

PRIVACY POLICY

Effective Date: August 29, 2025

WHO WE ARE

This Privacy Policy explains how **Seraph Ventures LLC, dba Mementiq** (“Company,” “we,” “us,” or “our”) collects, uses, shares, and safeguards information when you visit our website, create an account, or use our private video editing services (the “Services”). We are a US limited liability company registered in the state of New Mexico.

ROLE-BASED DISCLOSURE

For most Website & Account Data, we act as an independent **controller/business**. For **Client Content** (raw footage, project files, and related metadata you upload for editing), we act as your **processor/service provider** and handle it solely under your instructions and our agreement. For participants in the **Research, Development, and Curated Dataset Program**, we act as an **independent controller/business** for those improvement uses.

We do not publicly host or publish client videos; content is processed privately and returned to you.

SCOPE

The Services are intended for **adults (18+) only**.

This Policy applies to our website(s), web applications, and any offline activities that reference it. It does not apply to third-party websites or services you access through links from our site, or to your own publication of videos on third-party platforms.

SUMMARY/ AT A GLANCE

- **18+ only:** We serve adults; we do not permit minors to use the Services.
- **Your uploads are private:** Only necessary staff/contractors see them for editing.

- **Two optional opt-ins:** (1) Showing select finished work in our portfolio; (2) Model training/curated dataset program. Both are off by default, and you can withdraw any time.
- **No ad-tech sale:** By default, we do not sell personal information or share it for cross-context behavioral advertising. If you opt into the dataset program, curated, de-identified datasets may be licensed/sold under strict terms. We honor **Global Privacy Control (GPC)** signals and provide **Your Privacy Choices**.
- **Cookies:** At launch, we use only essential cookies necessary to operate the site.
- **Security:** We use appropriate measures and reputable service providers; if legally required, we'll notify you of a data breach.
- **Your rights:** Access, delete, correct, portability, objection/restriction (where applicable), and choices for sale/share and the optional programs.

1. INFORMATION WE COLLECT

A. **Account & Contact Information:** Name, email, billing address, company name, phone (optional), authentication identifiers, support correspondence, preferences.

B. **Client Content:** Raw footage, project files, audio tracks, stills, edits, captions, embedded metadata, and your editing instructions. Do not upload illegal content or content you lack rights to.

C. **Transaction & Payment Information:** Order details, plan tier, invoices, tax information. Payment card data is processed by our payment processor; we do not store full card numbers.

D. **Device/Usage Data (Logs & Cookies):** IP address, device identifiers, browser type, session activity, timestamps, error logs, and approximate location.

E. **Contractor/Partner Information** (for independent editors/vendors): Contact details, contractual/compliance data, limited device/usage telemetry when accessing our systems.

F. **Inferences (Minimal):** Limited inferences drawn from usage to improve workflow and quality (e.g., feature adoption).

G. **Biometric/Sensitive Data:** We do **not** create or store biometric identifiers (e.g., face or voice prints) and we do **not** use Client Content for identity recognition. If we later offer features that require such processing, we will provide separate notice and obtain any required consent.

2. HOW WE USE INFORMATION (PURPOSES)

We use information to:

1. **Provide the Services:** Account creation, file intake, editing, delivery, support, and quality assurance.
2. **Process Client Content** as your processor/service provider according to your instructions and our agreement.
3. **Security & Abuse Prevention:** Authenticate users; detect, investigate, and prevent malicious, fraudulent, or illegal activity; enforce our terms.
4. **Legal Compliance:** Comply with applicable laws (including mandatory CSAM reporting to NCMEC), respond to lawful requests, and meet tax/accounting obligations.
5. **Analytics & Improvements:** Measure performance, fix bugs, optimize workflows, and develop new features. When feasible, we use de-identified or aggregated data.
6. **Communications:** Send service messages, transactional emails, and—with your consent or as permitted—product updates.

(EEA/UK lawful bases, where applicable: contract performance; legitimate interests such as security/service improvement; consent for optional programs; legal obligation; vital interests for safety.)

Automated decisions: We do not make automated decisions that produce legal or similarly significant effects about you. If that changes, we will provide required notices and choices.

3. HOW WE SHARE INFORMATION

We share information only as needed and with safeguards:

- **Service Providers/Subprocessors:** Hosting/storage, payment processing, email delivery, analytics, project management, error monitoring—acting under contract and our instructions. A current list of our data subprocessors is **available on request** at **mementiq@seraphventures.net**.
- **Independent Contractor Editors:** Under confidentiality, security, and data-handling obligations; edit files solely to perform your project.
- **Legal & Safety:** To comply with laws and **valid legal process** (e.g., subpoenas, court orders) and to protect rights, safety, and property. **Where permitted by law, we will notify affected users before disclosing their information.** This includes **mandatory reporting of CSAM to NCMEC** and cooperation with law enforcement.
- **Business Transfers:** In connection with mergers, acquisitions, financings, or asset transfers, with continued protection or notice/choices.
- **Aggregated/De-identified Data:** That cannot reasonably be used to identify you.

