

Privacy Policy

Last Revised: January 1, 2024

1. INTRODUCTION

This privacy policy (the “Privacy Policy”) explains the information EmergeGen AI US, Inc. and our related service providers, vendors and other parties referenced below (collectively “EmergeGen”, “we”, “our” or “us”) collects, how we use and share it and your rights in connection your access to and use of www.emergegen.ai, including any content, functionality and any related services (collectively, the “Service”). Please also read our [Website Terms of Use](#) which sets out the terms governing the Service. If you are customer, you are also governed by our Master Services Agreement or a separate binding agreement.

By accessing or using our Service, you signify that you have read, understood and agree to our collection, storage, use and disclosure of your personal information as described in this Privacy Policy. If you do not want to agree to the [Website Terms of Use](#) or the [Privacy Policy](#), you must not access or use the Service.

2. CHANGES TO OUR PRIVACY POLICY

EmergeGen may modify or update this Privacy Policy from time to time to reflect the changes in our business and practices, and so you should review this page periodically. When we change the policy in a material manner, we will let you know by posting an announcement, sending you an email, or updating the Privacy Policy on our website (including by updating the 'last modified' date at the bottom of this page). Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used. You are encouraged to review the Privacy Policy from time to time in the event changes have been made. You are bound by any changes to the Privacy Policy when you use the Service after such changes have been first posted.

3. INFORMATION WE COLLECT

A. Information Collection from Users

When you engage with the Service (i.e., visit the website, enroll for a free trial or purchase a subscription), we collect information (a) from you and (b) from automated technologies.

Information You Provide: The types of information you may provide, depending on whether you enter into a binding agreement with EmergeGen for access and use of the Service pursuant to a free trial or a full registered account (“EmergeGen User”), may include:

- [Personal information](#), including information necessary to register your account.
 - Your name, postal address, phone number, and email address.
 - Account credentials, such as username and password (effective as of January 1, 2024).
 - Organizational information necessary to register an account, such as company name and job title;

- Payment information, such as a credit or debit card or other billing information (effective as of January 1, 2024).
- Feedback, such as comments, survey response, inquiries, feedback and other information, including questions submitted to our support team.
- Information of third parties, such as information of others you may provide to us, such as the email address of someone you invite to collaborate or a third party referral.

Information Collected from Your Use of the Service: We collect information automatically when you browse the EmergeGen websites or use the Service, including:

- Usage information, including monitoring the activity of the Service and features you use, content you access, and any actions taken in connection with your information and content in the Service.
- Log Information, such as log file information from your computer or mobile device each time you access the Service, Internet Protocol ("IP") address, browser type, referring/exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information.
- Device Information, such as information about the device (e.g., computer, mobile device, etc.) used to access the Service, your IP address, the time and date, and other statistics.

Information from Cookies and Similar Technologies: We use certain technologies to automatically collect information about how you interact with the Service, which may include:

- Cookies, provided by EmergeGen and our service providers, are a small text file containing a string of alphanumeric characters and uniquely identify your device. For more information regarding cookies, see "Cookies and Similar Technologies" in Section 6 below.
- Web beacons, also known as clear gifs, pixels, images and scripts, may be enabled by EmergeGen and our service providers.

Other: You also may provide information to be published or displayed (hereinafter, "posted") on public areas of our website, or transmitted to other users of the website or third parties (collectively, "User Contributions"). Your User Contributions are posted on and transmitted to others at your own risk. Although once we activate this feature, you may set certain privacy settings for such information by logging into your account profile. However please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

B. Information Collection for the EmergeGen Platform

Information from Third Parties: We may obtain certain personal information about you from third parties, which may include information from publicly-available and private data suppliers, from which we procure to validate or supplement our information in order to provide the Service, such as:

- Personal identifiers, including your name, postal address, phone number, and email address;
- Commercial information, including commercial real estate sales, tax and debt information; and
- Professional or employment-related information, including job title and your affiliated organizations.

