

# TERMS OF SERVICE

**Last Updated: June 10, 2025**

## 1. INTRODUCTION

### 1.1 Agreement Overview

These Terms of Service (“Terms,” “Agreement,” or “ToS”) constitute a legally binding agreement between Hyperion Horizons LLC, a Florida LLC (“Company,” “we,” “us,” or “our”) and you, either an individual or an entity (“User,” “you,” or “your”), governing your access to and use of Danielle, an email-based contract management tool that redlines contracts and legal agreements (“Service” or “Danielle”). Please note that Danielle is currently an early-stage product in alpha/beta testing.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. BY ACCESSING OR USING THE SERVICE, OR BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICE.

### 1.2 Acceptance of Terms

By accessing or using Danielle, you represent and warrant that you have the legal authority to enter into this binding agreement. If you are using the Service on behalf of a company, organization, or other entity, you represent and warrant that you have the authority to bind such entity to these Terms, in which case the terms “User,” “you,” or “your” shall refer to such entity.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service. By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the Terms, you may not access the Service.

### 1.3 Modifications to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will provide notice of any changes by posting the updated Terms on our website, sending you an email, or through a notification within the Service. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms.

It is your responsibility to review these Terms periodically for changes. If you do not agree to any of the changes to these Terms, you must stop using the Service. Your continued use of the Service following the posting of revised Terms means that you accept and agree to the changes.

## **2. SERVICE DESCRIPTION AND ACCESS**

### **2.1 Service Description**

Danielle is an email-based contract management tool that uses artificial intelligence to analyze, redline, and provide feedback on contracts and legal agreements. The Service is provided on an “as is” and “as available” basis and may contain errors, bugs, or limitations as it is currently in alpha/beta testing.

### **2.2 Account Registration**

To access certain features of the Service, you may be required to register for an account. When you register, you agree to provide accurate, current, and complete information about yourself and to update such information as necessary. You are responsible for safeguarding your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

We reserve the right to disable any user account at any time in our sole discretion, including if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms.

### **2.3 Service Availability and Modifications**

As Danielle is in alpha/beta testing, we do not guarantee that the Service will be available at all times or that it will be uninterrupted or error-free. We reserve the right to modify, suspend, or discontinue the Service, temporarily or permanently, with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

We may update the content, functionality, or user interface of the Service from time to time. We reserve the right to remove any content or feature from the Service at any time for any reason.

## **3. USER OBLIGATIONS AND RESTRICTIONS**

### **3.1 Acceptable Use**

You agree to use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service:

- In any way that violates any applicable federal, state, local, or international law or regulation
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm the Company or users of the Service or expose them to liability

### 3.2 User Content

"User Content" means any information, data, text, documents, or other materials that you submit to the Service. You retain all rights in, and are solely responsible for, the User Content you submit to the Service.

By submitting User Content to the Service, you grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, translate, and distribute such User Content in connection with providing the Service to you. This license terminates when you delete your User Content or your account, except to the extent that your User Content has been shared with others through the Service and they have not deleted it.

You represent and warrant that:

- You own or control all rights in and to the User Content and have the right to grant the license granted above
- All of your User Content does and will comply with these Terms
- The User Content does not and will not infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right

### 3.3 Prohibited Activities

You agree not to:

- Use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service
- Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service
- Use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose
- Use any device, software, or routine that interferes with the proper working of the Service
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service
- Attack the Service via a denial-of-service attack or a distributed denial-of-service attack
- Otherwise attempt to interfere with the proper working of the Service

## 4. INTELLECTUAL PROPERTY RIGHTS

### 4.1 Ownership of the Service

The Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Service for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Service, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials
- You may store files that are automatically cached by your Web browser for display enhancement purposes
- You may print or download one copy of a reasonable number of pages of the Service for your own personal, non-commercial use and not for further reproduction, publication, or distribution

### 4.2 Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Service are the trademarks of their respective owners.

### 4.3 Data Flow to AI Providers

You acknowledge and agree that in order to provide the Service, we may share your User Content with third-party artificial intelligence providers, including but not limited to OpenAI, Anthropic, and Grok ("AI Providers"). By using the Service, you grant us permission to share your User Content with these AI Providers for the purpose of analyzing, processing, and generating responses to your requests.

You understand and agree that:

- AI Providers may use your User Content to improve their services in accordance with their respective terms of service and privacy policies
- We have limited control over how AI Providers process your User Content once it is shared with them
- AI Providers may be located in different jurisdictions with different data protection standards

- We will take reasonable measures to ensure that our agreements with AI Providers include appropriate data protection provisions

#### **4.4 Feedback**

If you provide us with any feedback, suggestions, or recommendations regarding the Service (“Feedback”), you hereby assign to us all rights, title, and interest in and to the Feedback. We shall have the right to use such Feedback in any manner without restriction or compensation to you.

### **5. SUBSCRIPTION AND PAYMENT**

#### **5.1 Subscription Terms**

Access to certain features of the Service may require a subscription. Subscription terms and pricing will be provided to you at the time of subscription. We reserve the right to change subscription terms and pricing at any time, with or without notice. Any changes to subscription terms or pricing will take effect at the end of your current billing cycle.

#### **5.2 Payment**

You agree to pay all fees and charges associated with your subscription in accordance with the billing terms in effect at the time the fee or charge becomes payable. You agree to provide us with accurate and complete billing information, including full name, address, state, zip code, telephone number, and valid payment method information.

#### **5.3 Free Trials**

We may offer free trials of the Service. At the end of the free trial period, you will be automatically charged the applicable subscription fee unless you cancel your subscription prior to the end of the free trial period.