Sale/Sharing: By default, we **do not sell** personal information or **share** it for cross-context behavioral advertising. If you **opt in** to our **Research, Development, and Curated Dataset Program (\$8B)**, we may **license or sell** curated, de-identified datasets to trusted partners under strict terms. We **honor Global Privacy Control (GPC)** signals for sale/share choices. Manage your choices at **Your Privacy Choices**. We do not sell for cross-context behavioral advertising.

4. INTERNATIONAL TRANSFERS

We are U.S.-based and may process information in the U.S. and other countries where our contractors or service providers operate. Where required, we use lawful transfer mechanisms (e.g., EU Standard Contractual Clauses and UK addenda) and appropriate safeguards.

5. RETENTION

We retain information only as long as necessary for the purposes above or as required by law:

- **Client Content:** Retained for active projects. If you **do not opt in** to the Research, Development, and Curated Dataset Program, we delete Client Content within **90 days** of final delivery. If you **opt in** (§8B), we may retain copies in R&D corpora and/or curated datasets until you withdraw consent or until our R&D program ends; existing model parameters may not be reversible.
- **Training Corpora (if opted in):** Retained **no longer than 5 years** from collection (or until you withdraw, whichever is sooner), unless a longer period is required by law or to protect the security or integrity of the Services.
- **Account & Billing Records:** **6–7 years** or as required for tax/audit.
- **Logs/Telemetry:** **90–180 days**, unless needed longer for security/troubleshooting.
- **Legal Holds:** We may preserve specific data beyond standard periods if required by law/investigations.

6. SECURITY

We use appropriate technical and organizational measures to protect personal information and engage service providers under contract to process data on our behalf. No method of transmission or storage is completely secure. Where required by law, we will notify you of a data breach.

7. CONTENT SAFETY & ILLEGAL MATERIAL

- **Prohibited Content:** Do not upload illegal content or content you lack rights to (e.g., CSAM, non-consensual intimate imagery, infringing media, extreme animal cruelty, etc).

- **Mandatory Reporting:** If we become aware of apparent CSAM, we will report to NCMEC and may preserve/disclose information to law enforcement.
- **Takedown & Cooperation:** We may remove content, suspend/terminate accounts, and cooperate with investigations.

8. SHOWING SELECT WORK (OPT-IN)

With your permission, we may include **final Edited Outputs** (never raw uploads) in a small selection of showcase materials—our website, social channels, case studies, award entries, or new-client pitches.

- **Your choice:** Off by default; requires your clear opt-in at checkout/upload.
- **How we present it:** We may make **light, non-substantive formatting** adjustments (e.g., resizing, compression, tasteful watermarks) for display—no creative changes.
- **People on camera:** By opting in, you agree that any names/likenesses appearing in the Edited Output may be shown for the limited showcase purpose. You also confirm you have permission from other identifiable people featured. Where needed, we can apply redactions or seek additional releases.
- **Change your mind:** Email mementiq@seraphventures.net; we'll stop future uses and remove the piece from active showcases within a reasonable window (no recall of printed materials or past award submissions).
- **Editors' portfolios:** Editors do not publish portfolio pieces by default; any separate editor display would require your written approval.

9. RESEARCH, DEVELOPMENT, AND CURATED DATASET PROGRAM (OPT-IN)

With your permission, we may use **Client Content and/or Edited Outputs** to help **train, fine-tune, evaluate, and improve** our editing systems (e.g., teaching systems to better recognize cuts, pacing, color balance, common edit structures, etc). In limited cases, we may make **curated, de-identified datasets** available to trusted research partners for similar improvement purposes under strict

agreements, which may include **licensing or sale** of such datasets.

- **Eligibility:** Available only to users **18+**.
- **Your choice:** Off by default; requires a separate, explicit opt-in. If you don't opt in, your content is not used for these purposes.
- **How we protect it:** Dataset governance (access controls, minimization, audit logs, and—where feasible—de-identification/pseudonymization). We **publicly commit not to re-identify** de-identified data and require recipients to do the same. We do not use illegal content and cooperate with law enforcement where required.
- **Third parties:** Infrastructure vendors act as service providers. Where we collaborate or make curated datasets available (including licensed or sold datasets), recipients are bound by agreements limiting use to model development/evaluation, **prohibiting re-identification, advertising uses, or onward resale**, and requiring appropriate security.
- **Control & timing:** You can withdraw at any time; we'll stop **future** use and remove your content from corpora going forward. **Existing learned model parameters may not be reversible.** We will not newly share datasets including your content after withdrawal and will **request deletion from prior recipients** under our agreements, where feasible.
- **Advertising:** We do **not** use your content for cross-context behavioral advertising.

10. COOKIES & TRACKING

We use **only essential cookies** that are necessary to operate the site and keep you signed in. We do not use analytics, advertising, or other non-essential cookies. If this changes, we will update this Policy and (where required) present a consent banner and provide controls to manage non-essential cookies.

