

PRIVACY POLICY

1. INTRODUCTION

Tinaclon Corporation (“Tinaclon,” “Company,” “we,” “our,” or “us”) respects your privacy and is committed to safeguarding it through compliance with this Privacy Policy. This Policy describes the types of information we may collect from you, or that you may provide to us, when you access, use, or interact with our software offerings, platforms, and related services (collectively, the “Product”), and outlines our practices for collecting, using, maintaining, protecting, and disclosing such information.

If you are a resident of California, Utah, Connecticut, Colorado, Virginia, or Nevada, or if you are visiting from the European Economic Area (“EEA”) or the United Kingdom (“UK”), you should review this Policy together with the jurisdiction-specific sections applicable to you.

Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will handle it. By accessing or using the Product, you acknowledge that you have read, understood, and agree to the collection, use, and disclosure of your personal data as described herein. If you do not agree with our policies and practices, you must refrain from using the Product.

We may update or modify this Privacy Policy from time to time in accordance with the section titled **“Changes to Our Privacy Policy”** below. Unless otherwise stated, or as required by applicable law (for example, by providing notice and obtaining your opt-in or opt-out consent), any changes will take effect immediately upon posting of the revised Privacy Policy. To the fullest extent permitted by applicable law, your continued use of the Product after such posting constitutes your acceptance of the updated Privacy Policy. We encourage you to review this Privacy Policy periodically to stay informed of any changes.

2. SCOPE

2.1 Applicability – This Privacy Policy applies to all aspects of the Product, including all related software, applications, platforms, and services, as well as to information we may collect through offline interactions. For purposes of this Policy, “Product” includes all websites, applications, and online services owned or operated by Tinaclon, together with any associated functionality.

This Privacy Policy also applies to:

- Information collected on or through the Product, including this website and all associated Tinaclon software, web applications, and related platforms;
- Information exchanged via email, text message, or other electronic communications between you and the Product; and
- Information collected when you interact with our advertising or applications on third-party websites or services, if such advertising or applications include links to this Privacy Policy.

2.2 Exclusions – This Privacy Policy does not apply to information collected:

- By Tinaclon offline or through any means other than the Product, including through any other website operated by Tinaclon or any third party; or
- By any third party, including through any application, website, or content (including advertising) that may link to, be embedded within, or otherwise be accessible from or on the Product.

2.3 Third-Party Services and Content – The Product may contain links to or integrate content, features, or services provided by third parties, including but not limited to third-party websites, open-source platforms,

online properties, social media channels, or external systems over which Tinaclon has no control. Each such third-party property is governed by its own privacy policy and business practices. You acknowledge and agree that Tinaclon is not responsible or liable for the security, privacy, or business practices of any third party, and you should review the privacy policies of such third parties before providing them with any personal information.

3. INFORMATION WE COLLECT AND HOW WE COLLECT IT

3.1 Categories of Information Collected

We collect several categories of information from and about users of the Product, including, but not limited to:

(a) **Personal Information** – Information by which you may be personally identified or reasonably identifiable, such as your name, postal address, email address, telephone number, payment details, and any other unique identifier by which you may be contacted online or offline, including IP addresses and cookie identifiers (collectively, “Personal Information”).

(b) **Non-Identifying Information** – Information that relates to you but does not individually identify you, such as geolocation data, operating system details, browser preferences, device specifications, input device types, registration timestamps, login timestamps, or other analytics data (e.g., metrics collected through Google Analytics).

(c) **Technical and Usage Information** – Information regarding your internet connection, the equipment and devices you use to access the Product, and related usage details.

3.2 Sources of Information

We collect information:

1. **Directly from You** – When you provide information through the Product, including account registration, purchases, or communications.
2. **Automatically** – Through automated means as you navigate and interact with the Product, including data such as account usage metrics, IP addresses, cookies, web beacons, and other tracking technologies.
3. **From Third Parties** – Including our business partners, service providers, and integrated third-party platforms.

