**BiteBack Privacy Policy**  
Last Updated: Feb , 2024  
Effective Date: October 15, 2023  
  
  
**Introduction**  
Welcome to Biteback This Privacy Policy applies to the BiteBack mobile software application ("BiteBack APP"), software applications deployed on the desktop ("BiteBack Desktop version"), and the official BiteBack website ("BiteBack Web"), (collectively, the “Services”). This Privacy Policy also explains how we collect, use, share, and otherwise process the personal information of users and other individuals in connection with our Services.   
  
  
The Services are provided and controlled by Levitus Advertising Agency Ltd. with its registered address at 5 Brayford Square, London, E1 0SG (“we” “us” or “our”) unless otherwise indicated in the Supplemental Terms - Jurisdiction Specific section to your region.   
  
  
**What Information We Collect**  
We may collect the following information about you:  
  
  
**Information You Provide**

* **Registration**. You give us information when you register on the Services, including your date of birth and gender (where applicable), your email address and the corresponding password you set for your BiteBack account, your accounts on other social network services (where applicable), and other information you disclose in your user profile.
* **User Content**. We may collect the content you create, upload, generate, or access through the Services, including the photographs, images, and videos you upload, video templates you generate or view, comments you make, and other actions you take on the Services, such as liking content, including associated metadata (such as when, where, and by whom the content was created) (“User Content”). When you create User Content, we may upload or import it to the Services before you save or post the User Content (also known as pre-uploading). For example, in order to recommend audio options, generate captions, and to provide other personalized recommendations we may pre-upload User Content to improve your experience. You are not required to create an account when using our Services, but some of the functionality will be limited if you do not create an account. We may also collect information about you where you choose to use the Services without creating an account, as otherwise described in this Privacy Policy.
* **Your Email Contacts.** Where available, if you are a registered user on our website and you choose to sign-up or log-in to the Services using Google and expressly agree to synchronize your Google contacts, we will collect the Gmail addresses of your contacts.
* **Information When You Contact Us**. When you contact us, we collect the information you send us, such as proof of identity or age, feedback or inquiries about your use of the Services or information about possible violations of our [Terms of Service](https://www.capcut.com/terms-of-service?from_page=landing_page&enter_from=page_footer), [Community Guidelines](https://www.capcut.com/community-guideline?from_page=landing_page&enter_from=page_footer), or other policies.
* **Other Information**. We may also collect your feedback about the Services if you choose to provide it. If you use features that involve payment, including rewards programs, or the BiteBack Cloud Space Service as described in our [Terms of Service](https://www.capcut.com/terms-of-service?from_page=landing_page&enter_from=page_footer), we and/or our service providers or business partners, such as payment providers, may collect information about the purchase or payment transaction, such as payment card information, billing, delivery, and contact information, and what you purchased.

**Automatically Collected Information**

* **Technical Information We Collect About You.** We automatically collect certain information from you when you use the Services. Such information includes your IP address, unique device identifiers (device ID), advertising identifiers, network type and connections, mobile or device model, device manufacturer, country calling codes, application version number, operating system, device resolution, system language and region, and battery information. Where you log-in from multiple devices, we will be able to use your profile information to identify your activity across devices.
* **Location.** We collect information about your approximate location, based on your SIM card and/or IP address. We may use such information, for example, to provide you with personalized content.
* **Usage Information.** We collect information about how you engage with the Services, including information about the content you view, the duration and frequency of your use, and your engagement with other users. This information may include issues encountered using our Services, content preferences,such as ads you view, videos you watch, users you follow, and the stickers and filters you use. Where applicable, we process information about your followers, the likes you receive, and responses to content you upload.
* **Image and Audio Information.** We may collect information about the videos, images and audio that are a part of your User Content, such as identifying the objects and scenery that appear, the existence and location within an image of face and body features and attributes, the nature of the audio, and the text of the words spoken in your User Content. We may collect this information, for example, to enable image and video effects, to recommend and moderate content, and where permitted, to recommend content or serve you personalized ads.
* **Auto-Caption Text.** If you use the auto caption function, we will collect the transcribed text and the edited text in order to develop and improve this function and moderate content.
* **Cookies**. Depending on the jurisdiction from which you access the Services, we and our service providers and business partners use cookies to collect data and recognize you and your device(s) on the Services and elsewhere across your different devices. We use cookies and similar tracking technologies to operate and provide the Services. For example, we use cookies to remember your language preferences, to measure website traffic and functionality, and for security purposes. We may also use these technologies for marketing purposes. We will obtain your consent to our use of cookies where required by law. You have the option to change your device's cookie settings at any time, usually through your browser's "options" or "preferences" menu. However, please note that if you choose to refuse, disable, or delete cookies, some of the functionality of the Services may no longer be available to you.

**Information From Other Sources**  
We may receive the information described in this Privacy Policy from other sources, such as:  
  
  
**Log-in, Sign-up, or Linked Services.** Where available, and if you choose to sign-up or log-in to the Services using a third-party service such as Apple, Facebook, Google, TikTok, Youtube, such services provide us with information such as, your public profile information, including your username, email, and profile picture. Depending on the service provided, these third party services may also share your liked songs on that service, your contact list, and information about your use of that service.  
  
  
**Others.** We may receive information about you from others, for example, where you are included or mentioned in User Content, in a complaint, appeal, request or feedback submitted by a user or third party, or if your contact information is provided to us by a user.  
  
