qualify account login information;

Commercial information

such as payment card or bank account information, and the type(s) of service subscribed to.

Internet or other electronic network activity information

such as browsing/search history, IP address, data collected by cookies and similar technologies, device information such as device IDs, specifications, and operating system;

Geolocation data

such as non-precise geographic location indicators from mobile devices, websites, and service addresses;

Audio, electronic, visual, thermal, olfactory or similar information

such as call recordings, chat transcripts, and email correspondence.

Professional/employment information

such as employer, and occupation;

Inferences drawn from other Personal Information

or data that relate to your preferences, interests, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes, including credit reports and scores; and

Personal information as described in Cal. Civ. Code § 1798.80(e)

to the extent collected under another category of Personal Information above.

Some of the Personal Information listed above may be considered Sensitive Personal Information under relevant privacy laws. This includes AI Qualify account login credentials. Each type of Sensitive Personal Information may overlap with a category of Personal Information listed above.

The type of Personal Information we collect about you may vary based on how you use our Sites and/or Services and your relationship with us.

Usage Data and Site Activity

We automatically collect information in connection with the actions you take on our Site (“Usage Data”). For example, each time you use our Site, we may collect the type of web browser you use, the type of device you use, your device ID, your operating system and version, your IP address, your internet service provider, the pages you view, referring and exit pages, the date and time of your visit, and the number of clicks to, from, and within our Sites, and the duration of your visits to our Site. Among other things, this data helps us estimate our audience size and usage patterns, recognize you when you return to our Site, store information about your preferences, customize our Site according to your interests, and speed up your searches. If the data we automatically collect is capable of being associated with you, directly or indirectly, we treat it as Personal Information under the categories of Identifiers or Internet or other electronic network information, as appropriate. If this information is not capable of being individually associated with you, we treat it as Usage Data.

Communication Recordings

We may record calls and retain the content of text messages, chat transcripts, or other written/electronic communications between you and us. By communicating with us, you consent to our recording and retention of communications.

4. HOW WE COLLECT INFORMATION

From You

We collect information from you when you use the Site with or without registration, upon registration, and when you use our Services. You are not required to provide us your Personal Information; however, if you choose not to provide the requested information, you may not be able to use some or all of the features of the Site or Services or we may not be able to fulfill your requested interaction. You are responsible for ensuring the accuracy of the information you submit to AI Qualify in connection with your use of the Site. You are also responsible for the use of your password and its use by anyone to whom you disclose it or who obtains from you.

Third-Party Personal Information Sources

We may collect Personal Information from third-party data sources such as the Clients we serve.

Cookies & Other Automated Tools

AI Qualify uses third party advertising and analytic services to help analyze how you use the Site. AI Qualify and these services use "cookies," which are text files placed on your computer, to collect standard Internet log information and visitor behavior information in an anonymous form. Some of the information generated by the cookies about your use of the website (including IP address) is transmitted to service providers and used to evaluate your use of the Site and to compile statistical reports on website activity and audience data for AI Qualify. Additionally, these services can be used to report how your ad impressions, other uses of ad services, and interactions with these ad impressions and ad services are related to visits to our website. Google Analytics is one tool we use, and you can learn more by reviewing Google's Privacy Policy.

You may choose to accept or decline cookies. Most Web browsers automatically default to accept them, but you can modify your web browser setting to decline cookies. If you reject cookies by changing your browser settings, then be aware that this may disable some of the functionality on our Website.

By registering and using the Services, you consent to AI Qualify sending you communications and marketing materials related to services or products provided to you by AI Qualify or that may otherwise be of interest to you, including services or products of our partners or third parties. You will have an opportunity to opt-out of receiving marketing communications by following the instructions provided in the communication.

5. HOW WE USE AND DISCLOSE YOUR INFORMATION

Generally

We may use Personal Information for business purposes, such as to:

- Provide you with the Site and Services;
- Service consumer accounts;
- Communicate with you;
- Market products and services to you;
- Evaluate, develop, and improve business operations
- Perform marketing and other types of research and analytics;
- Develop new or modified products and services;
- Operate information security and anti-fraud programs;

- Comply with applicable legal requirements, industry standards, contractual obligations, our policies, and take actions that we deem necessary to preserve and enforce our rights and the rights of others;
- Perform day-to-day business operations such as accounting and general management; and
- Respond to governmental and other legal requests.

We use Sensitive Personal Information as follows:

- AI Qualify account login information

– to permit access to customers’ online accounts, and in connection with our security and anti-fraud programs.

We may also use Personal Information and/or Sensitive Personal Information as described to you at the point of collection, with your consent, or as otherwise required or permitted by applicable laws.

Service Providers

We may disclose your Personal Information to other businesses (“Service Providers”) to provide services to us or on our behalf. Categories of service providers we use include:

Fulfillment and account servicing vendors, which help us provide products, services and information to you, and service your account or benefits

Payment processors, which help us to accept and process the payments for our products/services to you

Marketing and communications vendors, which help us market our products/services to you, and conduct outreach campaigns

Research and development vendors, which help us develop and improve our products and services

Data and business analytics vendor, which help us collect, analyze, and improve the accuracy of our data (including Personal Information)

IT and network administration vendors, which provide services such as data storage and management, website hosting, and data security

Professional service firms, which provide accounting, legal, auditing, and other professional services and

General service providers, which help us with day-to-day business operations such as office support services, courier services, facilities management, and document destruction.

We require each Service Provider to use reasonable security measures appropriate to the nature of the information involved to protect your Personal Information from unauthorized access, use, or disclosure. Service Providers are prohibited from using Personal Information we provide to them other than as specified by us.

