

# JGGL Inc. — Privacy Policy

*Effective Date: June 1, 2026 | Last Updated: June 1, 2026*

This Privacy Policy (“Policy”) describes how JGGL Inc., a Delaware corporation (“JGGL,” “we,” “us,” or “our”), collects, uses, discloses, and protects your personal information when you use our website at [jggl.ai](https://jggl.ai), mobile applications, APIs, and all related services (collectively, the “Service”). This Policy is incorporated into our Terms of Use. Capitalized terms not defined here have the meaning given in the Terms.

**We do not sell your personal information. We do not use your data for third-party advertising or cross-context behavioral advertising.**

## 1. Information We Collect

**Information You Provide.** Account registration data (name, email, username, password); profile information (display name, profile photo or avatar, biographical description, links); payment and billing information (processed by third-party processors such as Stripe — we do not store full payment card numbers); Submissions (audio files, text prompts, lyrics, vocal recordings); User-Generated Content (posts, comments, reposts, media in feeds); content of direct and group messages; social connections and interactions (follows, subscriptions, likes, comments, reposts); communications with us (support, feedback); and other information you voluntarily provide.

**Biometric Information.** When you upload vocal recordings or other voice data, we may process voice characteristics that constitute “biometric information” under certain laws, including the Illinois Biometric Information Privacy Act (BIPA), the Texas Capture or Use of Biometric Identifier Act (CUBI), the Washington biometric privacy law, and “sensitive personal information” under the California CPRA. We use such data solely to (i) generate the Output you request and (ii) train and improve our AI models, in each case as further described in Section 7 (AI Model Training) and Section 8 (Biometric Data). We do not use voice data to identify or authenticate users, and we do not sell or rent biometric data.

**Information Collected Automatically.** Device information (type, OS, browser, unique identifiers); IP address and approximate geolocation (we do not collect precise geolocation without your explicit consent); usage data (pages visited, features used, tracks generated, session duration, clickstream); social engagement data (content viewed, listened to, liked, commented, reposted, shared; feed scrolling and interaction patterns); search queries; notification interactions; log data (access times, error logs, referral URLs); cookies and similar technologies (see Section 6).

**Information from Third Parties.** Data from authentication providers if you sign in via third parties (e.g., Google, Apple); payment confirmations from payment processors; and publicly available information as needed for fraud prevention or compliance.

## 2. How We Use Your Information

We use your information to: (a) provide, operate, and maintain the Service, including the social, messaging, feed, and community features; (b) process transactions and manage your account; (c) generate Output from your Submissions; (d) train, improve, and develop our AI models in accordance with Section 7; (e) personalize the Service (feed ranking, content and connection recommendations) — see Section 11 for non-personalized options where required by law; (f) communicate with you regarding your account, updates, notifications, and support; (g) monitor and analyze usage and performance; (h)

detect, prevent, and address fraud, abuse, security incidents, and Terms violations; (i) moderate Content under our Community Guidelines; (j) comply with legal obligations (tax, DMCA, law-enforcement requests); (k) enforce our Terms; (l) create properly anonymized or pseudonymized datasets for analytics and research; and (m) display your public Content to other users and visitors in accordance with your visibility settings.

**Legal Bases (EEA / UK / Switzerland users).** We rely on: contract (GDPR Art. 6(1)(b)) for account creation, Service operation, and Submissions-to-Output processing; legitimate interests (Art. 6(1)(f)) for security, fraud prevention, analytics, and product improvement; consent (Art. 6(1)(a) and 9(2)(a)) for biometric data processing, use of your Submissions for AI model training, precise geolocation, and marketing communications; and legal obligation (Art. 6(1)(c)) for tax, DMCA, and law-enforcement compliance. You may withdraw consent at any time without affecting the lawfulness of processing before withdrawal.

### 3. How We Share Your Information

**Service Providers.** We share information with third-party vendors that perform services on our behalf under written agreements (data processing agreements where applicable), including cloud hosting (AWS, GCP), payment processing (Stripe), analytics, email delivery, customer support, content safety, and security. A current list of material subprocessors is available at [jggl.ai/subprocessors](https://jggl.ai/subprocessors); we provide reasonable advance notice of new subprocessors where required by law.

**Other Users and Public Content.** The Service is a social networking platform. Your public profile (display name, username, avatar, biographical description) is visible to all users and may be indexed by external search engines (you can opt out of search-engine indexing in account settings). Content you post as “Public” is visible to all users and visitors. “Followers-Only” Content is visible to users who follow or subscribe to you. Direct messages are visible only to the intended recipients; we may scan messages for safety and abuse detection but do not read messages for advertising. Follower / following lists and engagement activity may be visible based on your privacy settings. We do not control how other users may use, copy, or redistribute Content you make available to them.

**Content Moderation.** We may share Content and conduct data with content-safety vendors and trust-and-safety partners under written agreements. We disclose information to law enforcement or regulators only where compelled by valid legal process or where we believe in good faith that disclosure is necessary to prevent imminent harm to a person. We will notify affected users before disclosure where lawful and practicable. We publish an annual transparency report.

**AI Model Training.** See Section 7.

**Corporate Transactions.** In connection with a merger, acquisition, financing, reorganization, bankruptcy, or sale of assets, your information may be transferred to the successor entity subject to this Policy. We will notify users of any material change in controller.