#### **5.4 Cancellation and Refunds**

You may cancel your subscription at any time by contacting us at [legal@danielle.is](mailto:legal@danielle.is). If you cancel your subscription, you will continue to have access to the Service through the end of your current billing period. We do not provide refunds or credits for partial subscription periods or for periods during which you did not use the Service.

### **6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

#### **6.1 Disclaimer of Warranties**

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

## **6.2 Limitation of Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **6.3 Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Therefore, some of the above limitations in this section may not apply to you. In particular, nothing in these Terms shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from any negligence or fraud of the Company.

## **6.4 Risk Assumption**

YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE AT YOUR OWN RISK. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY CAUSED BY, INCLUDING BUT NOT LIMITED TO, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, COMPUTER VIRUS, OR LINE FAILURE.

## 6.5 AI-Generated Content Disclaimer

THE SERVICE UTILIZES ARTIFICIAL INTELLIGENCE TO ANALYZE AND GENERATE CONTENT. YOU ACKNOWLEDGE AND AGREE THAT AI-GENERATED CONTENT MAY CONTAIN ERRORS, INACCURACIES, OR INAPPROPRIATE MATERIAL. THE COMPANY DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY AI-GENERATED CONTENT. ANY RELIANCE YOU PLACE ON SUCH CONTENT IS STRICTLY AT YOUR OWN RISK.

YOU ACKNOWLEDGE THAT THE SERVICE IS NOT A SUBSTITUTE FOR PROFESSIONAL LEGAL ADVICE. THE COMPANY IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES OR LEGAL ADVICE. THE SERVICE IS DESIGNED TO ASSIST WITH CONTRACT REVIEW BUT SHOULD NOT BE RELIED UPON AS THE SOLE BASIS FOR LEGAL DECISIONS.

## 7. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Service, including, but not limited to, your User Content, any use of the Service's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Service.

## 8. TERM AND TERMINATION

### 8.1 Term

These Terms shall remain in full force and effect while you use the Service or maintain an account with us.

### 8.2 Termination by You

You may terminate these Terms at any time by canceling your account and discontinuing use of the Service. You can cancel your account by contacting us at [legal@danielle.is](mailto:legal@danielle.is).

### 8.3 Termination by Us

We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms. Upon termination, your right to use the Service will immediately cease.

We may also terminate or suspend your access to the Service without notice if:

- You fail to pay any fees when due
- We believe your actions may cause legal liability for you, our users, or us
- We believe you have misused or abused the Service

- We decide to cease operations or otherwise discontinue the Service

#### **8.4 Effect of Termination**

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Upon termination, we may, but are not obligated to, delete any of your User Content. We accept no liability for such deleted information or content.

### **9. MISCELLANEOUS PROVISIONS**

#### **9.1 Governing Law and Jurisdiction**

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **9.2 Severability**

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the intention underlying the invalid provision.

#### **9.3 No Waiver**

No failure or delay by the Company in exercising any right, power, or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights or remedies provided by law.



## 9.4 Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and void. The Company may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

## 9.5 Relationship of the Parties

Nothing in these Terms shall be construed as creating a partnership, joint venture, agency, fiduciary, employment, or other relationship between you and the Company beyond the relationship of independent contracting parties. Neither you nor the Company shall have the authority to bind the other in any manner whatsoever.

## 9.6 Third-Party Beneficiaries

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties, except that the AI Providers are express third-party beneficiaries of the sections of these Terms that relate to them, including but not limited to Sections 4.3 (Data Flow to AI Providers) and 6 (Disclaimer of Warranties and Limitation of Liability).

## 9.7 Notices

All notices required or permitted under these Terms shall be in writing and shall be deemed effectively given:

- Upon personal delivery to the party to be notified;
- When sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not, then on the next business day;
- Five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or
- One (1) day after deposit with a nationally recognized overnight courier, specifying next-day delivery, with written verification of receipt.

All communications shall be sent to the Company at the address below or to such other address as the Company may designate by notice to you:

Hyperion Horizons LLC  
Attn: Legal  
7901 4TH ST N STE 300  
ST PETERSBURG, FL 33702  
Email: legal@danielle.is

## 9.8 Export Control

The Service may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer,

directly or indirectly, any technical data acquired from the Company, or any products utilizing such data, in violation of the United States export laws or regulations.

### **9.9 U.S. Government Rights**

If you are a U.S. government entity or if this Agreement is otherwise subject to the Federal Acquisition Regulations (FAR), you acknowledge that elements of the Service constitute software and documentation and are provided as “Commercial Items” as defined in 48 C.F.R. §2.101 and are being licensed to U.S. government users as commercial computer software subject to the restricted rights described in 48 C.F.R. §2.101, 48 C.F.R. §12.212, and 48 C.F.R. §227.7202, as applicable.

### **9.10 Headings**

The section titles in these Terms are for convenience only and have no legal or contractual effect.

### **9.11 Electronic Communications**

The communications between you and the Company may take place via electronic means, whether you use the Service or send the Company emails, or whether the Company posts notices on the Service or communicates with you via email. For contractual purposes, you (a) consent to receive communications from the Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing.

