Privacy Policy

Effective Date: May 15, 2025

This Privacy Policy explains how Brainstems AI Foundation collects, uses, shares, and protects information in connection with the PLM contribution platform, InterOp APIs, and related services.

1) Roles & Applicability

- **Controller:** Company is the controller for user submissions and account metadata.

- **Processor:** For certain enterprise pilots, we may act as processor pursuant to a separate DPA.

- **Scope:** This Policy covers platform users (contributors, validators), consumer agents, and brand/enterprise users.

2) Information We Collect

2.1 You provide directly

- **Account & Wallet:** wallet address, email (if provided), username, locale.

- **Consent Receipts:** selected scopes (offers, analytics, training), TTL, policy version, receipt ID.

- **Task Submissions:**

  - **Diaries:** function, context (location type, companions), constraints, question, target answer, rationale, optional brand/region.

  - **Ranking:** candidates shown, your chosen answer, explanation.

  - **Critique & Rewrite:** original draft, your edited answer, edit tags.

  - **Retrieval Tagging:** snippet text; tags (brand, pack, occasion, region, temperature, sentiment, companions).

- ○ **Attitudes:** sliders (taste, health, social, price), switch triggers, notes.

- ○ **Content Tagging:** video URL, labels (function, setting, theme, pack, tone, region, brand mentions), moments (timestamps), comment, fit score, rationale.

- ○ **Receipts/Events (optional):** redacted receipt summaries (store, date, items), event check-ins (POAP or codes).

- **Negotiation & InterOp:** Intent Envelopes, offers/counters/acceptances, settlement notifications, capability selections.

2.2 Automatically collected

- Device type, OS, browser, coarse region, language, time zone, IP-derived general location (stored at reduced precision), log files, telemetry (latency, errors), and cookies or local storage for sessions and preferences.

2.3 From third parties (if you allow)

- Wallet or identity attestations (e.g., dual-holder NFT), purchase verification partners, analytics providers, or brand/merchant APIs.

3) How We Use Information

3.1 Purposes

- **Provide the Services:** run the task hub, vector memories (RAG), PLM slots, interoperability, and settlement.

- **Personalization at runtime (Offers scope):** retrieve your own PLM context, route agents, and coordinate proposals (no new training unless training scope is given).

- **Analytics (Aggregated):** usage metrics, quality/reputation scoring, fraud prevention, product improvement using de-identified data.

- **Model Training (opt-in):** supervised fine-tuning (SFT), preference optimization (DPO/RLHF), evaluation, and creation of de-identified **federated datasets** and adapters.

- **Security & Compliance:** rate limiting, abuse prevention, legal requests.

3.2 Legal Bases (EEA/UK/Switzerland where applicable)

- **Consent** for model training, certain analytics, marketing, and cookies.

- **Contract** to deliver the Services and rewards.

- **Legitimate interests** for fraud prevention, service improvement (using de-identified or minimal data).

- **Legal obligation** for tax, accounting, and compliance.

4) Sharing & Disclosures

- **Vendors/Processors:** cloud hosting, vector/search, analytics, payment/reward processors, email/SMS, identity/attestation providers, content moderation.

- **Enterprise Clients:** only de-identified, aggregated, or federated datasets unless you explicitly opt into named sharing.

- **Interoperability Partners:** brand agents consume **Intent Envelopes** and proposals/settlements while honoring your consent scope.

- **Legal & Safety:** to comply with law, enforce our Terms, or protect rights and safety.

- **Business Transfers:** merger, acquisition—subject to this Policy and applicable law.

We do **not** sell personal information in the traditional sense. For CCPA/CPRA, certain analytics or advertising disclosures may be deemed "sharing"; see Your Rights.

5) Data Minimization, De-identification & Retention

- We de-identify and aggregate data for analytics and training.

- We store coarse geohashes instead of exact GPS coordinates.

- **Retention:** We retain data per your **TTL** and consent scope, and otherwise only as long as necessary for the purposes described, legal requirements, or dispute resolution. Trained models and previously issued federated datasets are not retroactively altered.