  
**How We Use Your Information**  
We will use your information in order to:

* verify your age and identity;
* administer and provide you with the Services, including to enable you to create, edit, modify and share User Content and interact with other users, and to allow you to participate in interactive features of the Services, when you choose to do so;
* promote your content to other users;
* communicate with you, including to notify you about changes to the Services;
* provide you with tailored or personalized information or content that may be of interest to you, such as marketing communications in accordance with your preferences;
* enforce our [Terms of Service](https://www.capcut.com/terms-of-service?from_page=landing_page&enter_from=page_footer), [Community Guidelines](https://www.capcut.com/community-guideline?from_page=landing_page&enter_from=page_footer), and other conditions and policies;
* respond to, handle and process queries, requests, applications, complaints, and feedback from you;
* improve and develop the Services by ensuring tools on the Services are presented in the most effective manner for you and your device, and by improving our technology, such as our machine learning models and algorithms;
* administer the Services and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
* detect abuse, fraud, and illegal activity on the Services and ensure your safety and security, including scanning, analysing, and reviewing User Content, and associated metadata for violations of our [Terms of Service](https://www.capcut.com/terms-of-service?from_page=landing_page&enter_from=page_footer), [Community Guidelines](https://www.capcut.com/community-guideline?from_page=landing_page&enter_from=page_footer), and other conditions and policies, if permitted by applicable law;
* provide advertising services, including to serve users with personalized advertising, where permitted and to measure and understand the effectiveness of advertising;
* comply with our legal obligations, or as necessary to perform tasks in the public interest, or to protect the vital interests of our users and other people.

We may also use your information for any other purposes disclosed to you at the time we collect your information, with your consent, or as otherwise permitted by applicable law.  
  
  
**How We Share Your Information**  
This section sets out how we may share your information with third parties.  
  
  
**Service Providers and Business Partners**  
We may share the categories of personal information listed above, including <Information you provide>, <Information we collect automatically>, and <Information we obtain from other sources>, with our service providers and business partners in order to provide you with the Services for the purposes as set out in this Policy. They provide services such as cloud hosting, content delivery, customer and technical support, content moderation, marketing, analytics, and online payment. For example, we may share your personal information with:

* Suppliers, subcontractors, and other business partners who help us run the Services and otherwise help provide its functionality (such as to send notifications to you). Without limitation on the foregoing, note that some features on BiteBack are developed based on integration with YouTube’s API services (the “YouTube API Services”). If you choose to use the YouTube API Services, you agree to be bound by the YouTube Terms of Service (<http://www.youtube.com/t/terms>). Per Google, you may revoke your authorization for access to your data via the YouTube API Services using the functionality provided by Google on Google's security settings page. (<https://security.google.com/settings/security/permissions>). For more information with respect to Google’s privacy practices, please visit<http://www.google.com/policies/privacy>.
* Data analytics, crash analytics, and search engine providers that assist us in the improvement and optimization of the Services (including providing you with tailored or personalized information or content).

**Our Corporate Group**  
As a global company, the Services is supported by certain entities within our corporate group. These entities may process <Information we collect> for us as necessary to provide important functions, such as storage, content delivery and optimization of the Services, security, research and development, analytics, online payments, customer and technical support, and content moderation. We may also share your information with any member of our corporate group to improve the Services, allow you to access other services provided by members of our corporate group, or for internal business purposes.   
  
  
**Third-Party Social Network Services**  
If you choose to sign up or log in to use the Services with your other social network account details or other third-party service account details or choose to link your Services account with other social network accounts, these third-party services may be able to collect information about you, including information about your activity on the Services, and they may notify your connections on the third-party services about your use of the Services, in accordance with their privacy policies.   
If you choose to allow a third-party service to access your account, we will share certain information about you with the third-party service, such as your app ID, access token, and the referring URL. Depending on the permissions you grant, the third-party service may be able to obtain your account information and other information you choose to provide. Where you opt to share User Content you created or uploaded on the Services to other social media Services, your User Content, username and accompanying text (if any) will be shared on such Services.  
  
  
**Advertising and Analytics Partners**  
Depending on the jurisdiction from which you access our Services, we may share information collected through your use of our Services (such as mobile identifiers and your device’s IP address, and related information about your inferred location and use of the Services) with our advertising partners. These partners help us deliver relevant advertising across our Services and on other services, some of which may be based on your activity across other sites and services. This information is typically collected through Cookies and similar tracking technologies. We may also share aggregate information about how those ads have performed to help those advertisers measure the effectiveness of their advertising campaigns.  
  
  
**Legal Obligations and Rights**  
We may share <the types of information we collect> with law enforcement agencies, public authorities, or other entities if legally required to do so, or if we have a good faith belief that such use is reasonably necessary to:

* comply with any applicable laws, regulations, codes of practice, governmental guidelines, or other legal and regulatory obligations, as consistent with internationally recognised standards;
* enforce our [Terms of Service](https://www.capcut.com/terms-of-service?from_page=landing_page&enter_from=page_footer) and other agreements, policies, and standards, including investigation of any potential violation thereof;
* exercise or defend any legal claims, including to respond to subpoenas, court orders, legal process, law enforcement requests, legal claims, or government inquiries;
* detect, prevent or otherwise address security, fraud or technical issues; or
* protect the rights, property or safety of us, our users, a third party or the public as required or permitted by law (including exchanging information with other companies and organizations for the purposes of fraud protection).

**Sale or Merger**  
We may also disclose your information to third parties:

* in the event that we sell any business or assets, in which case we may disclose your information to the prospective buyer of such business or assets; or
* if we sell, buy, merge with, are acquired by, or partner with other companies or businesses, or sell some or all of our assets. In such transactions, your user information may be among the transferred assets.

**With Your Consent**  
We may share information with third parties with your consent or at your direction.   
  
  
**International Data Transfers**  
The personal information we collect from you may be stored on a server located outside of the country where you live. We store the information we collect in secure servers located in the United States and Singapore. Where we transfer any personal information out of the country where you live, including for one or more of the purposes as set out in this Policy, we will do so in accordance with the requirements of applicable data protection laws.  
  
  
**Your Rights and Choices**  
On some versions of the Services, you can access, view, and edit most of your profile information by signing into your account, and you may also be able to control how you use the Services by visiting your in-app settings, including to decide whether you see certain types of advertising on the Services or to manage third-party services that are linked to your account. If you choose to log-in, sign-up, or link to a third-party service, such as Apple, Facebook, Google, TikTok, or Youtube, you may be able to manage the type of data shared with BiteBack through that service’s settings.   
  