### **9.12 Geographic Restrictions**

The Company makes no representation that the Service is appropriate or available for use in locations outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

### **9.13 Contact Information**

If you have any questions about these Terms, please contact us at:

Email: [legal@danielle.is](mailto:legal@danielle.is)

### **9.14 Acknowledgment**

BY USING THE SERVICE OR OTHERWISE ACCEPTING THESE TERMS, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEIR TERMS AND CONDITIONS. # PRIVACY POLICY

**Last Updated: June 10, 2025**

# 1. INTRODUCTION AND SCOPE

## 1.1 Overview

This Privacy Policy (“Policy”) describes how Hyperion Horizons LLC (“Company,” “we,” “us,” or “our”) collects, uses, shares, and protects personal information obtained through Danielle (“Danielle” or the “Service”), our email-based contract management tool that redlines contracts and legal agreements. Please note that Danielle is currently an early-stage product in alpha/beta testing.

We are committed to protecting your privacy and ensuring the security of your personal information. This Policy is designed to help you understand our practices regarding your information and how we comply with applicable United States data protection laws, including the California Consumer Privacy Act (“CCPA”). We currently only adhere to US privacy standards and do not take additional measures to comply with international privacy regulations.

## 1.2 Effective Date and Changes

This Privacy Policy is effective as of June 10, 2025. We may update this Policy from time to time to reflect changes in our practices, technology, legal requirements, and other factors. If we make material changes, we will notify you as required by applicable law, which may include posting the revised Policy on our website, sending you an email, or providing notice through the Service. We encourage you to periodically review this Policy for the latest information on our privacy practices.

## 1.3 Definitions

For clarity throughout this Policy, the following terms shall have the meanings set forth below:

**“Personal Information”** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household.

**“Processing”** means any operation or set of operations performed on Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

**“AI Providers”** means third-party artificial intelligence service providers, including but not limited to OpenAI, Anthropic, and Grok, with whom we may share data for the purpose of providing and improving the Service.

**“Contract Data”** means the content of contracts, agreements, and other legal documents that you submit to the Service for processing, review, or redlining.

**“User”** means any individual who accesses or uses the Service, whether directly or through an organization that has engaged our services.

## 1.4 Scope and Applicability

This Privacy Policy applies to all personal information collected, used, or shared in connection with Danielle, including:

- Information collected through email interactions with our Service
- Information collected when you register for or use our Service
- Information contained in contracts and legal documents submitted to our Service
- Information collected through our website, customer support channels, and other touchpoints related to the Service

This Policy applies regardless of the device or method you use to access our Service. By using Danielle, you acknowledge that you have read and understood this Privacy Policy.

## 1.5 Consent

By accessing or using the Service, you consent to the collection, use, disclosure, and processing of your personal information as described in this Privacy Policy. If you do not agree with our policies and practices, please do not use our Service.

## 1.6 Data Controller

Hyperion Horizons LLC acts as the data controller for personal information processed through Danielle. This means we determine the purposes and means of processing your personal information. For questions about our data practices or to exercise your rights regarding your personal information, please contact us using the information provided in Section 9 of this Policy.

# 2. INFORMATION COLLECTION AND USE

## 2.1 Types of Personal Information We Collect

Danielle collects various types of personal information to provide and improve our email-based contract management services. The categories of personal information we collect may include:

### 2.1.1 Account and Registration Information

- Name and contact details (email address, phone number, job title)
- Company or organization name and business contact information
- Account credentials (username and password)
- Billing and payment information
- User preferences and settings

### 2.1.2 Contract and Document Information

- Content of contracts and legal documents submitted for review or redlining

- Metadata associated with documents (creation date, modification date, document type)
- Comments, annotations, and edits made to documents
- Document version history
- Email communications containing contract information

#### *2.1.3 Service Usage Information*

- Log data and device information (IP address, browser type, operating system)
- Usage patterns and feature interactions
- Performance data and error reports
- User feedback and support requests
- Email communication patterns and response times

#### *2.1.4 Communication Information*

- Email content and attachments sent to our Service
- Customer support communications
- Responses to surveys or feedback requests
- Marketing preferences

### **2.2 Methods of Collection**

We collect personal information through various methods, including:

#### *2.2.1 Direct Collection*

- Information you provide when registering for an account
- Contracts and documents you submit to our Service via email
- Information you provide in customer support interactions
- Feedback, surveys, or forms you complete

#### *2.2.2 Automated Collection*

- Information collected through cookies and similar technologies
- Log files and usage data generated when you use our Service
- Email metadata and content processed by our systems
- Analytics data about how you interact with our Service

#### *2.2.3 Third-Party Sources*

- Service providers and business partners
- Publicly available sources
- Integration partners (if you connect other services to Danielle)

### **2.3 Legal Basis for Processing**

We process your personal information based on one or more of the following legal bases:

### *2.3.1 Contractual Necessity*

We process your personal information as necessary to fulfill our contractual obligations to you, including providing the Danielle service and its features.

### *2.3.2 Legitimate Interests*

We process your personal information for our legitimate business interests, which include:

- Improving and developing our Service
- Ensuring the security and proper functioning of our Service
- Analyzing usage patterns to enhance user experience
- Marketing and promoting our Service (subject to your marketing preferences)
- Preventing fraud and abuse

### *2.3.3 Consent*

We process certain personal information based on your explicit consent, particularly for:

- Processing contract data through AI providers
- Marketing communications (where not based on legitimate interest)
- Collection of certain types of sensitive information

### *2.3.4 Legal Obligation*

We process personal information to comply with our legal obligations, including:

- Responding to legal requests and court orders
- Complying with tax and accounting requirements
- Meeting regulatory reporting obligations

## **2.4 Purposes of Data Collection and Processing**

We collect and process your personal information for the following purposes:

