

Your privacy matters to us

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BUILD CHECK AI, INC. (“BuildCheck”, “we,” “us,” “our”) is committed to protecting your personal and financial information. This Privacy Policy (the “Policy”) answers some questions about your non-public personally identifiable information and non-personally identifiable information we collect in connection with your use of www.buildcheck.ai and www.tottus.net (the “Site”), the BuildCheck services, applications and software provided through or in connection with the services, including through a mobile device (the “Service”), how the information will be used, what we do with it, how we protect it, and your correction or deletion of that information. This Policy together with the Terms of Service (the “Terms”) (collectively, the “Agreement”) constitutes a contract between you and BuildCheck and governs your use of the Site and/or the Service and set forth the terms and conditions between you and BuildCheck when you access or use the Site or in connection with the Service, including participation or browsing. If you breach any of the terms of the Agreement, your right to use the Site or right to use the Service will terminate immediately. The Agreement does not apply to the practices of companies and third parties that BuildCheck does not own or control or to individuals whom BuildCheck does not employ or manage. BuildCheck reserves the right to use and control the information collected on the Site. By using the Site, you acknowledge that you have read and understood the Agreement and consent to the practices described in the Agreement. In the course of providing products and services, we need to collect and maintain certain non-public personally identifiable information about you. We may use this personal information about you to: service and maintain your account; to provide the Service; facilitate communication between you and other users; respond to inquiries from you or your representative and/or your attorneys; develop, offer, and deliver products and services; to serve advertisements on the Site; enable our vendors and contractors to provide and assist us in the marketing, operation, troubleshooting and analysis of the Site and other services; to analyze data to send more targeted messages to you or other users of our Site; to conduct research and analyze data to improve our products, services, and the Site; to deliver email messages like special offers, updates, newsletters, customer service, and service announcements; to protect the Site or its users; to engage in any other lawful activities we believe are consistent with the foregoing; and when required by law or to protect against legal liability. This personal information may include your name, email address, home address and phone number, date of birth, social security number and/or tax identification number, employer, and job title. We use reasonable efforts to secure access to personally identifiable information in our possession, but will not be liable for any failure to safeguard such information, whether inadvertent or otherwise. From time to time, we will also send user surveys, requests for user feedback regarding user experience and Site operations or marketing offers from us or from us on behalf of our marketing partners. The completion of these surveys or requests for feedback or acceptance of any offer is strictly voluntary. If you do not wish to receive these offers, surveys or user feedback emails, please opt-out in any offer email you receive from us. When you access the Service, we may collect technical and navigational information, such as computer browser type, Internet protocol address (“IP address”), pages visited, general statistical and tracking information, your computer operating system and browser information, and average time spent on our Sites. This information may be used, for example, to alert you to software compatibility issues, or it may be analyzed to improve our Web design and functionality. We train our employees about privacy and limit access to this information. To maintain security of your online session and prevent unauthorized users from accessing your account we use firewall barriers, encryption techniques and authentication procedures. We will not sell, rent, license, or disclose any of your nonpublic personally identifiable information to any non-affiliated third parties, except as described below. If you decide to close your account, BuildCheck will continue to adhere to the privacy policies and practices as described in this notice.

We collect information about our users in four ways: (a) directly from the user, (b) from our web server logs, (c) through cookies, pixels, and server logs, and (d) from third parties with whom we may have agreements to perform certain functions or services on our behalf.

Information Collected Through Users

Any personal information or content that you voluntarily disclose for posting on the Site (“**User Content**”) becomes available to the public. You can view and modify this information within the self-maintenance area of the Site. If you remove User Content, copies may remain viewable in cached and archived pages or if other users have copied or stored your User Content. We reserve the right, but have no obligation, to monitor the User Content you post on the site. We have the right to remove any information or material posted on the Site for any reason or no reason, including without limitation, if in our sole opinion, such information or material violates, or may violate, any applicable law, the Agreement, or to protect or defend our rights or property or those of any third party. We also reserve the right to remove information upon the request of any third party.

The following information may be collected in connection with your use of the Site and Service:

- Information you provide online and on applications or other forms, or through discussions we have with you or your representatives, such as your name, address, e-mail address, telephone number;
- Information entered online that may be stored even if you do not complete or submit an application; and
- Information from third parties that you authorize to provide information to us.