We disclose the following categories of personal information for a business purpose: Identifiers/Contact Information, Commercial information, Internet or other electronic network activity information, geolocation, visual and audio information, and inferences drawn from the above.

Third Party Selling and Sharing

We do not sell or share (for targeted or cross-context behavioral advertising purposes) your Personal Information to other companies who do not provide services to us.

Other Third-Party Disclosures

We may occasionally disclose your Personal Information to Third Parties, for purposes such as:

- To comply with the law;
- To respond to legal requests (including court orders, investigative demands and subpoenas) if, in our discretion, we believe it is necessary or appropriate;
- To prevent or stop any illegal, unethical, or legally actionable activity;
- To protect the safety, property, or rights of ourselves, consumers, or any other third party;
- If we are merged, acquired, or sold, or in the event of a divestiture, restructuring, reorganization, or transfer of some or all of our assets and the disclosure is necessary to complete the transaction;
- To businesses controlling, controlled by, or under common control with us; and
- For additional purposes with your consent where such consent is required by law.

Links to Other Sites

The Site contains links to other third-party websites. AI Qualify is not responsible for the privacy practices of such third-party websites. We strongly recommend that you review the privacy

policy of each website that you access prior to providing any personal information to make sure you understand what data is collected and how such data is used by third parties.

6. SECURITY

We recognize the importance of safeguarding the confidentiality of Personal Information from loss, misuse, or alteration. Accordingly, we employ commercially reasonable administrative, technical, and physical safeguards to protect such Personal Information from unauthorized access, disclosure, and use. Even with these safeguards, no data transmission over the Internet or other network can be guaranteed 100% secure. As a result, while we strive to protect information transmitted on or through our Site or Services, you transmit information at your own risk.

7. ADDITIONAL US STATE PRIVACY RIGHTS

If you are a resident of a state with an applicable privacy law, you may have additional rights to access and control your Personal Information. Exemptions may apply. Consumer privacy rights for residents of these states include:

Right to Access

You have the right to request twice per 12-month period that we provide you:

- the categories or specific pieces of Personal Information we collected about you;
- the categories of sources from which we collected your Personal Information;
- the business or commercial purpose for which we collected your Personal Information; and
- the categories of Third Parties with whom we sold, shared, or disclosed your Personal Information, including the categories of - Personal Information sold, shared, or disclosed to each and the purposes for doing so.

Right to Deletion

You have the right to request that AI Qualify delete any of your Personal Information we have collected from or about you. We may not delete your Personal Information if AI Qualify:

- Needs to retain the personal information to comply with applicable law, exercise our rights, detect and protect against fraudulent and illegal activity, or comply with other legal obligations;

- Uses the personal information internally in a manner that you have authorized or is reasonably within your expectations as a consumer, such as if we need to complete a transaction for you.

Right to Correct

You have the right to request that we correct inaccurate Personal Information we maintain about you. After you request to correct inaccurate Personal Information, we will provide instructions for you to provide us with optional documentation to support your request and we will consider it. We may decline to correct your Personal Information if we determine that your request is fraudulent or abusive or if we determine, based on the totality of the circumstances, that your correction is more likely inaccurate than accurate. We may decide to delete your allegedly inaccurate Personal Information instead of correcting it. If you only wish to update your contact information or other Personal Information rather than disputing its accuracy, please make the changes directly in your account or email us at info@usenucleus.io.

Right to Appeal

You have the right to appeal our decision to deny, in full or in part, one or more of your privacy requests. We will process appeal requests within 45 days of receipt, subject to any applicable exemptions and extensions permitted by law. If we deny your appeal, we will provide you with a written explanation of the reasons for our decision.

Right to Opt-Out from the Sale or Sharing of Personal Information

You have the right to direct us not to sell or share (for targeted or cross-context behavioral advertising purposes) your Personal Information to Third Parties. We will process requests within 15 business days, subject to any applicable exceptions and extensions permitted by law.

How to Exercise Your Rights

If you are a California resident and would like to exercise your rights, you may submit a request by emailing us at [insert email], by calling us toll-free at [insert telephone number], or by completing our online request form. If you submit your request via email, please include at least your name, mailing address, email address, and a description of your request. We will confirm receipt of your request within 10 business days.

After you submit your request, we may contact you to obtain additional information necessary to verify your identity. For example, we may require you to verify certain information in our files or submit a signed declaration under penalty of perjury verifying your identity. We will not process

your request without verifying your identity, so please respond promptly. If you do not timely respond to our requests for information, we may deny your request.

We will process verified Right to Know, Deletion, and Correction requests within 45 days of receipt, subject to any applicable exemptions and extensions permitted by law up to 90 days. If you have an online account with us, we will provide the response to your request via the online account, otherwise, we will give you the option to choose between mail and electronic delivery.

Authorized Agent

If you are an authorized agent submitting a request on behalf of a California resident, you must provide a copy of a lawful power of attorney or a written signed authorization from the consumer along with proof your identity. You may provide this documentation via email to [insert email] after submitting the request. We may contact you and/or the consumer on whose behalf you claim to act to verify your authorization.

Non-Discrimination Notice

We will not discriminate against any consumer for exercising their privacy rights under law or this Privacy Policy.

California “Do Not Track” Disclosure

Do Not Track is a web browser privacy preference that causes the web browser to broadcast a signal to websites requesting that a user’s activity not be tracked. At this time, our Site and Services do not respond to “do not track” signals.

8. CONTACT US

To ask questions or comment about this Privacy Policy and our privacy practices, please email us at info@usenucleus.io.