4. HOW WE USE INFORMATION

EmergeGen uses information collected for the purpose of providing the Service. Depending on your level of interaction with us and the Service, we may use your information to:

- Provide, operate, maintain, and improve the Service;
- Enable you to access and use the Service, including downloading and collaborating with EmERGEgen content;
- Send you technical notices, updates, security alerts, support and administrative messages;
- Provide and deliver the services and features you request, process and complete transactions and send you related information, including purchase confirmations and invoices;
- Respond to your comments, questions, and requests, and provide customer service and support;
- Communicate with you about services, features, surveys, newsletters, offers, promotions, contests and events, and provide other news or information about EmERGEgen and our business partners;
- Process and deliver contest or rewards;
- Monitor and analyze trends, usage, and activities in connection with the Service and for sales, marketing or advertising purposes;
- Investigate and prevent fraudulent transactions, unauthorized access to the Service, and other illegal activities;
- Personalize and improve the Service, and provide content and features that match your interests and preferences or otherwise customize your experience on the Service;
- Send you push notifications from time-to-time in order to update you about events or activities related to the Service;
- Link or combine with other information we receive from third parties to help understand your needs and provide you with better service;
- Enable you to collaborate on and share content with users you designate; and
- Comply with our legal obligations, resolve disputes, and enforce our agreements.

5. SHARING OF YOUR INFORMATION

A. Categories of Third Parties with whom We Share Information

Depending on your interaction with the Service, we may disclose and possibly sell information collected about you as described above in Section 3. The below chart describes how and with whom we share or disclose personal information, and whether we have sold particular information (based on broad definitions of “sale” under applicable law).

Category	Categories of Third Parties We Share With	Whether We “Sold” This Category of Personal Information in the Last 12 Months
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Information Collected from EmergeGen Users

Identifiers, including your name, postal address, phone number, payment information, email address, online and device identifiers, and IP address	Operating systems and platforms, internet providers, data analytics providers, and other service providers	No
Professional or employment-related information, including job title and your affiliated organizations	Operating systems and platforms, internet providers, data analytics providers and other service providers	No
Internet or network activity information, including geolocation data and information automatically collected from cookies, used in our Service	Advertising networks, operating systems and platforms, internet providers, data analytics providers and other service providers	No

Information Collected for the EmergeGen Platform

Identifiers, including your name, postal address, phone number, and email address	EmergeGen Users, operating systems and platforms, internet providers, data analytics providers and other service providers	No
Professional or employment-related information, including job title and your affiliated organizations	EmergeGen Users, operating systems and platforms, internet providers, data analytics providers and other service providers	No

B. General Disclosures of Information

We may also share your information as described below:

- EmergeGen Affiliates. Other companies owned by or under common ownership as EmergeGen, which also includes our subsidiaries (i.e., any organization we own or control) or our ultimate holding company (i.e., any organization that owns or controls us) and any subsidiaries it owns may receive your information.
- Service Providers. We share information with third party vendors, consultants and other service providers that perform services on our behalf, in order to carry out their work for us, which may include identifying and serving targeted advertisements, content or service fulfillment, billing and payments processing, or providing analytics services;
- Business Transfer. We may share your information in the event of a business transfer such as a merger, sale of company assets or shares, purchase of another entity’s assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business by another company or third party or in the event of bankruptcy or related or similar proceedings;

- Organizational Communication. We may share your information with members of your organization such as your employer if you are accessing the Service in your capacity as an employee, independent contractor, or agent of one of our enterprise customers or otherwise using an email address provided by your employer who is one of our enterprise customers; and
- Compliance with Law. We may share your information in order to (i) satisfy any applicable law, regulation, subpoena/court order, legal process or other government request, (ii) enforce our Website Terms of Use or other applicable agreement, including the investigation of potential violations thereof, (iii) investigate and defend ourselves against any third party claims or allegations, (iv) protect against harm to the rights, property or safety of EmergeGen, its users or the public as required or permitted by law and (v) detect, prevent or otherwise address criminal (including fraud or stalking), security or technical issues.
- Aggregated or Anonymized Data. We may also share information with others in an aggregated and anonymous form that does not reasonably identify you directly as an individual.

6. COOKIES AND SIMILAR TECHNOLOGIES

We send cookies to your computer through your browser to enable our systems to recognize your browser and tell us how and when pages on our site are visited and by how many people. Most browsers have an option for disabling the cookie feature, which will prevent your browser from accepting cookies, as well as (depending on your browser software) allow you to decide on acceptance of cookies in a variety of ways.

This Privacy Policy covers the use of cookies by us and our service providers and does not cover the use of cookies by any advertisers.

We use analytics (and related analytics programs) to better understand who is using the Services, and how people are using it. Analytics uses cookies to collect and store anonymous information such as time of visit, pages visited, time spent on each page of the website, IP address, and type of operating system used. We use this information to improve the Services and make it appealing to as many users as possible.