11. YOUR PRIVACY RIGHTS

Depending on your location, you may have some or all of the following rights:

- **Access/Know** the categories and specific pieces of personal information we hold.
- **Correction** of inaccurate information.
- **Deletion/Erasure** of certain information.
- **Portability** of certain information in a usable format.
- **Restriction/Objection** (EEA/UK) to certain processing based on legitimate interests.
- **Opt-out** of targeted advertising or certain profiling (where applicable), and **opt-out of sale/sharing** and **AI training/dataset use** (where applicable).
- **Withdraw consent** where processing is based on consent (e.g., showcases or model training program).

Exercising your rights: Email mementiq@seraphventures.net or visit **Your Privacy Choices**. We **honor Global Privacy Control (GPC)** signals for applicable sale/share choices. We will verify your identity and respond within required timeframes. If we deny your request, you may appeal by replying to our decision; you also have the right to contact your local data protection authority. We will not discriminate against you for exercising your rights.

12. CHILDREN'S PRIVACY

The Services are intended for **adults (18+) only**. We do not knowingly collect information from or allow use by anyone under 18. If we learn that an account is associated with a minor, we will disable the account and remove related data except where we are legally required to preserve specific information (e.g., for safety investigations or to comply with law). Please contact

mementiq@seraphventures.net if you believe a minor has used the Services.

13. CHANGES TO THIS POLICY

We may update this Policy to reflect operational, legal, or regulatory changes. Updates will be posted here with a new Effective Date. Material changes will be communicated via the Service or email when appropriate.

14. GOVERNING LAW & VENUE

This Policy—and any dispute or claim relating to it or to our privacy practices—is governed by the laws of the **State of New Mexico, USA**, without regard to conflict-of-law rules. Courts of competent jurisdiction located in **Bernalillo County, New Mexico** (state or federal) shall have exclusive jurisdiction and venue. Nothing here limits any non-waivable consumer or data protection rights that apply to you under the laws of your place of residence.

15. CONTACT US

Seraph Ventures LLC, dba Mementiq

Attn: Privacy

1209 MOUNTAIN ROAD PL NE STE N

ALBUQUERQUE, NM 87110 USA

Email: **mementiq@seraphventures.net**

APPENDIX A — U.S. STATE PRIVACY NOTICE (CA/CO/CT/VA/UT & OTHERS)

Categories collected: Identifiers (name, email, IP), commercial information (orders), internet/electronic activity (logs), geolocation (approximate), professional information (for editors), and limited inferences. Sensitive personal information is generally not sought; do not upload sensitive data unless necessary.

Sources: Directly from you; automated collection from your device; service providers.

Purposes: As described above in **How We Use Information**.

Disclosures: To service providers/subprocessors; to independent editors under confidentiality; to authorities for legal compliance; to affiliates/successors in business transfers.

Sales/Sharing: We **do not sell** or **share** your personal information by default. If you **opt in** to our **Research, Development, and Curated Dataset Program**, we may make curated, de-identified datasets available to trusted partners under strict agreements (treated as a **sale/share** under some state laws). Manage choices at **Your Privacy Choices**. We **honor GPC** signals for applicable sale/share choices.

Your rights (state-specific): Access/know, deletion, correction, portability, opt-out of sale/sharing and targeted advertising (where applicable), and appeal. Submit requests via mementiq@seraphventures.net or **Your Privacy Choices**. We will verify requests and respond within statutory timelines.

Notice at Collection (CA): We collect the categories listed above for the purposes described; retention periods are in **Retention**. For users who opt into the Research, Development, and Curated Dataset Program, such use may be considered a **sale/share**; you can withdraw at any time and via GPC; see **Your Privacy Choices**.

APPENDIX B — EEA/UK ADDENDUM (IF APPLICABLE)

Controller: For Website & Account Data: **Seraph Ventures LLC, dba Mementiq**.

Processor: For Client Content: we act on your instructions under our Terms/DPA.

Lawful Bases: Contract performance; legitimate interests (security, improvement, fraud prevention); consent (opt-in programs/cookies where used); legal obligation; vital interests (e.g., reporting exploitation of minors).

International Transfers: We rely on SCCs and equivalent mechanisms for transfers outside your region and implement appropriate safeguards.

Your Rights: Access, rectification, erasure, restriction, portability, objection, and complaint to your supervisory authority. Where processing is based on consent, you may withdraw consent at any time.

Automated Decisions: We do not make automated decisions that produce legal or similarly significant effects. If that changes, we will provide notices and choices.

DEFINITIONS (SELECTED)

“Client Content”: Files and related data you upload for private editing.

“Personal Information/Personal Data”: Information that identifies or can reasonably be linked to an individual.

“Processor/Service Provider”: An entity that processes personal data on behalf of a controller/business.

“Sell/Share”: As defined by applicable law; see Appendix A.

LAST UPDATED: [YYYY-MM-DD]