  
You may also be able to manage third-party advertising preferences for some of the third parties we work with to serve advertising across the Internet by using the choices available at <https://www.networkadvertising.org/managing/opt_out.asp> and <https://www.aboutads.info/choices>. Further, your device may have controls that determine what information we collect. For example, you can control whether we can collect your mobile advertising identifier for advertising through settings on your Apple and Android devices. You can also opt out of marketing or advertising emails by using the “unsubscribe” link or mechanism noted in marketing or advertising emails.  
  
  
As discussed further in the Supplemental Terms - Jurisdiction Specific, you may also be afforded rights in your country under applicable laws, such as the ability to access your data, delete your data, be informed of the use of your data, revoke your consent, file a complaint before the relevant authority. If you have any questions on how to use your in-app settings or want to know about any rights with regard to your personal data you may have in the country where you live, please contact us at GDPR@levitus.co.ukand we will respond as required under applicable laws.  
  
  
**Data Security**  
We take steps to ensure that your information is treated securely and in accordance with this policy. Unfortunately, the transmission of information via the internet is not completely secure. We cannot guarantee the security of your information transmitted via the Services.  
  
  
We maintain appropriate technical, administrative, and physical security measures that are designed to protect your information from unauthorized access, theft, disclosure, modification, or loss. We maintain these technical and organizational measures and will amend them from time to time to improve the overall security of our systems.  
  
  
We will, from time to time, include links to and from the websites of third parties. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any information to these websites.  
  
  
**Data Retention**  
We retain your information for as long as it is necessary to provide you with the service and for the other purposes set out in this Privacy Policy or as may be required by law.  
  
  
The retention periods will be different depending on the type of information and the purposes for which we use the information. For example, when we process your information to provide you with the Services, we keep information such as your account and profile information for as long as you have an account.  
  
  
If you use the BiteBack Cloud Space Service, we will store your content for you. We will not access, process or delete any content or information you have actively uploaded and stored in the BiteBack Cloud Space Service without your consent, unless otherwise required to do so by law or regulation. Entities with whom we may share your data as described herein may be located outside of your country of residence.   
  
  
**Information Relating to Minors**  
BiteBack is not directed at children under the age of 13. The minimum age to use the Services may differ depending on the country or region you are in. If you believe that we have collected personal information from a minor under the minimum age, please contact us at GDPR@levitus.co.uk  
  
  
**Privacy Policy Updates**  
We may amend or update this Privacy Policy from time to time. When we update the Privacy Policy, we will notify you of any material changes to this policy by updating the “Last Updated” date at the top of the new Privacy Policy, posting the new Privacy Policy, or providing other notice required by applicable law. We recommend that you review this policy regularly to stay informed of our privacy practices.   
  
  
**Contact Us**  
Questions, comments and requests regarding this Policy are welcomed and should be addressed to:  
Levitus Advertising Agency

5 Brayford Square, London. E1 OSG

08004714805  
  
  
**SUPPLEMENTAL TERMS – JURISDICTION SPECIFIC**  
In the event of a conflict between the provisions of the Supplemental Terms – Jurisdiction Specific that are relevant to your jurisdiction from which you access or use the Services, and the rest of the Policy, the relevant jurisdiction’s Supplemental Terms – Jurisdiction Specific will supersede and control.  
  
  
**Australia**  
Certain entities in our corporate group, located outside of Australia, are given limited remote access to your information so that they can provide certain functions, as described in the section on "How we share your information."   
  
  
**Brazil**  
If you are using our Services in Brazil, the following additional terms apply:  
  
  
**Exercise of data protection rights.** Brazilian law provides certain rights to individuals with regard to their personal data. Thus, we seek to ensure transparency and access controls in order to allow users to benefit from the mentioned rights.  
  
  
We will respond and/or fulfill your requests for the exercise of your rights below, according to the applicable law and when applicable, to the Brazilian General Data Protection Law - LGPD:

* confirmation of whether your data are being processed;
* access to your data;
* correction of incomplete, inaccurate or outdated data;
* anonymization, blocking or erasure of data;
* portability of personal data to a third party;
* object to the processing of personal data;
* information of public and private entities with which we shared data;
* information about the possibility to refuse providing personal data and the respective withdraw consequences, when applicable;
* withdrawal of your consent;
* request an analysis of decisions taken exclusively based on the automated processing of personal data that affect your interests, including decisions taken to define your personal, professional, consumer or credit profile, or aspects of your personality.

**Verifying your identity.** For your safety and to allow us to make sure that we do not disclose any of your personal data to unauthorized third parties, in order to verify your identity and guarantee the adequate exercise of your rights, we may request specific information and/or documents from you before we can properly respond to a request received concerning your data. All data and documents received from you in the process of responding to your requests will be used for the strict purposes of analyzing your request, authenticating your identity, and finally responding to your request.  
  
  
**Limitations to your rights.** In certain situations, we may have legitimate reasons not to comply with some of your requests. For instance, we may choose not to disclose certain information to you when a disclosure could adversely impact our business whenever there is a risk of violation to our trade secrets or intellectual property rights. In addition, we may refrain from complying with a request for erasure when the maintenance of your data is required for complying with legal or regulatory obligations or when such maintenance is required to protect our rights and interests in case a dispute arises. Whenever this is the case and we are unable to comply with a request you make, we will let you know the reasons why we cannot fulfill your request.  
  
  
In case of doubt about your privacy, your rights or how to exercise them, please contact us using the information in the "Contact Us" section. If you have any questions about the processing of your personal data, we would like to clarify them.  
  
  
**International Transfer of Data.** We share your personal data globally with companies within our business group to carry out the activities specified in this Policy. We may also subcontract the processing of data involved in the Services or share your personal data with third parties located in other countries. Your personal data may therefore be subject to privacy laws other than those applicable in your country.  
  
