

Privacy Policy

Last Updated:

Enzzo, Inc. (“Enzzo,” “we,” “our,” and/or “us”) values the privacy of individuals who use our applications or services that link to this Privacy Policy, including the Enzzo website available at <https://www.enzzo.ai> (and its applicable subdomains), the web-based Software-as-a-Service (SaaS) platform designed to assist users in product development through Artificial Intelligence (AI) technologies, and all updates, enhancements, documentation, specifications, and related services that Enzzo provides to you in connection with the foregoing pursuant to the Terms of Service (collectively, our “Platform”). This privacy policy (the “Privacy Policy”) explains how we collect, use, and disclose Personal Information from users of our Platform. Use of the Platform is subject to our Terms of Service ([here](#)) (“**Terms**”), and this Privacy Policy is incorporated into and forms a part of the Terms, together with all other terms and policies linked or otherwise referenced within the Terms of Service or our Privacy Policy. By using our Platform, or by clicking a button indicating your acceptance of the Terms of Service and this Policy, you agree to the collection, use, and disclosure of your Personal Information as described in this Privacy Policy. Capitalized terms not otherwise defined in this Privacy Policy will have the definitions provided in our Terms of Service.

1. Definition Of Personal Information

Information that we collect about you through the Platform will fall into two categories:

(A) **“personal information”**, which means information that can be used to identify you under applicable data privacy laws. The term “Personal Information” can include information such as your name and e-mail address, but can also include indirect identifiers such as your IP address or device identifier.

(B) **“non-personal information”**, which means data that is collected in relation to your use of the Platform, but which does not identify you and is not directly linked to your Personal Information. Such non-Personal Information is not subject to the terms of this Privacy Policy.

Personal and non-personal information are both referenced throughout this Privacy Policy as “information about you”.

2. Your Responsibilities

You are responsible for verifying the accuracy of the Personal Information you submit to the Platform and ensuring that any Personal Information that you provide is kept up to date for the purposes for which you provide it. Inaccurate information may affect your ability to use the Platform, the information you receive when using the Platform, and our ability to contact you. For the avoidance of doubt, the Platform is not designed to process children’s personal information or other personal information subject to heightened processing requirements; any Personal Information that you submit, including in the form of Content or Input, will be processed on the terms described in this Privacy Policy. It is your responsibility to determine whether your submission of

Content and Input to, and your use of the Platform generally, is appropriate and in compliance with laws and regulations (including data privacy and data protection laws, where and as applicable) applicable to you or to any particular field or sector relevant to you. You agree not to use the Platform in any manner that, under applicable law, would impose additional legal requirements on us or otherwise expose us to any liability relating to any third party. For the avoidance of doubt, you may not use the Platform in any manner that would cause the Platform to make, or be a substantial factor in making, any decisions relating to providing or denying services to consumers with respect to education, employment, financial or lending services, essential government services, healthcare, housing, insurance, or legal services, or any opportunities relating thereto.

3. Information We Collect

We may collect a variety of Personal Information from or about you or your devices from various sources, as described below. The categories below include information that is provided directly by you, or on your behalf, on a voluntary basis, such as when you communicate with our personnel over e-mail, and when you enter identifying input into our Platform.

A. Information You Provide to Us During Registration. You may use our Platform either by creating an account on our website or creating an account to use our product brief generation services through the websites, applications, platforms, or other services offered by our platform customers (collectively, “**Third-Party Services**”). For the avoidance of doubt, in the event of any conflict between our Terms of Service and Privacy Policy and the terms presented by such Third-Party Services, the Terms and Privacy Policy shall control with respect to our provision of the Platform to you and our processing of your Personal Information in connection therewith.

When you register for an account to use our Platform (either on your own behalf or through your company), we ask you for your Personal Information, including but not limited to your name, email address, and password. We may also collect or generate indirect identifiers in connection with your account and providing the Platform to you.