3.3 Information You Provide

The information we collect on or through the Product may include:

- Data provided by completing forms on the Product, including during account registration, product purchases, subscription sign-ups, content posting, or requests for additional services;
- Transactional information, including order history and payment details, which may require you to provide financial information to complete purchases;
- Records of your correspondence with us (including email addresses) if you contact us;
- Responses to surveys conducted for research purposes; and
- **User Contributions** — content you choose to publish or display on public areas of the Product, or transmit to other users or third parties.

You acknowledge that posting User Contributions is at your own risk. While we take reasonable measures to safeguard the Product and the data we collect, no security measures are infallible, and we cannot control the actions of other users with whom you choose to share information. We do not guarantee that User Contributions will not be viewed by unauthorized persons.

3.4 Automatic Data Collection Technologies

As you navigate or interact with the Product, we may employ automatic data collection technologies to gather certain information about your device, browsing actions, and usage patterns, including:

- Details of your visits to the Product, such as traffic data, location data, logs, and resources accessed;
- Information regarding your computer and internet connection, including IP address, operating system, and browser type; and
- Behavioral tracking data, including your activities over time across third-party websites and online services (e.g., through Google Analytics).

This automatically collected data may include Personal Information and may be linked with other data obtained from you or third parties. Such data is used to:

1. Estimate Product usage statistics and analyze usage patterns;
2. Store user preferences to customize the Product according to individual interests;
3. Improve the quality, performance, and personalization of our services; and
4. Recognize returning users and maintain session continuity.

Technologies Used for Automatic Data Collection may include:

(a) Cookies (Browser Cookies) – Small text files placed on your device's hard drive. You may refuse cookies by adjusting your browser settings; however, this may limit access to certain features. Unless disabled, our system will issue cookies upon your interaction with the Product.

(b) Flash Cookies – Local stored objects used to collect and store preferences or navigation data. Flash Cookies are managed separately from browser cookies. Guidance on managing these settings is provided under Choices About How We Use and Disclose Your Information.

(c) Web Beacons – Small electronic files (also known as clear GIFs, pixel tags, or single-pixel GIFs) embedded in pages or emails that allow us, for example, to count visitors, monitor content engagement, or verify server integrity.

We do not collect Personal Information through these technologies unless it is linked to other information you provide to us or we obtain from third parties.

3.5 Third-Party Tracking Technologies

Certain content, applications, or advertisements on the Product may be served by third parties, including ad networks, content providers, analytics providers, and application vendors. These third parties may use cookies, web beacons, or other tracking technologies to collect information about your online activities across multiple websites and services. Such information may be linked to your Personal Information or used for interest-based advertising and other targeted content.

We do not control these third parties' tracking technologies or their use of collected data. You should contact the respective third-party provider directly with any inquiries regarding their practices. Information on opting out of targeted advertising is available under **Choices About How We Use and Disclose Your Information**.

4. CHILDREN'S POLICY

In accordance with our **Terms of Use**, the Product is not intended for, and is not directed toward, individuals under the age of eighteen (18). We do not knowingly solicit, collect, or maintain Personal Information from individuals under the age of eighteen. If we become aware that we have inadvertently collected Personal Information from an individual under the age of eighteen, we will take immediate steps to delete such information from our records. If you believe we may have collected information from or about a person under the age of eighteen, you should promptly contact us using the contact information provided in this Privacy Policy.

5. HOW WE USE YOUR INFORMATION

We may use the information we collect from you or that you provide to us, including any Personal Information, for the following purposes:

1. Provision of Services – To present, operate, and maintain the Product and its contents for your use;
2. Fulfilling Requests – To provide you with information, products, or services that you request from us, and to fulfill any other purpose for which you provide such information;
3. Account Administration – To manage your account, including sending notifications regarding account activity, expiration, renewals, or other account-related matters;
4. Contract Performance – To carry out our obligations and enforce our rights arising from any agreements entered into between you and the Company, including for billing, payment processing, and collections;
5. Communications and Notifications – To notify you of changes to the Product, our Website, or any products or services we offer or provide;
6. Analytics and Service Improvement – To conduct data analytics, identify usage trends, evaluate the effectiveness of our marketing campaigns, and enhance, improve, or develop the Product, our services, and your user experience;
7. Marketing and Promotional Outreach – To contact you with newsletters, promotional materials, marketing communications, or other information that we believe may be of interest to you. You may opt out of receiving such communications at any time by following the unsubscribe instructions provided in our emails or by contacting us directly;
8. Product-Relevant Updates – To contact you with respect to products, services, or offerings relevant to those you have previously engaged with or purchased from the Company;
9. Interactive Features – To allow you to participate in interactive features, forums, or other engagement tools offered through the Product;
10. Custom Purposes – In any manner we describe at the time you provide the information or otherwise with your express consent.

We may also use your information to contact you regarding our own or third parties' goods and services that we believe may be of interest to you. If you do not wish for us to use your information in this way, you may opt out by contacting us at contact@tinaclon.com or by following the opt-out instructions described in the "Choices About How We Use and Disclose Your Information" section of this Privacy Policy.

Additionally, we may use the information collected to facilitate the display of advertisements to targeted audiences on behalf of our advertisers. Although we do not disclose your Personal Information to advertisers without your consent, please note that interacting with an advertisement (such as by clicking on it) may lead the advertiser to conclude that you meet its target audience criteria.

For clarity, we do not sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate your Personal Information to any person or entity in exchange for monetary or other valuable consideration.

6. RETENTION AND TRANSFER OF INFORMATION

6.1 Retention of Personal Information and Data

The Company shall retain your Personal Information and Data only for the period necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by applicable law. Such retention may occur, for example, where it is necessary to:

- Comply with legal or regulatory obligations (including where applicable laws mandate data retention),
- Resolve disputes, or
- Enforce our agreements, policies, or other legal rights.

The Company may also retain **Usage Data** for internal analytics, research, and operational purposes. Usage Data is typically retained for a shorter period; however, it may be preserved for longer durations where such data is required to enhance the security of the Platform, improve its functionality, or where longer retention is legally mandated.

Once there is no ongoing legitimate business need to process your Personal Information, we will either delete or irreversibly anonymize such information. If deletion or anonymization is not immediately feasible—such as where the data is stored within secure backup archives—we will isolate the data from further processing and ensure it remains securely stored until deletion becomes practicable.

6.2 Transfer of Personal Information and Data

Your Personal Information and Data may be processed at the Company's principal operational locations within the United States, as well as in any other jurisdictions where the parties engaged in such processing are located. Accordingly, your information may be transferred to—and maintained on—servers or systems situated outside your state, province, country, or other governmental jurisdiction, where data protection laws may differ from those applicable in your jurisdiction of residence.

By providing Personal Information to the Company, you acknowledge and expressly consent to such transfers, including to jurisdictions with differing data protection frameworks.

The Company will implement all measures reasonably necessary to ensure that your Personal Information is treated in a secure manner and in accordance with this Privacy Policy. No transfer of your Personal Information will occur to any organization or jurisdiction unless adequate safeguards are in place to protect

your data, including appropriate contractual, technical, and organizational measures to preserve its confidentiality, integrity, and security.

7. SECURITY OF PERSONAL INFORMATION AND DATA

The Company places a high priority on the protection of your Personal Information and Data; however, you acknowledge and agree that no method of data transmission over the Internet or method of electronic storage is completely secure. While the Company employs commercially reasonable administrative, technical, and physical safeguards to protect your Personal Information, we cannot guarantee its absolute security.

Access to your Personal Information may be provided to third-party service providers, vendors, or contractors who process such information on the Company's behalf. These third parties are authorized to collect, store, use, process, and transfer such information solely for the purposes of providing services to the Company and in accordance with their own applicable privacy policies, as well as any contractual confidentiality obligations imposed by the Company.

The protection of your Personal Information also depends in part upon your own actions. If you have been provided with—or have created—a password or other security credentials to access certain areas or features of the Product, you are solely responsible for maintaining the confidentiality of such credentials and for restricting access to your account. You must not share your password or allow unauthorized access to your account.