### *2.4.1 Service Provision and Improvement*

- Providing the core functionality of Danielle (contract redlining and management)
- Processing and analyzing contracts submitted via email
- Authenticating users and managing accounts
- Personalizing your experience with the Service
- Improving and developing new features

### *2.4.2 AI-Powered Contract Analysis*

- Analyzing contract language and terms
- Identifying potential issues or risks in legal documents
- Suggesting edits and improvements to contract language
- Training and improving our AI systems to better serve users

### *2.4.3 Communication and Support*

- Responding to your inquiries and support requests
- Sending service-related notifications and updates
- Providing information about features, updates, or changes
- Soliciting feedback about our Service

#### 2.4.4 Business Operations

- Processing payments and managing billing
- Analyzing usage trends and metrics
- Enforcing our terms of service
- Protecting against fraudulent or unauthorized activity

#### 2.5 Email-Based Data Collection Specifics

As an email-based service, Danielle processes information contained in emails sent to our system:

- When you send contracts or documents to Danielle via email, we process the email content, attachments, and metadata
- Our systems automatically analyze the content of contracts to provide redlining and analysis services
- Email communications between you and Danielle are stored to maintain context and conversation history
- We implement technical and organizational measures to protect the confidentiality of email content

#### 2.6 Contract Document Processing Details

When you submit contracts or legal documents to Danielle:

- Documents are processed to identify key terms, clauses, and potential issues
- Our system may compare documents against templates or previous versions
- Metadata is extracted to facilitate organization and retrieval
- Version history may be maintained to track changes and edits
- Documents may be categorized based on content and structure

#### 2.7 Automated Decision-Making and Profiling

Danielle employs artificial intelligence and machine learning technologies to analyze contracts and suggest edits or improvements. This may involve automated processing, including profiling, but we do not make solely automated decisions that produce legal effects or similarly significantly affect you without human oversight.

#### 2.8 Data Minimization and Accuracy

We collect only the personal information necessary to provide and improve our Service. We take reasonable steps to ensure that the personal information we process is accurate, complete, and kept up-to-date. You can help us maintain the accuracy of your information by updating your account details when necessary.

## 3. INFORMATION SHARING AND DISCLOSURE

### 3.1 Third-Party Service Providers

We may share your personal information with third-party service providers who perform services on our behalf to help us operate, provide, improve, and promote Danielle. These service providers are authorized to use your personal information only as necessary to provide these services to us, and are contractually obligated to keep your information secure and confidential. Our service providers may include:

- Cloud hosting and infrastructure providers
- Email delivery and communication services
- Payment processors
- Customer support and help desk services
- Analytics and performance monitoring tools
- Security and fraud prevention services

### 3.2 AI Providers

#### 3.2.1 Data Sharing with AI Providers

Danielle's contract analysis and redlining capabilities are powered by artificial intelligence technologies. To provide these services, we share certain data, including contract content, with our AI providers, which include:

- OpenAI
- Anthropic
- Grok

#### 3.2.2 Purpose and Scope of AI Provider Data Sharing

We share data with these AI providers for the following purposes: - Analyzing contract language and terms - Identifying potential issues or risks in legal documents - Suggesting edits and improvements to contract language - Training and improving AI systems to better serve users

#### 3.2.3 AI Provider Data Protection

We have implemented appropriate contractual safeguards with our AI providers to ensure that your data is: - Processed only for the purposes specified in this Privacy Policy - Protected with appropriate security measures - Not used by the AI providers for their own independent purposes without your consent - Handled in compliance with applicable data protection laws



### 3.3 Legal Requirements and Law Enforcement

We may disclose your personal information if required to do so by law or in response to valid requests by public authorities (e.g., a court or government agency). We may also disclose your information when we believe disclosure is necessary to:

- Comply with a legal obligation, judicial proceeding, court order, or legal process
- Protect our rights, property, or safety, or that of our users or others
- Investigate potential violations of our Terms of Service
- Detect, prevent, or address fraud, security, or technical issues
- Respond to an emergency

### 3.4 Business Transfers

If we are involved in a merger, acquisition, financing, reorganization, bankruptcy, receivership, sale of company assets, or transition of service to another provider, your personal information may be transferred as part of such a transaction. We will notify you of any such change in ownership or control of your personal information through our website or by email.

### 3.5 With User Consent

We may share your personal information with third parties when you have provided your consent to do so. We will obtain your consent before sharing your information for purposes not covered by this Privacy Policy.

### 3.6 Aggregated and De-identified Information

We may share aggregated, anonymized, or de-identified information that cannot reasonably be used to identify you with third parties for various purposes, including:

- Industry analysis and research
- Marketing and promotional purposes
- Improving our services and developing new features
- Understanding usage patterns and trends

### 3.7 Data Anonymization Practices

When we share aggregated or de-identified information, we take reasonable measures to ensure that the information cannot be re-identified. Our anonymization practices include:

- Removing direct identifiers (names, email addresses, etc.)
- Aggregating data across multiple users
- Applying technical measures to prevent re-identification
- Implementing contractual prohibitions against re-identification attempts

### **3.8 Affiliates and Subsidiaries**

We may share your personal information with our affiliates and subsidiaries for purposes consistent with this Privacy Policy. All such entities are governed by this Privacy Policy or policies that provide at least the same level of protection.

### **3.9 Social Media and Public Forums**

If you post information in public areas of our website or services, such as forums, blogs, or social media pages, this information may be viewed and used by anyone. We are not responsible for the privacy of information you choose to share in these public forums.

### **3.10 Third-Party Links and Integrations**

Our Service may contain links to third-party websites or services, or allow you to integrate with third-party applications. We are not responsible for the privacy practices or content of these third parties. We encourage you to review the privacy policies of any third-party services you access through our Service.