B. Communications. If you contact us directly, we may receive additional Personal Information about you. For example, when you contact us for support, we will receive your name, email address, the contents of your message, and your phone number if you choose to provide it. If you subscribe to our marketing communications or join our waitlist, we will receive your name and email address. We may use the information provided by you to respond to your communication and/or as described in this Privacy Policy. We may also archive this information and/or use it for future communications with you where we are permitted by law to do so.

C. Information We Collect When You Use Our Platform. When you use our Platform, we will collect the Personal Information you provide to us. Any information, data, documents, or other materials uploaded, posted, displayed, shared and otherwise made available by you on or through the Platform (collectively, “Content”) will be collected and stored by us for the sole purpose of providing you with the Platform. We may collect your payment information if you choose to purchase access to our Platform. You are solely responsible for your Content. Information that constitutes ‘sensitive information’ under applicable data privacy laws may not be submitted to the Platform for processing. You assume all risks associated with the use and sharing of your Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your Content that makes you or any third party personally identifiable. Additionally, to the extent that you submit the Personal Information of any other persons to our Platform, you represent and warrant that you have all rights and consents necessary to provide such information to us for processing in the United States (among other jurisdictions) and for the purposes described in this Privacy Policy.

- i. **Input Generation Information.** Our Platform allow you to submit prompts in forms such as text, images, and other forms of data, files, and information (“Input”) and to generate responses (“Output”) based on your Input. If you include Personal Information in your Inputs, our Platform will process that Personal Information as directed by your Input, and that processing may be reflected in your Output.
- ii. **Location Information.** When you use our Platform, we may infer your general location information. For example, your IP address may indicate your general geographic region.
- iii. **Device Information.** We receive information about the device and software you use to access our Platform, including internet protocol (IP) address, device type, and operating system version.
- iv. **Usage Information.** To help us understand how you use our Platform and to help us improve them, we automatically receive information about your interactions with them, such as the length of time you spend on a page, the questions that you pose to our user interface and your responses to the platform, objects you click on, and the dates, times, and lengths of your sessions. When we send you emails, we may track whether you open them to learn how to deliver a better customer experience.
- v. **Analytics Partners.** We use analytics services such as Google Analytics to collect and process certain analytics data. These services may also collect information about your use of other

websites, apps, and online resources. You can learn about Google's practices by going to <https://www.google.com/policies/privacy/partners/> and opt-out of them by downloading the Google Analytics opt-out browser add-on, available at <https://tools.google.com/dlpage/gaoptout>.

- vi. **Information from Cookies and Similar Technologies.** We and our third-party partners may collect information using cookies, pixel tags, or similar technologies. Our third-party partners, such as analytics partners, may use these technologies to collect information about your online activities over time and across different services. Cookies are small text files containing a string of alphanumeric characters. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to our Platform. Please review your web browser's settings to learn the proper way to modify your cookie settings. Please note that if you delete or choose not to accept cookies from the Platform, you may not be able to utilize the features of the Platform to their fullest potential.
- vii. **Training Data.** Your Inputs and Output will not be used to train our Platform; however, we may process your Personal Information to create aggregated or de-identified data sets. This information does not identify individual users and is not subject to this Privacy Policy.

D. Personal Information We Receive from Third Parties. We may receive Personal Information about you from third parties such as service providers or marketing partners as well as clients providing Third-Party Services, and (in the case of Invited Users) the User(s) who invited you, and combine it with other Personal Information we have about you for the purposes described in this Privacy Policy.

4. How We Use the Personal Information We Collect

We use the Personal Information we collect:

- To provide our Platform to you, and to maintain, debug, improve, and enhance our Platform;
- If you are an Invited User, to provide our Platform to the User who invited you to use the Platform;
- To understand and analyze how you use our Platform, and develop new products, services, features, and functionality;
- To understand and analyze usage patterns;

- To communicate with you, provide you with updates and other information relating to our Platform, provide information that you request, respond to comments and questions, and otherwise provide customer support;
- To generate de-identified and aggregated data for any lawful purpose;
- For marketing purposes, such as developing and providing promotional and advertising materials that may be useful, relevant, valuable, or otherwise of interest to you;
- To find and prevent fraud, and respond to trust and safety issues that may arise;
- For compliance purposes, including enforcing our Terms of Service or other legal rights, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency; and
- For other purposes for which we provide specific notice at the time the Personal Information is collected.