You acknowledge that the transmission of information via the Internet is inherently subject to security risks. Although the Company takes measures to safeguard your Personal Information, we cannot guarantee the security of any information transmitted to or through the Product, and any such transmission is at your own risk. The Company shall not be liable for any unauthorized circumvention of privacy settings, security measures, or technical protections implemented on the Product.

To mitigate these risks, the Company utilizes reasonable security practices and measures, which may include, as appropriate: encryption protocols, multi-factor authentication, intrusion detection systems, and contractual confidentiality obligations for employees, agents, and contractors.

8. DISCLOSURE OF YOUR INFORMATION

8.1 Information We May Disclose

The Company may disclose aggregated, anonymized, or otherwise non-identifying information about our users without restriction. We may also disclose Personal Information that we collect or that you provide, as described in this Privacy Policy, to the following categories of recipients:

1. **Subsidiaries and Affiliates** – To our corporate subsidiaries and affiliated entities for purposes consistent with this Privacy Policy.
2. **Contractors, Service Providers, and Other Vendors** – To third parties engaged to perform business functions or services on our behalf, subject to contractual obligations to maintain the confidentiality and security of such information and to use it solely for the purposes for which it was disclosed.
3. **Successors in Interest** – To a buyer, acquirer, or other successor in the event of a merger, acquisition, divestiture, restructuring, reorganization, dissolution, bankruptcy, liquidation, or other sale or transfer of the Company's assets, in which Personal Information held by the Company regarding users of the Product is among the transferred assets.

4. Marketing Partners – To third parties for the purpose of marketing their products or services to you, provided that you have not opted out of such disclosures.
5. Purpose Fulfillment – To fulfill the specific purpose for which the information was provided.
6. With Consent – For any other purpose disclosed at the time of collection or with your explicit consent.

In addition, we may disclose Personal Information:

- To comply with applicable laws, regulations, legal processes, or enforceable governmental requests, including to respond to lawful subpoenas or court orders.
- To enforce or apply our Terms of Use, available at tinaclon.com/terms, or any other agreements between you and the Company, including for billing and collection purposes.
- Where we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, our customers, or others, including for fraud prevention and credit risk reduction.

Third-Party Services Receiving Data: Your data may be shared with the following infrastructure and service providers, subject to encryption and data minimization wherever reasonably possible:

- Google Cloud
- MongoDB
- RunPod
- Vultr
- Cloudflare

When feasible, shared data is anonymized and transmitted solely on a “need-to-know” basis. All data is encrypted by default, both in transit and at rest, to the extent commercially reasonable. Tinaclon will not disclose job-related data that you submit to the Product, except where legally compelled, or where you have enabled public sharing features or otherwise provided explicit consent.

8.2 Choices Regarding Use and Disclosure of Your Information

We provide you with certain controls over the collection, use, and disclosure of your Personal Information, including:

1. Google Analytics – We utilize Google Analytics to better understand our audience and improve our services. The information received from Google Analytics is aggregated and does not identify individual visitors. You may opt out of Google Analytics tracking across all websites by visiting tools.google.com/dlpage/gaoptout.
2. Cookies and Tracking Technologies – You may configure your browser to block all or some cookies, or to alert you when cookies are sent. Please note that disabling cookies may render portions of the Product inaccessible or functionally impaired.
3. Third-Party Advertising Disclosures – To opt out of having your Personal Information shared with unaffiliated third parties for promotional purposes, you may send a request to contact@tinaclon.com.

4. Promotional Communications – To opt out of receiving marketing or promotional communications from the Company, you may send an email request to contact@tinaclon.com.
5. Targeted Advertising – To opt out of the use of your information for targeted advertising purposes, you may send an email request to contact@tinaclon.com.

We do not control the collection or use of your information by unaffiliated third parties for interest-based advertising. However, such third parties may offer you options to opt out of this activity.