Third-party analytics and other service providers, such as Google Analytics, may set and access their own tracking technologies on your device and they may otherwise collect or have access to information about you and track you over time and across third party websites. These service providers use tracking technologies to help us analyze how visitors use our Site and Service. We are not responsible for those third-party technologies or activities arising out of them. However, some third parties may offer you certain choices regarding their practices. For example, to learn about opting out of Google Analytics, please visit <https://tools.google.com/dlpage/gaoptout>. We are not responsible for the effectiveness of or compliance with any third parties’ opt-out options. If you choose to opt-out of the use of Google Analytics, Google will no longer collect and analyze information via cookies associated with your browser for these services. When you opt out, Google will place opt-out cookies on your browser. If you delete your cookies, change browsers, or change devices, you will need to repeat this opt-out process. Also, please note that this opt-out process will work only if your browser is set to accept all cookies. We may still use Google Analytics services to create promotions and apps within social networks after you opt out. These services do not rely on collecting and analyzing information via cookies. To learn more about your choices for these services, review the options your social network provides. You can obtain information about which third parties have currently enabled cookies and how to opt-out of some of those cookies by visiting the Network Advertising Initiative’s website at <http://optout.networkadvertising.org>; or the Digital Advertising Alliance’s website at <http://optout.aboutads.info>. For more information on mobile-specific opt-out choices, please visit <https://www.networkadvertising.org/mobile-choices>.

E-mail

If you correspond with us by e-mail, we may retain the content of your e-mail messages, your e-mail address and our responses in our e-mail records. We will retain e-mails that are sent from BuildCheck to you. Emails are subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient. We retain e-mail correspondence to build records of our relationship and to measure and improve our service. We may, over time, delete these records if permitted by law. You may receive periodic updates emails from BuildCheck. You may opt-out of the emails at any time. Instructions for unsubscribing are included in each email.

Cookies, Web-Beacons & Server Logs

Cookies are small text files, which often include a unique but anonymous code, sent by a Site server to your Web browser and stored on your computer. They recognize you as a repeat visitor, allowing you to log in faster and enhance your navigation through the site and the general user experience. Cookies do not identify you by name as an individual or by account number. Cookies also track traffic patterns on our Site, helping us understand how you are using our Site. This information allows us to improve the security, content, navigation and functionality of our Site. Cookies

note that your browser was used to visit certain sites, pages, or advertisements on a certain date, but are not used to collect or disseminate any personal information. Additionally, we use cookies on our Sites and the sites on which we advertise to track advertising performance and to collect aggregate data on Web page viewing. We may contract with third-party service providers (e.g. Google Analytics) to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business. You can manually disable cookies. You should review the online documentation of your browser or consult with the provider of your browser for instructions on how to disable cookies. However, disabling cookies may cause some parts of the Site to not function properly. A pixel is typically a transparent graphic image that is placed on a site or in an email which allows the website to record the simple actions of the user opening the page that contains the beacon. "Server logs" can be either a single log file or several log files automatically created and maintained by a server of activity performed by the server, which can include information about any transaction you conduct with the server.

Internet Protocol (IP) Address

As you enter our Site, we capture and retain the IP address of the device you are using, such as a personal computer or a handheld device. The IP address does not identify you or your personal information and is used for security purposes only. We may use this information to monitor and prevent fraud, diagnose problems, and (anonymously) estimate demographic information.

Non-public Personally Identifiable Information

BuildCheck does not sell, rent, or license, or otherwise disclose nonpublic personally identifiable information about current or former clients to anyone, except in cooperation with the government and regulatory agencies with a lawful summons, court order, subpoena, fraud investigation, audit or regulatory examination, investigations of a violation of legal rights of BuildCheck or any other person, or as permitted or required by law, to non-affiliated third parties that help us provide services to you. Examples of these services from such third parties, companies, or individuals, may include:

- ID verification;
- Electronic document signing;
- Payment storing and processing;
- Sending postal mail and e-mail;
- Escrow services;
- Disbursement of funds;
- Analyzing data;
- Providing marketing assistance; and
- Providing customer service.