## **4. DATA STORAGE AND SECURITY MEASURES**

### **4.1 Data Retention Periods**

We retain your personal information for as long as necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law. The specific retention periods depend on the nature of the information and the purposes for which it is processed:

#### ***4.1.1 Account Information***

We retain your account information for as long as your account is active. If you close your account, we will retain certain information as necessary to comply with our legal obligations, resolve disputes, enforce our agreements, and protect our legal interests.

#### ***4.1.2 Contract and Document Data***

We retain contract data and documents you submit to our Service for the duration of your subscription plus a reasonable period thereafter to allow for continuity if you reactivate your subscription. You may request deletion of specific documents at any time, subject to our legal obligations.

#### ***4.1.3 Usage Data***

We may retain anonymized or aggregated usage data indefinitely for analytical purposes and service improvement.

#### ***4.1.4 Communication Records***

Email communications and support interactions may be retained for a period sufficient to resolve any issues and improve our services, typically not exceeding 7 years.

## 4.2 Security Protocols and Safeguards

We implement appropriate technical and organizational measures to protect your personal information against unauthorized access, accidental loss, alteration, disclosure, or destruction. Our security measures include:

### 4.2.1 Technical Safeguards

- Encryption of data in transit using TLS/SSL protocols
- Encryption of sensitive data at rest
- Firewalls and intrusion detection systems
- Regular security patches and updates
- Multi-factor authentication for system access
- Regular security assessments and penetration testing

### 4.2.2 Organizational Safeguards

- Employee training on data protection and security
- Access controls based on the principle of least privilege
- Background checks for employees with access to sensitive data
- Confidentiality agreements with employees and contractors
- Documented security policies and procedures
- Regular security awareness training

### 4.2.3 Physical Safeguards

- Secure data centers with environmental controls
- Physical access restrictions to server facilities
- Surveillance and monitoring of physical premises
- Secure disposal of physical media

## 4.3 Data Breach Notification Procedures

In the event of a data breach that compromises the security, confidentiality, or integrity of your personal information, we will:

### 4.3.1 Internal Response

- Activate our incident response team
- Investigate the nature and scope of the breach
- Contain and mitigate the impact of the breach
- Document the incident and our response

### 4.3.2 External Notification

- Notify affected users as required by applicable US law
- Provide information about the nature of the breach, the information affected, and steps we are taking
- Notify relevant authorities as required by applicable law
- Cooperate with regulatory investigations and provide necessary information

#### 4.4 Employee Access Controls

We restrict access to personal information to authorized employees, contractors, and agents who need to know that information to operate, develop, or improve our Service. These individuals:

- Are bound by confidentiality obligations
- May only access data through secure, authenticated means
- Are granted access on a need-to-know basis
- Have their access regularly reviewed and audited
- Receive training on data protection and security

#### 4.5 Encryption Standards

We employ industry-standard encryption technologies to protect your data:

##### 4.5.1 Data in Transit

All data transmitted between your devices and our servers is encrypted using TLS 1.2 or higher with strong cipher suites.

##### 4.5.2 Data at Rest

Sensitive personal information and contract data stored in our systems is encrypted using AES-256 or equivalent encryption standards.

##### 4.5.3 Key Management

We implement secure key management practices, including regular key rotation and secure storage of encryption keys.

#### 4.6 Backup and Recovery

To ensure the availability and resilience of our systems, we:

- Perform regular backups of all critical data
- Store backups in secure, geographically separate locations
- Test backup restoration procedures periodically
- Encrypt backup data using strong encryption standards
- Implement retention policies for backup data

#### 4.7 Third-Party Security Assessments

We regularly engage independent third parties to assess our security measures, including:

- Annual security audits
- Vulnerability assessments
- Penetration testing
- Compliance certifications where applicable

## 4.8 Continuous Monitoring

We employ continuous monitoring systems to detect and respond to security events, including:

- Automated threat detection systems
- Log monitoring and analysis
- Anomaly detection
- Real-time alerts for suspicious activities

## 4.9 Limitations

While we implement safeguards designed to protect your personal information, no security system is impenetrable. We cannot guarantee that information during transmission or while stored on our systems will be absolutely secure from intrusion by others. You are responsible for maintaining the security of your account credentials and for any activities that occur under your account.

# 5. USER RIGHTS AND CHOICES

## 5.1 Access to Personal Information

You have the right to access the personal information we hold about you. You can request a copy of your personal information by contacting us using the methods described in Section 9 of this Privacy Policy. We will provide this information in a structured, commonly used, and machine-readable format within 30 days of your request, subject to verification of your identity and any applicable legal exceptions.

## 5.2 Correction and Updating of Information

You have the right to request that we correct inaccurate or incomplete personal information about you. You can update certain information directly through your account settings or by contacting us. We will respond to your request within a reasonable timeframe, typically within 30 days.

## 5.3 Deletion Rights

You have the right to request the deletion of your personal information in certain circumstances. Upon receiving a verified request, we will delete your personal information from our records unless retention is necessary for:

- Completing the transaction for which the personal information was collected
- Providing a service you requested
- Detecting security incidents or protecting against malicious, deceptive, fraudulent, or illegal activity
- Debugging to identify and repair errors
- Exercising free speech or ensuring another user's right to exercise free speech
- Complying with a legal obligation

- Using the information internally in a lawful manner compatible with the context in which you provided it

Please note that deleting your account or personal information may affect your access to certain features or result in the closure of your account.