9. U.S. STATE PRIVACY RIGHTS

Certain U.S. states have enacted privacy laws that grant residents specific rights regarding their personal information. This section supplements the Tinaclon Privacy Policy by outlining your rights if you reside in one of these states, disclosing certain legally required information concerning Tinaclon's collection, use, retention, and disclosure of personal information, and providing instructions on how to exercise those rights.

9.1. Residents of Colorado, Connecticut, Nevada, Utah, and Virginia

If you are a resident of Colorado, Connecticut, Nevada, Utah, or Virginia, you may be entitled to exercise the following rights under applicable law:

- Right of Access and Confirmation – The right to confirm whether Tinaclon processes your personal information and to access such information.
- Right to Correction – The right to request that Tinaclon correct inaccuracies in your personal information.
- Right to Deletion – The right to request deletion of your personal information, subject to applicable exceptions.
- Right to Data Portability – The right to obtain a copy of your personal information in a portable and readily usable format.
- Right to Opt-Out of Targeted Advertising – The right to opt out of the processing of your personal information for targeted advertising.
- Right to Opt-Out of Sale of Personal Information – The right to opt out of the sale of personal information.
- Right to Opt-Out of Profiling – In certain states (Virginia, Colorado, Nevada, and Connecticut), the right to opt out of profiling in furtherance of decisions that produce legal or similarly significant effects.
- Right to Appeal – The right to appeal a denial of a rights request.

Instructions for exercising your opt-out rights with respect to targeted advertising and the sale of personal information are provided below.

9.2. California Privacy Rights

If you are a California resident, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2021 (collectively, the "CCPA"), provides you with additional rights regarding your personal information.

a. California Privacy Disclosures

In the preceding twelve (12) months, Tinaclon has collected, used, retained, disclosed, and, where applicable, sold or shared the following categories of personal information (as further described in our Privacy Policy):

- Identifiers and Contact Information
- Commercial and Transaction Information
- Professional, Educational, or Other Demographic Information, which may include characteristics of protected classifications under California or federal law (e.g., military or veteran status, age, sex, gender)
- Analytics or Other Electronic Network Activity
- Inferred Information
- Biometric Information
- Sensitive Personal Information, which may include:
 - Government identification (e.g., state-issued ID)
 - Account access credentials (e.g., log-in information combined with required security or access codes, passwords, or credentials for accessing your Tinaclon account)
 - Precise geolocation data

b. Sources of Personal Information

We obtain personal information from:

1. Information you provide directly to Tinaclon (e.g., via forms, account registration, purchases, email, or telephone communications)
2. Information automatically collected through your use of Tinaclon products, services, or websites
3. Information inferred or generated through analytics of your interactions with Tinaclon platforms
4. Third-party sources, such as data brokers, marketing partners, service providers, and publicly available sources

c. Purposes of Collection and Use

We use personal information for business purposes described in our Privacy Policy, including but not limited to:

- Providing and delivering products and services
- Operating business functions, billing, and fraud prevention
- Improving and developing products and services
- Personalizing your experience
- Providing customer support and communications
- Marketing and promotional activities

d. Categories of Personal Information Disclosed for a Business Purpose in the Past 12 Months

- Identifiers and Contact Information
- Commercial and Transaction Information
- Analytics or Other Electronic Network Activity
- Inferred Information
- Sensitive Personal Information

e. Categories of Personal Information Sold or Shared in the Past 12 Months

We may have sold or shared:

- Identifiers and Contact Information
- Commercial and Transaction Information
- Professional, Educational, or Other Demographic Information
- Analytics or Other Electronic Network Activity
- Inferred Information

Tinaclon uses and discloses sensitive personal information only for purposes permitted under the CCPA and not for purposes of inferring consumer characteristics.

9.3. California Consumer Rights Under the CCPA

California residents have the following rights:

1. Right to Opt-Out of Sale or Sharing – You may opt out of future sales or sharing of your personal information for cross-context behavioral advertising.
2. Right to Know – You may request disclosure of the categories and specific pieces of personal information Tinaclon has collected, as well as the purposes, sources, and disclosures related to that information.
3. Right to Correct – You may request correction of inaccurate personal information.
4. Right to Delete – You may request deletion of personal information, subject to applicable exceptions.
5. Right to Designate an Authorized Agent – You may appoint an authorized agent to act on your behalf in exercising these rights, provided verification requirements are met.
6. Right to Non-Discrimination – You will not be discriminated against for exercising your rights under the CCPA.
7. Right to Notice – You have the right to receive notice of Tinaclon's data collection practices at or before the point of collection.