As such, these third parties, companies, or individuals may have access to nonpublic personally identifiable information concerning you that they provide to us. All non-affiliated third parties that accept or receive this information from us are obligated contractually or by law or regulation to keep this information confidential and to use the information only to provide the services we ask them to perform. These non-affiliated third parties will be provided with only that information necessary to perform their functions on our behalf, and we will not allow them to use your personally identifiable information for any other purpose. BuildCheck shall be entitled to transfer to a third-party information it maintains, including any personally identifiable information, in connection with a transaction or proceeding involving a transfer of some or all of the assets relating to the Site or a business in connection with which such information is maintained. We may store nonpublic personally identifiable information in locations outside of our direct control such as on servers, or databases maintained by hosting providers. You may decline to submit nonpublic personally identifiable information through BuildCheck, in which case we may not be able to provide

certain services to you. You may update or correct your account information and email preferences at any time in your online profile. BuildCheck may buy or sell assets or business offerings. Customer, email, and visitor information is generally one of the transferred business assets in these types of transactions. We may also transfer such information in the course of corporate divestitures, mergers, or dissolution. In any such transfer of information, your user information would remain subject to the Agreement.

Protecting Your Information

BuildCheck uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We employ a variety of security measures, including encryption and authentication tools. Your personal information is stored behind firewalls and is only accessible by a limited number of people who are required to keep the information confidential. If you have a unique password (the “**Password**”) for access to non-public areas of the Site, you are solely responsible for all activities that occur in connection with your Password. Accordingly, you should take steps to protect the confidentiality of your Password. Notify BuildCheck immediately if you become aware of any disclosure, loss, theft or unauthorized use of your Password. To protect your privacy and security, maintain the secrecy of your unique Password and account information, and for controlling access to your email communications from BuildCheck, at all times. Despite these measures, we cannot guarantee that unauthorized persons will always be unable to defeat our security measures.

Compromise of Personal Information

In the event that we learn that personal information is compromised as a result of a breach of security, BuildCheck will use commercially reasonable efforts to promptly notify those persons whose personal information has been compromised, in accordance with the notification procedures set forth in the Agreement, or as otherwise required by applicable law.

Where You Can View and Correct Your Information

We urge you to review your information regularly to ensure that it is correct and complete. If you believe that any of your information is incorrect, or if you have any questions regarding this Policy, please contact us at privacy@buildcheck.ai.

Children's Privacy

This Site is intended to be used by adults. It is not intended for children. BuildCheck does not knowingly collect or solicit personal information from anyone under the age of thirteen (13) or knowingly allow such persons to register. If you are under 13, please do not send any information about yourself to us, including your name, address, telephone number, or email address. No one under age 13 is allowed to provide any personal information to BuildCheck. In the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at privacy@buildcheck.ai.

International Users

The Service may be accessed by users located outside the United States. If you choose to use the Service from the European Union or other regions of the world with laws governing data collection and use that may differ from U.S. law, then please note that you are transferring your personal information outside of those regions to the United States, and that by providing your personal information on or through the Site then you consent to that transfer.

Links to Third-Party Sites

When you select a link to a third-party site, you are subject to the privacy and security policies of the third party and BuildCheck's Policy is no longer in effect. BuildCheck does not control the privacy policies or the privacy practices of any third parties. We are not responsible for the practices employed by Sites linked to or from our Site nor the information or content contained therein. Your browsing and interaction on any other Site, including those that have a link on our Site, is subject to that Site's own rules and policies. Please read over those rules and policies before proceeding.

Notification Procedures

It is our policy to provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our Site page, as determined by BuildCheck in its sole discretion. We reserve the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in the Agreement.

Opt-out Policy

We may at times send you e-mail communications with marketing or promotional materials. If you prefer not to receive such marketing or promotional e-mails from us, you may unsubscribe completely by emailing us at: privacy@buildcheck.ai. Please note that opt-out requests may take up to forty-eight (48) hours to process. Please also note that at times we may need to send you e-mail communications that are transactional in nature such as service or termination announcements or payment confirmations which are communications you will not be able to opt-out of. You will be able to modify the information concerning your account by visiting your profile page and editing any information you wish to change. You will be able to change your e-mail address, password, contact information, or other login information by visiting your account's settings page subject to our website policy. If you wish to delete your account or need help modifying account information, please contact us at privacy@buildcheck.ai. We will require up to forty-eight (48) hours to process such requests. You may stop or restrict the placement of our cookies, Google's cookies and third-party cookies on your computer by adjusting your web browser preferences or a "Do Not Track" setting in your web browser. If you do so, you may still use our website, but this may interfere with some of its functionality. If you would like us to remove your personally identifiable information from our database, please send a request to: privacy@buildcheck.ai. We are not responsible for removing your personally identifiable information from the lists of any third-party services or other third party who has previously been provided your information in accordance with this notice.

