

PRIVACY RECITAL

At Fortuna Arbitration (together, with our affiliates, “Company”, “we”, “our”, or “us”), we value your privacy and are committed to protecting your data. This Privacy Notice explains how we collect, use, disclose, and safeguard user (hereinafter, “user”, and “you”) information when you visit our website or use our services in order to improve your experiences. By accessing or using our services, you agree to the terms outlined in this notice.

We encourage you to read this Privacy Notice carefully to understand our practices regarding your information and how we will treat it. If you have any questions or concerns about our policies or your privacy rights, please reach out to us at support@fortuna-insights.com.

TERMS OF PRIVACY AGREEMENT

1. **User Consent.** In consideration of Company services and good, user manifests an intention to be bound by this Online Privacy Notice.
2. **Information We Collect.** The Company may collect User Information to improve services, models, and other goods.
 - **Personal Identifying Information.** In order to make services available, Company will request users provide certain personal information (hereinafter “Personal Identifying Information” or “Personal Information”), including identifying information, such as name, postal address, e-mail address, screen name, password, telephone number, method of payment, credit card number, and other applicable information. Company may request additional information, as the Company discerns as relevant. If user communicates with Company, this information is also recorded. Company also retains multiple social media sites, and when you interact with our pages, we collect information on you
 - **Chat Rooms, Forums, and Bulletin Boards.** Any user information, including which may be communicated to Company via any Chat Room, or is related to Company, may be recorded by Company.
 - **User Inputs and Outputs.** Unless a privacy exception is applied in all user input and outputs are recorded, including those uploads of documents.

- **Contact.** Company may require a user to input telephone number to Company, and for Company to call, text, or otherwise contact user. Company may contact you for related services. Users should be aware that it is Company's practice to monitor, and in some cases record, texts and calls for training, quality assurance, and other purposes.

3. **Use of User Information.** Company may employ and store all User Information for the following purposes:

- **Administration.** Company may employ collective information for administrative purposes, such as providing customer service, processing or fulfilling orders, inputs, and outputs, verifying user information, processing payments, or providing similar services.
- **Security.** Company may employ user information to improve security, integrity, as is necessary and proportionate to protect Company infrastructure, data, and privacy integrity.
- **Research.** Company may employ user information to debug and identify and repair errors that impair functionality, or is used to draft open-source or close-source research and white papers, and to conduct research on user preferences, model performance, and adequacy or improvements.
- **Development and Training.** Company may employ user information training or developing Artificial Intelligence (AI) or other models.
- **Fraud Prevention.** Company may employ user information to prevent fraud, or identify and counter other criminal activity.
- **Business Purposes.** Company may employ User Information for business purposes, including identifying potential users, enhancing services, advertising and marketing services, and cross-context behavioral advertising to you or other users, to the extent permitted by law;

4. **Privacy Warrant.** The Company warrants that it will employ reasonable industry-standard protections to protect user privacy. Except as provided by the Disclosure provisions of this Agreement, Company will aggregate or de-identify User Information to the extent possible, so that data may not personally identify users.

5. **Disclosure of User Information.**

- **Vendors and Service Providers.** Company may disclose User Information to Vendors and Service Providers to improve, provide, and sell services to the

user. Such Vendors include, but are not limited to, customer service vendors, cloud services, email communication, web analytics services, and other information technology providers.

- **Business Transfers.** If involved in any strategic transactions, bankruptcy, receivership, merger and acquisition, internal corporate organization (including compliance with any relevant licenses to Company subsidiaries and partners), agents of the Company, affiliated businesses, marketing analysis by third parties, or services by third party consultants for the use of reasonable business services, Company may disclose User Information, and de-identify or aggregate the information to the extent reasonably possible. This may, in effect, constitute selling User Information, to the extent permitted by law.
- **Legal Requirements.** Company may share or employ User Information with government authorities, industry peers, or other third parties as required by law in good faith that such action is a legal obligation, to protect and defend Company rights or property, to enforce violations of Company terms, policies, or law, and to detect or prevent or prevent fraud or other illegal activity.
- **Account Administrators.** When a user joins the Company, Company employees may access and control account to the extent necessary to assist user in accessing services.

6. **User Rights.** Users may, depending on jurisdiction, have statutory rights in relation to user information. Those statutory rights, including access to user information relating to processing and training AI models, deletion of User Information or specific Personal Information, transferring of User Information or specific Personal Information, to withdraw consent, or to file a complaint, can always be exercised by contacting Company. **To excise user statutory rights, contact Company at support@fortuna-insights.com.** Company retains the right to verify user identify and credentials in order to protect User Information. That verification may include personal information, including proof of residency, social security number, and other information. Equally, in the event of an authorized agent on behalf of a user, the agent may be required to demonstrate evidence of agency. Users have the right to appeal any decision, and receive a decision by the Company by contacting support@fortuna-insights.com. **Users may learn about their rights by contacting Company Data Officer at kimo.gandall@fortuna-insights.com**

7. **U.S. State Disclosures, Including California.** As required by law, the following table discloses the categories and use of User Information by Company.