#### **5.4 Data Portability**

Where technically feasible and required by applicable law, you have the right to receive a copy of your personal information in a structured, commonly used, and machine-readable format, and to request that we transfer this information to another service provider.

#### **5.5 Withdrawal of Consent**

Where we process your personal information based on your consent, you have the right to withdraw that consent at any time. Withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal. To withdraw consent, please contact us using the information provided in Section 9.

#### **5.6 Opt-Out Mechanisms**

##### *5.6.1 Marketing Communications*

You can opt out of receiving marketing communications from us by: - Clicking the “unsubscribe” link in any marketing email we send - Updating your communication preferences in your account settings - Contacting us directly with your opt-out request

##### *5.6.2 Sale or Sharing of Personal Information*

Under certain privacy laws, you have the right to opt out of the sale or sharing of your personal information. While Danielle does not “sell” personal information in the traditional sense of exchanging it for money, some laws define “sale” broadly to include sharing information with third parties for business purposes.

To exercise your right to opt out of such sharing, please contact us using the methods described in Section 9.

##### *5.6.3 Targeted Advertising*

You can opt out of certain types of targeted advertising by: - Using the privacy controls in your browser or device - Visiting industry opt-out pages such as the Network Advertising Initiative ([www.networkadvertising.org](http://www.networkadvertising.org)) or the Digital Advertising Alliance ([www.aboutads.info](http://www.aboutads.info)) - Contacting us directly with your opt-out request

#### **5.7 International Users**

Please note that as an early-stage alpha/beta product, Danielle currently only adheres to US privacy standards. If you are accessing our Service from outside the United States:

- We do not specifically implement measures to comply with non-US privacy laws such as GDPR

- Your data will be processed and stored in the United States
- By using our Service, you consent to this processing and storage
- Different rights may apply in your jurisdiction, but we currently only support rights under US law

## 5.8 CCPA-Specific Rights

If you are a California resident, you have the following additional rights under the California Consumer Privacy Act (CCPA):

### 5.8.1 Right to Know

You have the right to request that we disclose: - Categories of personal information we have collected about you - Categories of sources from which personal information is collected - Business or commercial purpose for collecting, selling, or sharing personal information - Categories of third parties with whom we share personal information - Specific pieces of personal information we have collected about you

### 5.8.2 Right to Delete

You have the right to request deletion of personal information we have collected from you, subject to certain exceptions.

### 5.8.3 Right to Opt Out of Sale or Sharing

You have the right to opt out of the sale or sharing of your personal information to third parties.

### 5.8.4 Right to Non-Discrimination

You have the right not to receive discriminatory treatment for exercising your CCPA rights.

## 5.9 How to Exercise Your Rights

To exercise any of the rights described above, please submit a request by emailing us at [legal@danielle.is](mailto:legal@danielle.is)

For security purposes, we may need to verify your identity before processing your request. The verification process may differ depending on the nature of your request and your relationship with us. In some cases, we may need additional information to verify your identity.

We will respond to your request within the timeframe required by applicable law, typically within 30-45 days. If we require additional time, we will inform you of the reason and extension period.

## 5.10 Authorized Agents

You may designate an authorized agent to make a request on your behalf. When using an authorized agent, we may require: - Proof that you have provided the authorized agent

signed permission to act on your behalf - Verification of your identity directly with us - Proof of your agent's legal authority if they are acting under a power of attorney

These requirements may be waived if you provide the authorized agent with power of attorney pursuant to applicable law.

### **5.11 Limitations**

There may be situations where we cannot grant your request, such as: - When we cannot verify your identity - When an exception applies under applicable law - When the request is manifestly unfounded or excessive - When the information is subject to legal privilege or contains confidential commercial information - When granting the request would adversely affect others

If we deny your request, we will explain the reasons for our denial and inform you of any rights to appeal the decision.

## **6. COOKIES AND TRACKING TECHNOLOGIES**

### **6.1 Types of Cookies Used**

Danielle and our website use cookies and similar tracking technologies to enhance your experience, analyze usage patterns, and deliver personalized content. Cookies are small text files that are placed on your device when you visit our website or use our Service. We use the following types of cookies:

#### *6.1.1 Essential Cookies*

These cookies are necessary for the proper functioning of our Service and cannot be disabled in our systems. They are usually set in response to actions you take, such as setting your privacy preferences, logging in, or filling in forms. These cookies do not store any personally identifiable information.

#### *6.1.2 Performance and Analytics Cookies*

These cookies allow us to count visits and traffic sources so we can measure and improve the performance of our Service. They help us understand which pages are the most and least popular, and see how visitors navigate through the site. All information collected by these cookies is aggregated and anonymized.

#### *6.1.3 Functionality Cookies*

These cookies enable enhanced functionality and personalization, such as remembering your preferences and settings. They may be set by us or by third-party providers whose services we have added to our pages.

#### *6.1.4 Targeting and Advertising Cookies*

These cookies may be set through our site by our advertising partners. They may be used to build a profile of your interests and show you relevant advertisements on other sites.



They do not directly store personal information but are based on uniquely identifying your browser and internet device.