  
Whenever we transfer your personal data to third parties located in other countries, we will ensure that these companies comply with applicable data protection laws and we will take all measures that are reasonably necessary to ensure the existence of adequate safeguards to protect your personal data and to ensure that it is processed safely.  
  
  
**Language.** The Policy may have been prepared in the English language and in the Portuguese language. If you are a user located in Brazil, you shall refer to the Portuguese version, which shall prevail.  
  
  
**DPO.** If you wish to contact the Data Protection Officer, please contact us: gdpr@levitus.co.uk  
  
  
**Canada**  
If you are using the Services in Canada, the following additional terms apply.  
  
  
**Your Rights.** Subject to limited exceptions under applicable law, you have the right to access, update, rectify and correct inaccuracies in your personal information in our custody and control and to withdraw your consent to our collection, use and disclosure of your personal information. To exercise these rights, you may contact us using the contact information set out below. We may require certain personal information for the purpose of verifying the identity of the individual making the request.  
  
  
**Your Choices.**You can unsubscribe from our marketing emails at any time by clicking the “unsubscribe” link included at the bottom of each email we send. You can also adjust your preferences regarding certain types of personalized advertising by using the Ads tools in your Settings.  
  
  
**Transfer Outside Your Jurisdiction.** We and our service providers (including members, subsidiaries, or affiliates of our corporate group) may access, store and otherwise process personal information outside of Canada (and, for residents of Quebec, outside of Quebec), including in the United States and Singapore, and other foreign jurisdictions where we or our service providers are located. For information about the manner in which we or our service providers (including service providers outside Canada) process personal data, please contact us using the contact information set out below.  
  
  
**Contact.** If you are a resident of Canada, you can contact our Privacy Office using the contact information provided in the “Contact Us” section.  
  
  
**European Economic Area (“EEA”), Switzerland, and UK**  
If you are using the Services in the EEA, Switzerland or the UK (the “European Region”), the following additional terms apply:  
  
  
**Legal bases for processing**  
We use your personal data only as permitted by law. Our legal bases for processing your personal data described in this Policy are described in the table below.

|  |  |
| --- | --- |
| **Personal information categories and processing purpose** | **Legal basis** |
| We use the <Information You Provide>, <Automatically Collected Information>, and <Information From Other Sources>, for example: - When registering an account; - When logging in, signing up, or linking to our Services via third party accounts; - User Content and other information collected when you use our Services; - Your location; - When contacting us; - From other sources; and  - From your device or app   To enable us to administer and provide you with the Services including enabling you to create, edit, modify and share User Content and interact with other users, and to allow you to participate in interactive features of the Services, when you choose to do so; We also use this information to promote content or to provide you with tailored or personalized information or content that may be of interest to you. | Processing is necessary to perform the contract governing our provision of the Services or to take steps that you request prior to signing up for an account to use the Services. |
| We use the <Information You Provide>, <Automatically Collected Information>, and <Information From Other Sources>, for example: - When registering an account; - When logging in, signing up, or linking to our Services via third party accounts; - User Content and other information collected when you use our Services; - Your location; - When contacting us; - From other sources; and  - From your device or app  To understand how you use the Services, and to improve and develop the Services, including to train and improve our technology, such as our machine learning models and algorithms, | The processing is necessary for our legitimate interests, namely, to improve and develop the Services. |
| We use the <Information You Provide>, <Automatically Collected Information>, and <Information From Other Sources>, and share such information with third-party advertising partners, for example: - Information collected when you use our Services; - Your location;  - From your device or app  to provide you with personalized advertising. | We or our third-party advertising partners ask for your consent to serve you with personalized ads based on your combined activity on the Services and across unaffiliated apps and websites. |
| We use the <Information You Provide> and <Automatically Collected Information>, and share such information with third-party advertising partners, to provide you with non-personalized advertising. | We or our third-party advertising partners serve you non-personalized advertising. This processing is necessary for our legitimate interests, namely to show non-personalised ads to keep the Services free of charge. |
| We use the <Information You Provide>, <Automatically Collected Information>, and <Information From Other Sources>,and share such information with third-party advertising partners, to measure and understand the effectiveness of advertising. | This processing is necessary for our legitimate interests, namely to grow our business and to enable us, our advertisers, and our advertising partners to understand how their ads performed and the audience that viewed or interacted with their ads. This is so that they can make informed decisions (such as what kinds of ad campaigns they may want to run, the type of audience they want to reach and the types of ads that users enjoy the most). This helps keep the advertising we show users relevant and entertaining, and keeps the Services free for all users. |
| The categories of information that we use will depend on the specific circumstances of each request or obligation. Depending on the circumstances, we use the <Information You Provide>, <Automatically Collected Information>, and <Information From Other Sources>, for example: - When registering an account; - When logging in, signing up, or linking to our Services via third party accounts; - User Content and other information collected when you use our Services; - Your location; - When contacting us; - From other sources; and  - From your device or app. To comply with any legal obligation, including where necessary to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority. | This processing is necessary in order to comply with our legal obligations under European Union or Member State law. This includes situations where we have obligations to take measures to ensure the safety of our users or comply with a valid legal request such as an order from law enforcement agencies or courts. Similarly processing may be necessary to respond to regulatory requests requiring the processing of information under Chapters IV and VI of the GDPR.  In other circumstances, the processing is necessary for our legitimate interests, namely, to disclose and share information with regulators or other government entities. |
| We use the <Information You Provide>, <Automatically Collected Information>, and <Information From Other Sources>,, for example: - When registering an account; - When contacting us; and  - From your device or app. To communicate with you, on service related matters, respond to and process your queries, requests, applications, complaints, and feedback, and notify you about changes to the Services, including changes to our terms and policies. | The processing is necessary for the performance of a contract with you. |
| We use the <Information You Provide>, <Automatically Collected Information>, and <Information From Other Sources>,, for example: - When registering an account; - User Content and other information collected when you use our Services; - Your location;  - From your device or app  We may use this information to send you marketing communications in accordance with your preferences. | The processing is necessary for our legitimate interests, namely to promote new developments and features of our Services. We will obtain your consent to send you messages where required by law. |
| We use the <Information You Provide>, <Automatically Collected Information>, and <Information From Other Sources>,, for example: - When registering an account; - When logging in, signing up, or linking to our Services via third party accounts; - User Content and other information collected when you use our Services; - Your location; - When contacting us; - From other sources; and  - From your device or app  To enforce our [Terms of Service](https://www.capcut.com/terms-of-service?from_page=landing_page&enter_from=page_footer), [Community Guidelines](https://www.capcut.com/community-guideline?from_page=landing_page&enter_from=page_footer), and other conditions and policies, including to ensure that you are old enough to use the Services. | The processing is necessary for the performance of a contract with you. |
| We use the <Information You Provide>, <Automatically Collected Information>, and <Information From Other Sources>,, for example: - When registering an account; - When logging in, signing up, or linking to our Services via third party accounts; - User Content and other information collected when you use our Services; - Your location; - When contacting us; - From other sources; and  - From your device or app To detect abuse, fraud, illegal activity, to ensure your safety and security, including scanning, analysing and reviewing User Content and associated metadata for violations of our [Terms of Service](https://www.capcut.com/terms-of-service?from_page=landing_page&enter_from=page_footer), [Community Guidelines](https://www.capcut.com/community-guideline?from_page=landing_page&enter_from=page_footer), and other conditions and policies, if permitted by applicable law.  We may also use this information to conduct troubleshooting, data analysis, testing, and research. | The processing is necessary for our legitimate interests, namely,  - to ensure that the Services are safe and secure, to ensure compliance with our [Terms of Service](https://www.capcut.com/terms-of-service?from_page=landing_page&enter_from=page_footer) and [Community Guidelines](https://www.capcut.com/community-guideline?from_page=landing_page&enter_from=page_footer), and to identify misuse of the Services; and - to ensure the ongoing stability and security of the Services and to ensure it is continuously available and functioning. |
| In some cases, we may aggregate or anonymize the <Information You Provide>, <Automatically Collected Information>, and <Information From Other Sources>, and use it in a way that is designed to be unable to identify you, for research, statistical, or other purposes, to the extent allowed by applicable law. | The processing is necessary for our legitimate interests, namely to conduct research and protect personal information through aggregation or anonymisation, consistent with data minimization and privacy by design principles. |
| We may use the <Information You Provide>, <Automatically Collected Information>, and <Information From Other Sources>, where it is necessary to protect your or someone else's life, physical integrity, or safety. This could include providing law enforcement agencies or emergency services with information in urgent situations to protect health or life. The specific types of information we use will depend on the specific situation. | The processing is necessary to protect the vital interests of you or other individuals. |
| We may use <Information You Provide>, <Automatically Collected Information>, and <Information From Other Sources>,for any other purposes authorised by you. The actual information we use depends on the factual circumstances. | We process your information when you have given us your consent to do so. |