7. HOW WE PROTECT AND STORE YOUR INFORMATION

Security. EmergeGen is committed to securing your personal information. We use commercially reasonable safeguards to aimed at preserving the integrity and security of all information collected through the Service.

Storage and Processing. The Service is operated in the U.S. and is intended for use by individuals accessing it from the U.S. Your information collected through the Service may be stored and processed in the United States or any other country in which EmergeGen's service providers maintain facilities. As a result, United States (or other) federal and state governments, courts, or law enforcement or regulatory agencies may be able to obtain disclosure of your information through laws applicable in the United States (or other jurisdiction). Please note that if you are accessing the Service from another jurisdiction, the laws governing data collection and use that may differ from U.S. law. By using the Service, you consent to the transfer of information to the U.S. or any other country in which EmergeGen or its parent, subsidiaries, affiliates or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

8. LINKS TO OTHER WEB SITES AND SERVICES

From time to time, our website or our emails may contain a link to a third party website or application to which we have no affiliation and that we do not control. Except as otherwise discussed in this Privacy Policy,

this document only addresses the use and disclosure of information, including personal information, we collect about you. Please remember that when you use a link to go from the Service to another website or application, our Privacy Policy does not apply to third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link or advertisement on our website, are subject to that third party's own rules and policies. We are not responsible for the policies or practices of third parties.

Additionally, other companies may place advertising on our site and may collect information about you when you view or click on their advertising through the use of cookies. We cannot control this collection of information. You should contact these advertisers directly if you have any questions about their use of the information that they collect.

9. LOCATION-BASED RIGHTS

Particular rights may be available to you if you reside in certain areas, such as your rights as a California consumer under the California Consumer Privacy Act. You can review your rights in our [Location-Based Rights Notice](#).

10. YOUR CHOICES ABOUT YOUR INFORMATION

- *Profile Data and Communications Preferences*. You may update your account information at any time by emailing help@emergegen.ai. You can also stop receiving promotional email communications from us replying to the email with the word "unsubscribe" in the subject line. As noted above, you may not opt out of Service-related communications (e.g., account verification, purchase and billing confirmations and reminders, changes/updates to features of the Service, technical and security notices). If you have any questions about reviewing or modifying your account information, you can contact us directly at help@emergegen.ai.
- *Online Advertising*. We do not intend to permit third party advertising partners to use cookies, plug-ins and other technology to collect information about your browsing activities over time and across different websites when you use our Site. If this should change in the future, to avoid tracking by these third party ad partners, you can change your browser settings to reject cookies or to notify you when cookies are set and you could select the Do Not Track option on your browser, though we have no control over and cannot confirm whether these third party advertising companies honor the Do Not Track signal put out by your browser. Additionally, many advertising companies are members of the NAI or DAA and/or provide opt-outs on those industry pages at networkadvertising.org/choices or www.aboutads.info/choices. Please refer to your mobile device or browser's technical information for instructions on how to delete and disable cookies, and other tracking/recording tools. Depending on your type of device, it may not be possible to delete or disable tracking mechanisms on your mobile device. Note that disabling cookies and/or other tracking tools prevents EmergeGen and its business partners from tracking your browser's activities in relation to the Service and may disable many of the features available through the Service. If you have any questions about opting out of the collection of cookies and other tracking/recording tools, you can contact us directly at help@emergegen.ai.
- *How long we keep your user content*. Following termination or deactivation of your user account, EmergeGen may retain your profile information and other personal information for a commercially reasonable time for backup, archival, or audit purposes.

11. CHILDREN'S PRIVACY

Our website is not intended for children under 16 years of age. No one under age 16 may provide any information to or on the Website. EmergeGen does not knowingly collect, solicit or sell any information from anyone under the age of 16 or knowingly allow such persons to register as users. If we learn we have collected or received personal information from a child under 16 without verification of parental consent, we will delete that information. If you believe that we might have any information from or about a child under 16, please contact us at help@emergegen.ai.

12. HOW TO CONTACT US

If you have any questions about this Privacy Policy or the Service, please contact us at help@emergegen.ai.

13. OTHER TERMS AND CONDITIONS

Additional terms and conditions may also apply to specific portions, services or features of the Website, and you may be required to enter into additional agreements with us, including a Master Services Agreement. All such terms and conditions will be in addition to the terms set forth here, and in the event that any provision of these terms and the additional terms and conditions conflict, the provisions of the additional agreements will control, including for avoidance of doubt, the terms of any Master Services Agreement.