What We use your User Information for:	Our reasons:
To prevent and detect fraud against you or Company.	For Our legitimate interests or those of a third party, i.e., to minimize fraud that could be damaging for us and for you.
<p>Conducting checks to identify Our customers and verify their identity.</p> <p>Screening for financial and other sanctions or embargoes.</p> <p>Other processing necessary to comply with professional, legal and regulatory obligations that apply to Our business.</p>	To comply with Our legal and regulatory obligations
Gathering and providing information required by or relating to audits, enquiries or investigations by regulatory bodies.	To comply with Our legal and regulatory obligations.
Ensuring business policies are adhered to, e.g., policies covering security and internet use.	For Our legitimate interests or those of a third party, i.e., to make sure We are following Our own internal procedures so We can deliver the best service to you.
Operational reasons, such as improving efficiency, training and quality control.	For Our legitimate interests or those of a third party, i.e., to be as efficient as We can so We can deliver the best service for you at the best price.
Ensuring the confidentiality of commercially sensitive information.	For Our legitimate interests or those of a third party, i.e., to protect trade secrets and other commercially valuable information.

	To comply with Our legal and regulatory obligations.
Statistical analysis to help us manage Our business, e.g., in relation to our financial performance, customer base, or other efficiency measures.	For Our legitimate interests or those of a third party, i.e., to be as efficient as We can so We can deliver the best service for you at the best price.
Preventing unauthorized access and modifications to systems.	For Our legitimate interests or those of a third party, i.e., to prevent and detect criminal activity that could be damaging for us and for you. To comply with Our legal and regulatory obligations.
Updating and enhancing customer records.	For the performance of Our contract with third-parties. To comply with Our legal and regulatory obligations. For Our legitimate interests or those of a third party, e.g., making sure that We can keep in touch with Our users about existing orders and new products.
Statutory returns.	To comply with Our legal and regulatory obligations.
Ensuring safe working practices, staff administration and assessments.	To comply with Our legal and regulatory obligations. For Our legitimate interests or those of a third party, e.g., to make sure We are following Our own internal procedures and working efficiently so We can deliver the best service to you.
Marketing Our services and those of selected third parties to: —existing and former users and customers;	For Our legitimate interests or those of a third party, i.e., to promote Our business to existing and former customers.

<p>—third parties who have previously expressed an interest in Our services and product;</p> <p>—third parties with whom We have had no previous dealings.</p>	
Credit reference checks via external credit reference agencies.	For Our legitimate interests or those of a third party, i.e., to ensure Our users are likely to be able to pay for Our products and services.
External audits and quality checks, e.g., for accreditations and the audit of Our accounts.	<p>For Our legitimate interests or a those of a third party, i.e., to maintain Our accreditations so We can demonstrate We operate at the highest standards.</p> <p>To comply with Our legal and regulatory obligations.</p>
Training artificial intelligence models	For Our legitimate business interests in improving consumer quality for each individual experience.

8. **Prohibition on Children.** Our service is not directed or recommended to children under the age of 13. Company does not collect information from children, to the extent possible. If a user becomes aware of child under the age of 13 accessing the product, user should contact Company at support@fortuna-insights.com. We will investigate any submitted complaint, and act accordingly. This section can be waived by the legal guardian of any child, if in accordance with the rules of user’s jurisdiction and submitted in writing.
9. **Amendments.** This Agreement may be changed at any time by Company, upon notice to user. Amendments to this Agreement may be noticed by posting the new policy on the medium in which Company provides the Online Privacy Notice.
10. **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court, such provision shall be deemed modified to the extent necessary to make it valid and enforceable. If such amendment or modification is not possible, it shall be severed from the Agreement, and the

remaining provisions of the Agreement shall continue in full force and effect. If the arbitration provision found in section 12 is unconscionable or unenforceable, then the Company shall select a sufficiently impartial arbitrator. If the Company's choice of an arbitrator is insufficient, then the Court shall select an arbitrator. If the Court selects an arbitrator, and the arbitrator finds damages against the Company exceeding \$1,000,000, then the Court shall vacate the arbitrator's findings, and proceed through normal litigation. If the arbitrator's findings are vacated, neither party may employ the arbitrator's findings in litigation, and such findings shall remain under seal.

11. **Entire Agreement.** Except as required by law, this Agreement constitutes the entire Agreement to which there is a manifestation to be bound. This clause shall be construed to enforce the Parol Evidence Rule to exclude evidence that contradicts or modifies this written contract.

12. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by Fortuna Arbitration, employing Arbitrus.ai, or other AI systems owned, licensed, and or operated by Fortuna Arbitration, in accordance with the Fortuna Arbitration Early Access Rules and Procedures, or by the most recent rules and procedures connected to Arbitrus.ai, <https://www.arbitrus.ai/>. The decision of Fortuna Arbitration shall be final and binding on the parties and shall not be appealable to any court or other dispute resolution body. In addition, judgment on the award rendered by Fortuna Arbitration may be entered in any court having sufficient jurisdiction thereof. If Fortuna Arbitration cannot, or refuses to, provide arbitration, the Company may select a neutral arbitrator. **BY AGREEING TO THIS ARBITRATION PROCEDURE, THE PARTIES OF THIS AGREEMENT WAIVE THE RIGHT TO RESOLVE ANY SUCH DISPUTES THROUGH A TRIAL BY JURY OR JUDGE OR THROUGH AN ADMINISTRATIVE PROCEEDING.** Fortuna Arbitration shall have the sole and exclusive authority to determine whether a dispute, claim, or cause is subject to arbitration under this Agreement, to determine any procedural questions which grow out of such disputes, claims, or causes of action, and to render a final decision. The party initiating the arbitration shall be responsible for paying all administrative fees charged by Fortuna Arbitration for the arbitration, except as required by law; however, if the party initiating the arbitration is ultimately successful in the arbitration, the non-initiating party shall be responsible for such fees, except as required by law. **NOTICES UNDER THIS PROVISION MAY BE SERVED BY ELECTRONIC EMAIL.**