6) Your Choices & Rights

- **Consent Manager:** change scopes (offers, analytics, training), set TTLs, and revoke.

- **Access/Correction/Deletion:** request a copy, correction, or deletion of your personal data.

- **Opt-Out of "Sale/Share" (US State Laws):** use the "Do Not Sell/Share" control if applicable.

- **Objection/Restriction/Portability:** under GDPR where applicable.

- **Automated Decision-Making & Profiling:** you can request meaningful information about logic, significance, and consequences in supported jurisdictions.

- **Appeals:** if we decline your request, you can appeal using the instructions provided. Submit requests via [privacy contact email/form]. We may verify your identity and may deny requests where exceptions apply.

7) International Transfers

We may transfer, store, and process information outside your country. Where required, we use appropriate safeguards (e.g., Standard Contractual Clauses) and assess data transfer risks.

8) Security

We use administrative, technical, and physical safeguards, including encryption at rest and in transit, key management, access controls, audit logging, rate limiting, and anomaly detection. No method is 100% secure.

9) Children's Privacy

The Services are not directed to children under 16 (or higher local threshold). If you believe we processed a child's data without consent, contact us to delete it.

10) Cookies & Similar Technologies

We use strictly necessary cookies and, with consent, performance/analytics. Manage preferences in the app or browser settings.

11) Automated Decisions & Explanations

Where your agent negotiates or receives offers, we can provide a high-level explanation: key inputs (function, constraints), capability matching, and reasons a proposal won (e.g., price, pack, temperature, eligibility attestation).

12) Changes to this Policy

We may update this Policy. Material changes will be posted with an updated Effective Date. Continued use after updates constitutes acceptance.

13) Contact Us

Brainstems AI Foundation
info@brainstems.ai

Addendum A — Data Categories Mapping

Task / Feature	Personal Data Examples	Purpose	Retention / TTL	Training Use
Account & Wallet	Wallet address, locale	Auth, rewards, receipts	While active + legal	No (unless consented separately)
Consent Receipts	Scopes, TTL, receipt ID	Proof of consent	TTL + legal	N/A
Diaries	Context, constraints, answer/rationale	Personalization (Offers), training (if consent)	TTL	Yes, if "Model Training" scope
Ranking	Choice, explanation	DPO	TTL	Yes, if "Model Training" scope
Critique	Original, edited, tags	SFT quality	TTL	Yes, if "Model Training" scope

Tagging	Snippet + tags	RAG retrieval	TTL	Only if consented; otherwise runtime only
Attitudes	Sliders, notes	Diversity, eval stratification	TTL	Yes, if "Model Training" scope
Content Labeling	URL, labels, timestamps, comment	SFT + RAG	TTL	Yes, if "Model Training" scope
Receipts/Events	Redacted summaries, hashes	Attestations, rewards	TTL	De-identified aggregates only
InterOp Events	Envelope, proposals, settlement	Coordination, value, reporting	TTL	De-identified aggregates & policy training

Addendum B — Interoperability & Third Parties

- **Intent Envelope & Ontology.** We publish versioned schemas. Partners must adhere to consent scopes and TTLs.

- **Agent Capability Descriptors.** We maintain a registry of partner capabilities and performance metrics to route traffic in a privacy-preserving manner.

- **No PII resale.** Federated datasets are de-identified; enterprise access is governed by license terms and audits.

Addendum C — California, Virginia, Colorado, Connecticut, Utah (US)

- You may request access, deletion, correction, and to opt out of "sale/share" and targeted advertising. Use in-app controls or contact us. We do not knowingly process children's

data for targeted advertising.

Addendum D — EEA/UK/Switzerland (GDPR)

- **Controller:** Brainstems AI Foundation info@brainstems.ai

- **Rights:** access, rectification, erasure, restriction, portability, objection, and complaint to your supervisory authority.

- **Legal bases:** consent, contract, legitimate interests, legal obligation (as detailed above).

- **International transfers:** SCCs and supplementary measures where required.