## **6.2 Purpose of Tracking Technologies**

We use cookies and similar tracking technologies for the following purposes:

### *6.2.1 Service Operation*

- Authenticating users and maintaining session information
- Remembering user preferences and settings
- Preventing fraud and ensuring security
- Balancing server load and optimizing performance

### *6.2.2 Analytics and Improvement*

- Understanding how users interact with our Service
- Identifying usage patterns and potential issues
- Measuring the effectiveness of features and content
- Gathering data to improve user experience

### *6.2.3 Personalization*

- Tailoring content to your interests and needs
- Remembering your preferences for future visits
- Providing customized recommendations and suggestions
- Streamlining your experience with the Service

### *6.2.4 Marketing and Advertising*

- Delivering relevant advertisements based on your interests
- Measuring the effectiveness of marketing campaigns
- Limiting the frequency of advertisements
- Understanding audience demographics and preferences

## **6.3 Third-Party Cookies**

Some cookies are placed by third parties on our behalf. These third parties may collect information about your online activities over time and across different websites. Third-party cookies on our Service may include:

### *6.3.1 Analytics Providers*

We use analytics services such as Google Analytics to understand how users interact with our Service. These services use cookies to collect information about your use of our Service, which helps us improve our offerings.

### *6.3.2 Marketing and Advertising Partners*

Our advertising partners may use cookies to build a profile of your interests and provide relevant advertising on other sites. These partners may also collect information about your online activities over time and across different websites.

### *6.3.3 Social Media Platforms*

If you use social media features on our Service, these platforms may set cookies that track your activities and enable the features to function properly.

### *6.3.4 Content Delivery Networks*

We may use content delivery networks to optimize the delivery of our Service, and these networks may use cookies to improve their services.

## **6.4 How to Manage Cookie Preferences**

You have the right to decide whether to accept or reject cookies. You can manage your cookie preferences in the following ways:

### *6.4.1 Browser Settings*

Most web browsers allow you to control cookies through their settings. You can usually find these settings in the “Options,” “Preferences,” or “Settings” menu of your browser. You can:

- Delete all cookies stored on your browser
- Block all cookies or only third-party cookies
- Configure your browser to notify you when cookies are set
- Browse in “private” or “incognito” mode

Please note that blocking all cookies may impact the functionality of our Service, as some features require cookies to work properly.

### *6.4.2 Cookie Preference Center*

We provide a Cookie Preference Center on our website that allows you to select which categories of cookies you accept or reject. You can access this center by clicking on “Cookie Settings” in the footer of our website.

### *6.4.3 Opt-Out Links*

For third-party cookies used for advertising, you can opt out through:

- The Network Advertising Initiative (NAI) at [www.networkadvertising.org/choices/](http://www.networkadvertising.org/choices/)
- The Digital Advertising Alliance (DAA) at [www.aboutads.info/choices/](http://www.aboutads.info/choices/)
- The European Interactive Digital Advertising Alliance (EDAA) at [www.youronlinechoices.eu/](http://www.youronlinechoices.eu/)

### *6.4.4 Analytics Opt-Out*

To opt out of Google Analytics tracking, you can use the Google Analytics Opt-out Browser Add-on, available at <https://tools.google.com/dlpage/gaoptout>.

## 6.5 Do Not Track Signals

Some browsers have incorporated “Do Not Track” (DNT) features that can send a signal to the websites you visit indicating you do not wish to be tracked. Because there is not yet a common understanding of how to interpret DNT signals, we currently do not respond to DNT signals on our website. However, you can use the range of other tools we provide to control data collection and use, including the ability to opt out of receiving targeted advertising as described above.

## 6.6 Mobile Device Tracking

When you use Danielle through a mobile device, we may collect mobile device identifiers such as the device ID, advertising ID, and other similar identifiers. We use this information for the same purposes described in this Privacy Policy. You can control the use of your mobile advertising ID through your device’s settings menu.

## 6.7 Email Tracking

Our emails may contain tracking pixels or links that allow us to determine whether you have opened an email or clicked on a link it contains. We use this information to improve our communications, understand engagement with our content, and tailor future interactions. If you do not want us to collect this information, you can: - Set your email client to display plain text only - Disable image loading in your email client - Use the unsubscribe link in our marketing emails

## 6.8 Updates to Cookie Practices

Our use of cookies and tracking technologies may change over time. We will update this section of our Privacy Policy to reflect any significant changes. We encourage you to review this section periodically for the latest information on our cookie practices.

# 7. DATA STORAGE AND PROCESSING

## 7.1 US-Based Operations

Hyperion Horizons LLC is based in the United States, and we store and process your personal information in the United States. As an early-stage alpha/beta product, Danielle currently only adheres to US privacy standards and does not take additional measures to comply with international privacy regulations.

## 7.2 Data Storage Location

All data associated with the Danielle service is stored on servers located in the United States. By using Danielle, you acknowledge and consent to the storage and processing of your personal information in the United States, which may have data protection rules that are different from those of your country of residence.

### **7.3 US Privacy Compliance**

We are committed to complying with applicable US data protection laws where we operate. Our approach to data protection includes:

#### *7.3.1 US Privacy Program*

Our privacy program is designed to address the requirements of US privacy laws, with a focus on:

- California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA) in California
- Other applicable US state privacy laws

#### *7.3.2 Privacy by Design*

We incorporate privacy considerations into our product development and business practices from the outset, ensuring that privacy is an essential component of the services we provide.

#### *7.3.3 Vendor Management*

We select our service providers and require them to maintain appropriate security and privacy safeguards. We include appropriate contractual provisions in our agreements with them to protect your data.

### **7.4 Monitoring and Updates**

We monitor changes in US data protection laws and update our practices accordingly. If there are significant changes to our data storage or processing activities, we will update this Privacy Policy and notify affected users via email.

### **7.5 International Users**

Please note that if you are accessing our Service from outside the United States, you are agreeing to the transfer, storage, and processing of your information in the United States. We do not currently implement special measures to comply with laws of jurisdictions outside the United States. If you are located outside the United States and do not wish to have your information transferred to the United States, you should not use our Service.