5. How We Share the Personal Information We Collect.

We do not share or otherwise disclose Personal Information we collect from or about you except as described in this Privacy Policy or otherwise disclosed to you at the time of the collection.

- A. Vendors and Service Providers.** We may share any Personal Information we receive with our vendors and service providers in connection with the provision of our Platform to you.
- B. Marketing.** We do not rent, sell, or share Personal Information about you with nonaffiliated companies for their direct marketing purposes unless we have your permission.
- C. As Required by Law and Similar Disclosures.** We may access, preserve, and disclose your Personal Information if we believe doing so is required or appropriate to: (i) comply with law enforcement requests and legal process, such as a court order or subpoena; (ii) respond to your requests; or (iii) protect your, our, or others' rights, property, or safety. We may also access, preserve, and disclose your Personal Information if we believe doing so is required or appropriate to enforce our rights in, and otherwise in connection with, our Terms and other agreements with you.
- D. Merger, Sale, or Other Asset Transfers.** We may transfer your Personal Information to service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate transaction in which we are acquired by or merged with another company or we sell, liquidate, or transfer all or a portion of our assets.

E. Consent. We may also disclose your Personal Information in a manner not described in this Privacy Policy with your permission.

Note that we may use information about you to create and use anonymous, statistical or aggregated data. Such aggregated data does not allow any party to identify you or any other specific user, and is not Personal Information subject to this Privacy Policy. We use such aggregated data to maintain and operate the Platform, to improve the quality of the Platform, to create new services and features, and for further internal, commercial and statistical purposes. We do not treat aggregated information as “Personal Information” if it does not identify you and is not directly linked to your Personal Information.

6. Marketing Communications.

You can unsubscribe from our promotional emails by clicking on the “Unsubscribe” link at the bottom of the e-mail and following the instructions provided. Even if you opt-out of receiving promotional messages from us, you will continue to receive administrative messages from us.

7. Do Not Track.

As of the date on which this Privacy Policy was last updated, there is no generally accepted standard on how to respond to Do Not Track signals, and we do not respond to such signals.

8. Third Parties.

Our Platform may contain links to other websites, products, or services that we do not own or operate, including Third-Party Services. We are not responsible for the privacy and advertising practices of these third parties. Please be aware that this Privacy Policy does not apply to your activities on these third-party services or any Personal Information you disclose to these third parties. We encourage you to read their privacy policies before providing any Personal Information to them. If you use such Third-Party Services to access, register for the use of, or otherwise use our Platform, (a) you acknowledge and agree that we may provide your Personal Information to such third parties to enable us to provide the Platform to you, and (b) without limiting the Terms and this Privacy Policy, you may be subject to the terms of service with respect to your use of such Third-Party Services. We do not endorse or assume any responsibility for any such Third-Party Services.

Enzzo’s use of information received from Google APIs will adhere to [Google API Platform User Data Policy](#).

9. Security.

We make reasonable efforts to protect your Personal Information by using physical and electronic safeguards designed to improve the security of the Personal Information we maintain. However, as no electronic transmission or storage of Personal Information can be entirely secure, we can make no guarantees as to the security or privacy of your

Personal Information. Your obligations include monitoring your account activities, choosing a secure password, and maintaining the confidentiality of your password. We cannot guarantee the security of any Personal Information that you send to our Platform, nor can we guarantee that unauthorized access, hacking, data loss, or other breaches will never occur. If you elect to provide any Personal Information to us, you should be aware that you provide it at your own risk. Enzzo cannot be held responsible for your failure to keep your account information secure.