**International data transfers**  
If you normally reside in the European Region, the personal data that we collect about you may be further transferred to, and stored at, a destination outside of the European Region (for instance, to our service providers and partners). For example, we may store the information that we collect in secure servers located in the United States and Singapore.   
  
  
When we transfer your information outside of the European Region, we ensure it benefits from an adequate level of data protection by relying on:

* Adequacy decisions. These are decisions from the European Commission under Article 45 GDPR (or equivalent decisions under other laws) where they recognise that a country offers an adequate level of data protection. We transfer your information to some countries with adequacy decisions; or
* Standard contractual clauses. The European Commission has approved contractual clauses under Article 46 of the GDPR that allows companies in the EEA to transfer data outside the EEA. These (and their approved equivalent for the UK and Switzerland) are called standard contractual clauses. We rely on standard contractual clauses to transfer your information to certain entities in our corporate group and third parties in countries without an adequacy decision.

If you wish to enquire further about these safeguards, please contact us at: capcut.support@bytedance.com.  
  
  
**Your rights**  
You have the following rights:

* The right to request free of charge (i) confirmation of whether we process your personal data and (ii) access to a copy of the personal data retained;
* The right to request proper rectification or erasure of your personal data or restriction of the processing of your personal data;
* Where processing of your personal data is either based on your consent or necessary for the performance of a contract with you and processing is carried out by automated means, the right to receive the personal data concerning you in a structured, commonly used and machine-readable format or to have your personal data transmitted directly to another company, where technically feasible (data portability);
* Where the processing of your personal data is based on your consent, the right to withdraw your consent at any time (withdrawal will not impact the lawfulness of data processing activities that have taken place before such withdrawal);
* The right not to be subject to any automatic individual decisions, including profiling, which produces legal effects on you or similarly significantly affects you unless we have your consent, this is authorised by European Union or Member State law or this is necessary for the performance of a contract;
* The right to object to processing if we are processing your personal data on the basis of our legitimate interest unless we can demonstrate compelling legitimate grounds which may override your right. If you object to such processing, we ask you to state the grounds of your objection in order for us to examine the processing of your personal data and to balance our legitimate interest in processing and your objection to this processing;
* You have the right to request the restriction of the processing of your information where (a) you are challenging the accuracy of the information, (b) the information has been unlawfully processed, but you are opposing the deletion of that information, (c) where you need the information to be retained for the pursuit or defence of a legal claim, or (d) you have objected to processing and you are awaiting the outcome of that objection request.
* The right to object to processing your personal data for direct marketing purposes; and
* The right to lodge complaints before your local data protection authority.