Changes to this Privacy Policy

BuildCheck reserves the right to make changes to the contents of the Policy, modify, add, or remove portions of this notice at its' sole discretion without notice or liability. You agree to review our Privacy Policy along with other notices and procedures posted on the Site prior to using our Service. Any changes or updates become effective immediately upon posting to this Site. Changes to the Policy will be reflected at the top of this Web page with a posting of a "last updated" date. Please be sure to check this page periodically for changes. You are bound by changes to the Policy when you use the Site after those changes have been posted. By using the Site, you consent to the Agreement. If you do not agree with some, or all of the terms of the Agreement, you may not visit our Site or use the Service. If you have questions about the Privacy Policy or would like to suggest improvements, please contact us at privacy@buildcheck.ai.

Governing Law

You agree that: (i) the Service shall be deemed solely based in the State of California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over BuildCheck, either specific or general, in jurisdictions other than the State of California. This Policy is governed by the internal substantive laws of the State of California, without respect to its conflict of laws provisions.

Arbitration of Disputes Brought by a User

You agree that any claim asserted against BuildCheck, or its directors, officers or employees, or any controversy or claim arising out of or relating to the Agreement, the Site, the Service, or other operating rules, policies, and procedures that may be published on the Site (including the question of whether any particular matter is arbitrable under the Agreement concerning the construction, interpretation and effect of the Agreement or any claims in the Agreement, or the rights and liabilities of a user under the Agreement), or the breach thereof, shall be settled by arbitration administered JAMS/ADR Services in accordance with its expedited Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The location for any such arbitration shall be in San Francisco, CA. There shall be one arbitrator who shall be chosen in accordance with the rules of the JAMS/ADR Services. In the event of any claim, controversy or alleged dispute between you and BuildCheck, its members or affiliates, you hereby agree to attempt in good faith to amicably resolve any such dispute at least thirty (30) days before instituting any legal proceeding.

Resolution of Disputes Brought by BuildCheck

You agree that any claim by BuildCheck against a user may be brought pursuant to the JAMS/ADR Services or may be adjudicated by a court of competent jurisdiction, either in San Francisco, CA, or where the user is located (either the user's home address or the address of the user's principal place of business). With respect to the foregoing, the manner of dispute resolution and its venue is at BuildCheck's discretion and without reference to the choice of laws provisions of any jurisdiction. The user agrees to submit to the personal jurisdiction of the courts located in San Francisco, CA.

Class Action Waiver

Any claim must be brought in the respective party's individual capacity, and not as a plaintiff or user in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("**Class Action**"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

Waiver of Counterclaims

You agree to waive all rights to interpose any claims, deductions, set-offs or counterclaims of any nature (other than compulsory counterclaims) in any action or proceeding with respect to the Agreement or any matter arising therefrom or relating hereto or thereto.

Your European Privacy Rights

For European residents only. Under European data protection law, in certain circumstances, you have the right to:

- Request access to any personal information we hold about you ("**Subject Access Request**") as well as related information, including the purposes for processing the personal information, the recipients or categories of recipients with whom the personal information has been shared, where possible, the period for which the personal information will be stored, the source of the personal information, and the existence of any automated decision making;
- Obtain without undue delay the rectification of any inaccurate personal information we hold about you;
- Request that personal information held about you is deleted;
- Prevent or restrict processing of your personal information; and

- Request transfer of personal information directly to a third party where this is technically feasible.
- Also, where you believe that BuildCheck has not complied with its obligation under this privacy policy or European law, you have the right to make a complaint to an EU Data Protection Authority, such as the UK Information Commissioner's Office.

You can exercise any of these rights by contacting us using the Contact Us page or at team@buildcheck.ai.