10. Data Privacy Laws.

As of the “Last Updated” date indicated on this page, Enzzo is not subject to the General Data Protection Regulation of the European Union or the United Kingdom, nor to any state-level data privacy laws of the U.S. in effect as of that date (including California, Connecticut, Colorado, Iowa, Montana, Oregon, Texas, Utah, or Virginia). Our Platform is hosted in the United States and we transfer and process Personal Information from within the United States. If you choose to use our Platform from the European Union or other regions of the world with laws governing data collection and use that may differ from U.S. law, then please note that you are transferring your Personal Information outside of those regions to the United States for storage and processing. Also, we may transfer your data from the U.S. to other countries or regions in connection with storage and processing of data, fulfilling your requests, and operating the Platform. By providing any information, including Personal Information, on or to our Platform, you consent to such transfer, storage, and processing.

The information below is provided for purposes of complying with California’s Artificial Intelligence Training Data Transparency Act:

Our Platform is based on the APIs offered by Anthropic, Inc (<https://anthropic.com/>), OpenAI (openai.com), LLC, and Stability AI Ltd (<https://stability.ai/>). Our Platform is based on pre-trained APIs, and is not further trained on any datasets outside of those provided by the entities listed above (collectively, “Third-Party Datasets”). Such Third-Party Datasets may include aggregate consumer information, as defined in subdivision (b) of Section 1798.140 of the California Civil Code; however, they do not include any Personal Information. We license the Third-Party Datasets from their respective owners to provide the Platform on the terms described in our Terms of Service and this Privacy Policy. Except as expressly granted in an agreement executed by Enzzo and by you, all rights with respect to those Third-Party Datasets (including copyright, trademark, or patent) are reserved by their respective owners. Enzzo does not clean, modify, process, or otherwise have access to the Third-Party Datasets except to the extent incorporated into the artificial intelligence services provided by the foregoing third parties.

11. Children’s Privacy.

We do not knowingly collect, maintain, or use personal information from children under 13 years of age, and no parts of our Platform are directed to children. If you learn that a child has provided us with personal information in violation of this Privacy Policy, then

please alert us at info@enzo.ai. If we become aware that we have inadvertently collected “personal information” (as defined by the United States Children’s Online Privacy Protection Act) from children under the age of 13 without parental consent, we will take reasonable steps to delete it as soon as possible as required by applicable law.

12. Retention and Deletion.

All Personal Information that we collect will be processed in accordance with this Privacy Policy and our internal retention policies, as in effect from time to time. We will retain the Personal Information that you provide for as long as necessary to fulfill the purpose(s) for which it was collected, such as to enable or improve your use of the Site and to allow us to provide the Platform to you. If you have submitted Personal Information to us for processing in connection with a subscription to use our Platform, then materials that you have submitted to those Platform for processing (along with the Personal Information included in your materials) will be returned to you or destroyed following termination of your subscription term.

You may submit inquiries or requests regarding the Personal Information that you submit to our Platform at any time contacting us using the “Contact Information” section at the bottom of this page. Note, however, that we may retain and use certain Personal Information as necessary in order to comply with applicable laws and our legal obligations, resolve disputes with any parties, and otherwise as needed to provide our Platform to you.

13. Pose a Question.

If you have questions about your privacy on the Platform or this Privacy Policy, please contact us at info@enzo.ai

14. Changes to this Privacy Policy.

We will post any adjustments to the Privacy Policy on this page, and the revised version will be effective when it is posted. If we materially change the ways in which we use or share Personal Information previously collected from you through our Platform, we will attempt to notify you through our Platform, by email, or other means. If you have registered for an account to use our Platform, we will also notify you of changes to this Privacy Policy by sending a notice to the primary e-mail address specified in your account.

15. Contact Information.

Enzzo, Inc. is responsible for processing your information. If you have any questions, comments, or concerns about our processing activities, please email us at write to us at 240 2nd Ave S #300, Seattle, WA 98104.