Before we can respond to a request to exercise one or more of the rights listed above, you may be required to verify your identity or your account details.  
Please send an email to us if you would like to exercise any of your rights: at support@levitus.co.uk  
  
  
**GDPR Representatives**  
If you are based in the United Kingdom, our designated GDPR representative is:  
**Cosmo Technology Private Limited**  
2 Temple Back East  
Temple Quay  
Bristol  
United Kingdom  
BS1 6EG  
  
  
If you are based in the EEA or Switzerland, our designated GDPR representative is:  
**Mikros Information Technology Ireland Limited**  
Mespil Business Centre  
Mespil House  
Sussex Road  
Dublin 4  
Ireland  
  
  
**Cookies**  
We will, unless exempt, obtain your consent to the use of cookies. For more information about cookies, please visit our [Cookies Policy](https://sf16-draftcdn-sg.ibytedtos.com/obj/ies-hotsoon-draft-sg/capcut/via_clause_cookie_policy_en.html).  
  
  
**Egypt**  
If you are using our Services in Egypt, the following additional terms apply:

* You declare that you are over the age of 18. If you are under the age of 18, please have your parent or legal guardian read this with you. If you are reviewing these terms as the parent/legal guardian of a user who is under the age of 18, you hereby declare that such user is above the age of 13 and that you have read and acknowledged this Privacy Policy and Terms of Use and agree to the use by your child of the Services and registration for an account.

**Indonesia**  
If you are using our Services in Indonesia, the following additional terms apply. In the event of any conflict between the following additional terms and the provisions of the main body of this Policy, the following terms shall prevail.  
  
  
**Age, Parental and Guardian Consent.** By accessing and/or using our Services, you represent that you are at least 21 years of age or married or not under guardianship. If you are below 21 years old and you are not married, or under guardianship:

* you must obtain approval from your parent(s) or legal guardian(s); and
* your parent(s) or legal guardian(s) are responsible for: (i) all your actions in connection with your access to and use of the Services; (ii) your compliance with this policy; and (iii) ensuring that any of your participation in the Services will not, in any event, result in any violation of applicable laws and regulations relating to child protection.

If you do not have consent from your parent(s) or legal guardian(s) and your parent(s) or guardian(s) is not willing to open the account under their name, you must cease accessing and/or using the Services.  
  
  
**Your Choices.** You may withdraw your consent to our disclosure of personal data to third parties. Upon your request, we will display, publish, transmit, disseminate, and/or open the access to your personal data to third parties. Please note that by withdrawing your consent to the disclosure and/or collection of your personal data, we may not be able to fulfill your requests and you may not be able to use some of Capcut's features and functionality.  
  
  
You may request that we: (i) disclose the history of personal data that we have collected; and/or (ii) erase and dispose of your personal data that we have collected on our server. Please note that by requesting us to erase and dispose of your personal data, you may not be able to use some of BiteBack’s features and functionality.  
  
  
To exercise any of your rights, contact us at: info@levitus.co.uk   
  
  
**Notification.** In the event of any breach of personal data, we will notify you and provide you with information regarding such breach of personal data.  
  
  
**Data retention.** We retain your information for as long as it is necessary to provide you with the service. Where we do not need your information in order to provide the service to you, we retain it only for so long as we have a legitimate business purpose in keeping such data. However, there are occasions where we are likely to keep this data for five (5) years (or longer if required) in accordance with our legal obligations or where it is necessary for the establishment, exercise or defence of legal claims.   
  
  
After you have terminated your use of our Services and the five (5) years retention period has lapsed, we store your information in an aggregated and anonymised format. Non-personally identifiable information may be retained indefinitely for analytics.  
  
  
**Israel**  
If you are using our services in Israel, these additional terms apply. You declare that you are over the age of 18. If you are under the age of 18, please have your parent or legal guardian read this with you. If you are reviewing these terms as the parent/legal guardian of a user who is under the age of 18, you hereby declare that such user is above the age of 13 and that you have read and acknowledged CapCut Privacy Policy and Terms of Use and agree to the use by your child of the Services and registration for an account.  
  
  
**Argentina**  
If you are using our services in Argentina, the following additional terms apply. In the event of any conflict between the following additional terms and the provisions of the main body of this Policy, the following terms shall prevail.   
  
  
**Your rights and options.** According to Law No. 25,326, Regulatory Decree No. 1558/2001 and the provisions and/or binding resolutions issued by the Agency for Access to Public Information ("AAIP"), you have the following rights with respect to your personal data: access, rectification and deletion regarding data protection. If you have questions about your rights or how to exercise them, please contact us using the information in the "Contact Us" section. If you have any questions about the processing of your personal data, we would like to clarify them.  
  
  
We encourage you to contact us if you are not satisfied with how we have responded to any of your rights requests. You also have the right to lodge a complaint with the AAIP. You can contact AAIP through the site:<https://www.argentina.gob.ar/aaip/datospersonales/derechos>.  
  
  
**Mexico**  
If you use our services in Mexico, the following additional terms apply. In the event of a conflict between the following additional terms and the provisions of the main body of this policy, the following terms shall prevail.  
  
  
  
**How we use your personal data.** Almost all of the purposes of the processing data indicated above in the main section of this Privacy Policy are necessary purposes. However, the following are secondary purposes:

* To provide you with personalized advertising and surveys.

The above purposes are not necessary to provide the Services, but allow us to provide you with a better experience. We offer you the ability to make choices about how we use and disclose your personal data. You can always limit the secondary purposes of personalized advertising by using the tools in the Settings that allow you to limit certain features.   
  
  
We use both human and automated means to process your data.   
  
  
**How we share your personal data.** We may share your personal data with a third party for purposes other than processing on our behalf. We will obtain your consent to such disclosure as required by applicable laws.   
  
  
By providing us with your personal data and using our Services, you agree to transfers that require your consent. You can always revoke your consent and exercise your rights as outlined below.   
  
  
**Language.** The Policy may have been prepared in the English language and in the Spanish language. If you are a user located in Mexico, you shall refer to the Spanish version, which shall prevail.  
  
  
**Your Rights.** You have the following rights with respect to your personal data: access, rectification, cancellation, objection, consent withdrawal, limitation of use and disclosure of your data. You may exercise your rights by sending your request to capcut.support@bytedance.com. To learn about the applicable requirements and the procedure for exercising your rights, please contact us at the above email address. If you are under 18 years of age, you may exercise your rights through a parent or guardian. Requests to exercise for your rights will be resolved as soon as possible according to the applicable data protection law and the nature of your request.  
  