9.4. Exercising Your Rights

You may exercise your rights free of charge, although Tinaclon may limit the frequency of certain requests or charge reasonable fees where permitted by law. Many rights can be exercised through your account preferences or by contacting Tinaclon at: contact@tinaclon.com.

10. EU & UK PRIVACY RIGHT

If you are accessing or using our Site from within the European Economic Area (“EEA”), the United Kingdom (“UK”), or other jurisdictions in Europe that grant similar data protection rights, the provisions set forth in this section apply in addition to, and supplement, the information contained in the Tinaclon Privacy Policy.

10.1. Data Controller

The data controller responsible for the processing of your personal information is Tinaclon corporation, located at 361 Newbury st. 3rd/4th/5th floor Boston MA 02115 USA.

10.2. Data Subject Rights

Under applicable data protection laws, you have the following rights with respect to your personal information:

- Right of Access, Rectification, and Erasure – You may request access to, correction of, or deletion of your personal information. Certain actions may be performed directly through your Tinaclon account, or you may contact us to exercise these rights.
- Right to Restrict or Object to Processing – In specific circumstances, you may request that we restrict or cease processing your personal information.
- Right to Data Portability – In certain cases, you may request that we provide you with your personal information in a structured, commonly used, machine-readable format, or transfer it to another controller.
- Right to Opt-Out of Direct Marketing – You may opt out of receiving direct marketing communications by clicking the “unsubscribe” or “opt-out” link included in marketing emails or by contacting us directly.
- Right to Withdraw Consent – Where processing is based on your consent, you may withdraw that consent at any time. Such withdrawal will not affect the lawfulness of processing carried out prior to the withdrawal, nor processing conducted on legal bases other than consent.
- Right to Lodge a Complaint – You have the right to lodge a complaint with your local supervisory authority or other competent data protection authority regarding our collection and use of your personal information.

We will respond to all valid requests to exercise data protection rights in accordance with applicable data protection laws. To exercise any of these rights, or for further information, you may contact us at: contact@tinaclon.com.

10.3. Legal Basis for Processing Personal Information

Tinaclon processes your personal information under one or more of the following legal bases, as permitted by applicable law:

- Performance of a Contract – Where processing is necessary for the performance of a contract to which you are a party, including the creation, management, and administration of your account, and the provision of our products and services.
- Compliance with Legal Obligations – Where processing is necessary to comply with applicable legal or regulatory obligations, including financial reporting, tax, accounting, and other statutory requirements.
- Legitimate Interests – Where processing is necessary to further Tinaclon's legitimate business interests and those interests are not overridden by your fundamental rights and freedoms. Examples include analyzing and improving the performance and security of our products and services, and providing customer support.
- Consent – Where you have provided explicit consent for specific processing activities, such as for certain categories of marketing communications. You may withdraw your consent at any time, as described above.

11. CHANGES TO THIS PRIVACY POLICY

Tinaclon reserves the right to amend or update this Privacy Policy at any time. Any modifications will be posted on this page, accompanied by a notice on the homepage indicating that the Privacy Policy has been updated. In the event of material changes affecting the manner in which we collect, use, or disclose users' personal information, we will provide additional notice by sending an email to the primary email address associated with your account and/or by posting a prominent notice on our homepage.

The "Last Revised" date at the top of this page reflects the date of the most recent update. You are solely responsible for ensuring that we have a current, valid, and deliverable email address on file for you, and for regularly reviewing both this Privacy Policy and our homepage to remain informed of any changes.

12. CONTACT

For any inquiries or comments regarding this Privacy Policy or Tinaclon's privacy practices, you may contact us at **contact@tinaclon.com**.