To exercise any rights you may have regarding your data, please contact us via email as described in Section 9 of this Privacy Policy.

## **8. CHILDREN'S PRIVACY AND AGE RESTRICTIONS**

### **8.1 Age Restrictions for Service Use**

Danielle is designed for business and professional use and is not intended for children. We do not knowingly collect personal information from individuals under the age of 18. Our

Terms of Service require that users must be at least 18 years of age to create an account and use our Service.

## **8.2 No Intentional Collection from Children**

We do not intentionally collect or solicit personal information from children under 18 years of age. If we learn that we have collected personal information from a child under 18 without verification of parental consent, we will take steps to delete that information as quickly as possible. If you believe we might have any information from or about a child under 18, please contact us immediately using the information provided in Section 9 of this Privacy Policy.

## **8.3 Parental Consent Requirements**

In the event that we inadvertently collect personal information from a child under 18, we will obtain parental consent before using or disclosing such information, except where we need to protect the safety and security of the child or others, or where permitted by law. We will make reasonable efforts to provide parents with:

- Notice of the types of personal information we collect from children
- An opportunity to review the information collected from their child
- The ability to request deletion of their child's personal information
- The opportunity to prevent further collection or use of their child's information

## **8.4 Deletion of Children's Data**

If we discover that we have collected personal information from a child under 18 without parental consent, or if a parent or guardian requests that we delete a child's information, we will promptly:

- Delete the child's account and all personal information associated with it
- Notify any third parties with whom we have shared the information
- Take reasonable steps to ensure the deletion of the information from third-party systems

## **8.5 COPPA Compliance**

The Children's Online Privacy Protection Act (COPPA) imposes certain requirements on operators of websites or online services directed to children under 13 years of age, and on operators of other websites or online services that have actual knowledge that they are collecting personal information online from a child under 13 years of age.

Although our Service is not directed to children, we are committed to complying with COPPA in the event we inadvertently collect information from children under 13. Our compliance measures include:

- Maintaining this clear and comprehensive privacy policy
- Providing direct notice to parents before collecting personal information from children

- Obtaining verifiable parental consent before collecting, using, or disclosing personal information from children
- Providing parents with access to and control over their child's information
- Establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of children's personal information

## 8.6 Reporting Concerns

If you have any concerns about children's privacy or believe that a child has provided us with personal information, please contact us immediately using the information provided in Section 9 of this Privacy Policy. We take children's privacy very seriously and will respond promptly to any such concerns.

## 9. POLICY UPDATES AND CONTACT INFORMATION

### 9.1 Process for Policy Changes

We may update this Privacy Policy from time to time to reflect changes in our practices, technologies, legal requirements, and other factors. When we make changes to this Privacy Policy, we will update the "Last Updated" date at the top of this Privacy Policy and revise the version date.

### 9.2 Notification of Changes

We will notify you of material changes to this Privacy Policy through appropriate communication channels:

#### 9.2.1 Material Changes

For material changes that significantly affect your rights or how we use your personal information, we will provide notice through: - A prominent notice on our website or within the Service - Email notifications to the address associated with your account - In-app notifications or messages when you access the Service

#### 9.2.2 Timing of Notifications

We will strive to provide these notifications at least 30 days before the changes take effect, where feasible, to give you reasonable time to review the changes and understand how they may affect you.

#### 9.2.3 Minor Changes

For minor or administrative changes that do not materially affect your rights or our use of your information, we may update the Privacy Policy without sending a specific notification. Such changes might include correcting typographical errors, clarifying existing practices, or making other non-substantive updates.

### 9.3 Continued Use After Changes

Your continued use of Danielle after the effective date of any changes to this Privacy Policy constitutes your acceptance of the revised Privacy Policy. If you do not agree to the revised Privacy Policy, you should discontinue using the Service and contact us to close your account.

### 9.4 Prior Versions

We maintain archived versions of our previous Privacy Policies for your reference. You can request access to these archived versions by contacting us using the information provided below.

### 9.5 Contact Details for Privacy Inquiries

If you have any questions, concerns, or requests regarding this Privacy Policy or our privacy practices, please contact us using the following email address:

#### 9.5.1 General Privacy Inquiries

- Email: [legal@danielle.is](mailto:legal@danielle.is)

#### 9.5.2 Data Subject Rights

For inquiries specifically related to data protection or to exercise your data subject rights: - Email: [legal@danielle.is](mailto:legal@danielle.is)

#### 9.5.3 California Privacy Rights

For inquiries specifically related to California privacy rights: - Email: [legal@danielle.is](mailto:legal@danielle.is)

### 9.6 Response Timeframes

We are committed to addressing your concerns and responding to your inquiries promptly:

- General inquiries: We aim to respond within 5 business days
- Data subject rights requests: We will respond within the timeframes required by applicable US law, typically within 45 days for CCPA requests
- Data breach notifications: We will notify affected individuals as required by applicable US law

### 9.7 Dispute Resolution

If you have a complaint or dispute regarding our privacy practices, we encourage you to first contact us directly via email to resolve the issue. If you are not satisfied with our response, you may have rights under applicable US laws:

#### 9.7.1 California Residents

You have the right to contact the California Attorney General's Office. More information is available at: <https://oag.ca.gov/contact/consumer-complaint-against-business-or-company>

## **9.8 Changes to Contact Information**

If our contact information changes, we will update this Privacy Policy accordingly. We encourage you to periodically review this section to ensure you have our current contact information.