  
**Information relating to minors.** You may review our parental consent section in the [Terms of Service](https://www.capcut.com/terms-of-service?from_page=landing_page&enter_from=page_footer).  
  
  
**Philippines**  
If you are using our Services in Philippines, the following additional terms shall apply pursuant to the relevant laws, rules and regulations and issuances by the Philippines National Privacy Commission (“NPC”) on data privacy.  
  
  
**Your Rights.** To the extent that the relevant laws, rules and regulations on data privacy recognize your rights and freedoms as data subjects, you shall have the right to information, object, access, rectification, erasure or blocking, lodge complaints before the NPC, damages and data portability. Before we can respond to a request to exercise one or more of the rights listed above, you may be required to verify your identity or your account details.  
  
  
**Russia**  
**Legal grounds for data processing.** When we process your personal data, we rely on your consent, performance of a contract, our legitimate interest, and obligations to process personal data, when required by law.  
  
  
By signing up and using the Services, you consent to the processing of personal data in accordance with this Privacy Policy.  
  
  
**Where we store your personal data.** Your personal data may be transferred from Russia to Singapore and stored in that location, outside of the country where you live.  
  
  
**Public profiles.** We rely on your consent to public distribution of personal data, when your account settings are 'Public Profile'. You can change your profile to private by changing your settings to 'Private Account' in “Manage my account” settings.  
  
  
**South Africa**  
If you are using our Services in South Africa, the following additional terms apply:  
You declare that you are over the age of 18. If you are under the age of 18, please have your parent or legal guardian read this with you. If you are reviewing these terms as the parent/legal guardian of a user who is under the age of 18, you hereby declare that such user is above the age of 13 and that you have read and acknowledged this Privacy Policy and Terms of Use and agree to the use by your child of the Services and registration for an account.  
  
  
**South Korea**  
If you are using our Services in South Korea, the following additional terms apply:  
  
  
**How we share your information.**In addition to the main text of this policy, in the event we use information such as User Content and video content on our Services as part of our advertising and marketing campaigns to promote the Services, your personal information contained in such information may be disclosed to the recipients of such advertising or marketing content.  
  
  
**Personalized Ads.** We may from time to time provide personalized ads on our Services to provide you our Services for free.  
  
  
**Data retention.** We destroy personal data whose purpose of collection as consented to by you have been achieved, or whose periods of and use to which you consented to or which were provided in the Policy have expired; provided, however, we will continue to store your personal data for the following statutorily-prescribed periods, where applicable, including, but not limited to:

* Act on Consumer Protection in Electronic Commerce:
  + Records on your cancellation of an order, your payment on a purchased item, and our supply of a good/service: 5 years
  + Records on the handling of consumer complaints or disputes: 3 years
  + Records on advertisements and labels: 6 months
    - Protection of Communications Secrets Act
      * Records on your visits to our website: 3 months

**Destruction of Personal data.** We destroy your personal data in a manner that renders it unrestorable by the relevant department.  
  
  
**Your Rights**

* Data rights. You have the right to access personal data we hold about you, to rectify any personal data held about you that is inaccurate, to request the deletion of personal data held about you, and the right to request the suspension of the processing of your personal data. You can exercise your rights by contacting us at capcut.support@bytedance.com.
* Data Security. We work hard to protect BiteBack and our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold. To this end, we have in place technical, managerial and physical safeguards, including internal policy for data protection, limiting the access to personal data on a need-to-know basis and controlling access to the facilities where personal data is processed.
* Information Relating to Children. BiteBack is not directed at children under the age of 14.
* Entrustment and/or Overseas Transfer of Personal Data. We entrust your data to our affiliates, cloud storage providers, IT service providers, and data centers, some of whom are located abroad, subject to your consents or notifications to you, if applicable. The entities receiving and processing your data are committed to using and storing personal data in compliance with domestic and international regulations and to taking all available physical and technical measures to protect personal data. You may opt-out of such transfer so long as the transfer is not necessary to provide you with the Services, by contacting info@levitus.co.uk

**Türkiye**  
If you are using our Services in Türkiye, the following additional terms apply:   
  
  
**Data Controller Representative**. You may contact our data controller representative in Türkiye by email to handle questions and complaints in connection with the processing of your personal data if you are in Türkiye.  
  
  
**Legal bases for processing your personal data.** We rely on the following legal bases while processing your personal data in accordance with Article 5 of the Law No. 6698 on Protection of Personal Data:

* processing is explicitly laid down or dictated by laws
* processing of your personal data is necessary provided that it is directly related to the conclusion or fulfillment of the contract between us
* processing is mandatory for us to be able to comply with our legal obligations
* the relevant data is made available to the public by yourself
* processing is mandatory for the establishment, exercise or protection of a right
* processing is mandatory for our legitimate interests, provided that it does not violate your fundamental rights and freedoms
* your explicit consent (Please note that we rely on this legal basis only when we require your consent for the processing and we do not rely on this legal basis if and when we rely on one of the other legal grounds above)

**Your rights.** According to Article 11 of the Data Protection Law, you have the following rights with respect to your personal data:

* the right to learn whether we process your personal data,
* the right to request information with regard to such processing, if we process your personal data,
* the right to learn the purposes of the processing and whether they are used for such purpose or not;
* the right to know the third parties within or outside the country, to whom we transfer your personal data,
* the right to request correction of incomplete or inaccurate personal data,
* the right to request deletion or destruction of your personal data under the conditions set forth in Article 7 of the Data Protection Law,
* the right to request that we notify the third parties, to whom we transferred your personal data, about the correction, deletion and/or destruction of your personal data per your request within the scope of the foregoing two items,
* the right to object to the negative results about you that are due to the analysis of your personal data processed solely by automated means,
* the right to claim indemnification for damages incurred due to illegal processing of your personal data.

If you would like to exercise your rights, please contact us at capcut.support@bytedance.com.  
The requests found in your application will be resolved as soon as possible according to the nature of your request and within thirty days at the latest free of charge. However, if your request incurs additional cost to our company, then you may be charged over the tariff fee determined by the Turkish Personal Data Protection Board.  
  
  
  
  
  
  
**Language.** This policy is available in English and Turkish. If there is any inconsistency or different interpretation between the English and Turkish versions, the Turkish text shall prevail.  
  
  
**United Arab Emirates**  
If you are using the Services in the United Arab Emirates (“UAE”), the following additional terms apply:  
  
  
**How we share your personal data**  
In addition to the main text of this policy, by using the Services in the UAE you agree to the terms of this Privacy Policy and consent to our sharing of your personal data in line with the main text of this Privacy Policy.   
  
  
**Governing law and dispute resolution**  
By using our Services in the UAE, this Privacy Policy will be governed by and interpreted in accordance with the laws of the UAE. In the event of a dispute arising between the parties in connection with this Privacy Policy:

* where the dispute relates to a claim for a sum within the limits specified by the DIFC Small Claims Tribunal from time to time, then the dispute shall be referred by either party to the said Tribunal; and
* for all other disputes, the parties shall seek settlement of that dispute by mediation in accordance with the Mediation Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference to this clause. If the dispute is not settled by mediation within 30 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference to this clause. The language to be used in the mediation and in the arbitration, shall be English. In any arbitration commenced pursuant to this clause the number of arbitrators shall be one and the arbitration shall be conducted in Dubai.

**United States**  
If you are using the Services in the United States, they are provided and controlled by Levitus Advertising Agency Ltd. unless you are using our Premium Services, as described in our [Terms of Service](https://www.capcut.com/terms-of-service?from_page=landing_page&enter_from=page_footer), on the BiteBack Web version of the product. In that case, Levitus Inc. will be the controller of the data generated and uploaded by you when using our Premium Services, and will be bound by this Policy. If you are using the Services in the United States, the following additional terms apply:  
  
  
**Your Rights and Choices**  
Depending on where you live, you may be entitled to certain rights with respect to your personal information, as described below:

* Right to Know. You may have the right to know what personal information we have collected about you, including the categories of personal information, the categories of sources from which it is collected, the business or commercial purposes for collecting, selling, or sharing it, and the categories of third parties to whom we disclose it.
* Access and Data Portability. Subject to certain exceptions, you may have the right to request a copy of the personal information that we have collected about you.
* Deletion. You may have the right to request that we delete information that we collected from or about you, subject to certain exceptions.
* Correct Inaccurate Information. You may have the right to request that we correct inaccuracies in the personal information we maintain about you.

You may exercise these rights by submitting your request via the following methods:  
Email: info@levitus.co.uk   
Address: 1 Raffles Quay, #26-10, South Tower, Singapore 048583  
  
  
You may be entitled, in accordance with applicable law, to submit a request through an authorized agent. To designate an authorized agent to exercise choices on your behalf, please provide evidence that you have given such agent power of attorney or that the agent otherwise has valid written authority to submit requests to exercise rights on your behalf.   
  
  
We will respond to your request consistent with applicable law and subject to proper verification. We will verify your request by asking you to send it from the email address associated with your account or to provide information necessary to verify your account.  
  
  
You may appeal any decision we have made about your request by replying to the communication you receive from us communicating your decision. We will not discriminate against you for exercising your rights and choices, although some of the functionality and features available on the Services may change or no longer be available to you.  
  
  
You may also have the right to opt out of the sale of your personal information and the use or disclosure of your personal information for purposes of serving you advertisements based on your activity across other sites and services (“cross-context behavioral advertising” or “targeted advertising”). Although BiteBack does not sell your personal information for money, we do process and disclose your personal information collected in the BiteBack app to third parties for cross-context behavioral or targeted advertising purposes. You may opt-out of the use and disclosure of your personal information for these advertising purposes by navigating to “Your Privacy Choices” in your in-app settings and switching off the applicable toggle. BiteBack does not knowingly sell or share personal information for cross-context behavioral advertising or targeted advertising of users under 16 where restricted by applicable law.  
  
  
Note that you may also exercise your right to opt-out by enabling the Global Privacy Control (“GPC”), which is a browser-based opt-out preference signal that enables you to communicate your privacy preferences to the websites you visit. For more information about the GPC, please visit their website [here](https://globalprivacycontrol.org/). If we recognize that you have enabled the GPC on your browser, our policy is to opt you out of the use or disclosure of your personal information for cross-context behavioral and targeted advertising purposes for the browser on which you have GPC enabled. Please note that because the Global Privacy Control is a browser-based mechanism, your opt-out preference will apply only to the browser from which you enabled the signal.  
  
  
Although some of the information we collect may be considered sensitive personal information, we only process such information in order to provide the Services and within other exemptions under applicable law, such as when we process your sensitive personal information in order to perform the services or provide the goods you request from us.  
  
  
**Other California Rights**

* Separate from the Global Privacy Control discussed above, your browser may offer you a “Do Not Track” option, which allows you to signal to operators of websites and web applications and services that you do not wish such operators to track certain of your online activities over time and/or across different websites. Our products do not support Do Not Track requests at this time.

**Vietnam**  
If you are using our Services in Vietnam, the following additional terms apply:  
  
  
**Age, Parental and Guardian Consent.** By accessing and/or using the Services, you represent that you are at least 16 years of age or not under guardianship. If you are below 16 years old or under guardianship:

* you must obtain approval from your parent(s) or legal guardian(s); and
* your parent(s) or legal guardian(s) are responsible for: (i) all your actions in connection with your access to and use of the Services; (ii) your compliance with this policy; and (iii) ensuring that any of your participation in the Services will not, in any event, result in any violation of applicable laws and regulations relating to child protections.

If you do not have consent from your parent(s) or legal guardian(s) and your parent(s) or legal guardian(s) is not willing to open the account under their name, you must cease accessing the Services.