**With Your Consent.** We may share information for other purposes with your express consent.

**We do not sell or share personal information for cross-context behavioral advertising as defined by the CCPA / CPRA.**

### 4. Your Rights and Choices

Depending on your jurisdiction, you may have the right to: **access, correct, delete, port, opt out of** certain processing (including sale or share, targeted advertising, and profiling that produces legal or similarly significant effects), **limit use of sensitive personal information**, and **withdraw consent**. EEA / UK / Swiss residents have the additional right to lodge a complaint with their supervisory authority. To exercise these rights, email [legal@jggl.ai](mailto:legal@jggl.ai) or use the in-app Privacy Center. We will verify your identity using the minimum information necessary and respond within the timeframe required by applicable law (45 days under CCPA, extendable once by 45 days; 30 days under GDPR, extendable by 60 days for complex requests).

**Automated Decision-Making.** We do not make decisions that produce legal or similarly significant effects about you based solely on automated processing. Automated content-moderation actions are subject to human review on appeal.

**Account Deletion.** You may delete your account in Settings or by contacting [legal@jggl.ai](mailto:legal@jggl.ai). We will delete or anonymize your personal information except as required for legal compliance, fraud prevention, or dispute resolution. Properly anonymized data and content already incorporated into trained AI model weights cannot be individually re-identified or extracted; however, upon a verified deletion request, we will (i) cease using your identifiable Submissions in future training runs, (ii) apply available unlearning or suppression techniques where technically feasible, and (iii) exclude your data from any new model versions.

## 5. State-Specific Rights (United States)

**California (CCPA / CPRA).** California residents have the rights described above, plus the right to opt out of sale and sharing and the right to limit the use of sensitive personal information. We do not sell or share personal information as defined by the CCPA. Categories of personal information collected in the preceding 12 months: identifiers; commercial information; Internet or other electronic network activity; approximate geolocation; audio and electronic information; biometric information (vocal recordings); professional information (if provided); inferences; and sensitive personal information (account credentials, contents of messages, biometric information). Sources: directly from you, automatically from your devices, and from third-party authentication and payment providers. Purposes: those listed in Section 2. Retention: see Section 9. We recognize the Global Privacy Control (GPC) browser signal as a valid opt-out request. To submit requests: [legal@jggl.ai](mailto:legal@jggl.ai). You may use an authorized agent. We will not discriminate against you for exercising your rights.

**Other U.S. States.** Residents of Virginia, Colorado, Connecticut, Texas, Utah, Oregon, Montana, Iowa, Delaware, New Jersey, New Hampshire, Minnesota, Maryland, Tennessee, Indiana, Kentucky, Nebraska, and Rhode Island (and other states with comprehensive consumer privacy laws) may have similar rights. Maryland residents: we do not process sensitive data, or process the personal data of consumers we know to be under 18, for targeted advertising or sale. Contact [legal@jggl.ai](mailto:legal@jggl.ai) to exercise your rights.

## 6. Cookies and Tracking

We use **strictly necessary** cookies (authentication, security, session management — no consent required); **functional** cookies (preferences and settings); and **analytics** cookies (usage and performance). We do **not** use advertising, third-party tracking, or cross-site tracking cookies. EEA / UK users see a cookie consent banner allowing granular opt-in / opt-out for functional and analytics categories; you can change your choices at any time via “Cookie Settings” in the footer. We recognize the Global Privacy Control signal.

## 7. AI Model Training

We use Submissions (including audio, text prompts, lyrics, and vocal recordings), Output, and aggregated usage data to train, fine-tune, and improve our AI models. We rely on (i) **contract** for the model processing strictly necessary to deliver the requested Output, and (ii) **separate opt-in consent** for using your Submissions to train models that benefit other users.

**Opt-Out.** You may opt out of the use of your Submissions and Output for AI model training at any time in Settings → Privacy → AI Training. Opt-out applies prospectively from the date of your request and does not require you to delete your account. Data already incorporated into an existing trained model cannot be retroactively extracted from model weights; we will exclude your data from future training rounds.

**Safeguards.** We do not publish or publicly share individual Submissions. We do not use Submissions to identify or authenticate users. We apply technical measures (de-identification, access controls, training-data filtering) to reduce the risk of memorization and inadvertent reproduction in Output.

**Children.** We do not knowingly use the Submissions of users under 18 for AI model training.

## 8. Biometric Data (Voice)

This Section provides additional disclosures required by laws including the Illinois BIPA, the Texas CUBI Act, the Washington biometric privacy law, and similar U.S. state laws.

**What we collect.** When you upload vocal recordings, we may extract and process voice features (e.g., pitch, timbre, prosody) — collectively, “Voice Data.”

**Purposes.** (i) generating the Output you request; and (ii) AI model training, only with your separate opt-in consent.

**Disclosure.** We do not sell, lease, or trade Voice Data. We share Voice Data only with service providers under written contracts that restrict use to the purposes above, or as required by law.

**Retention and destruction.** We retain Voice Data for the shorter of (a) the period necessary to provide the Service to you, (b) three (3) years following your last interaction with the Service, or (c) until you request deletion. After this period, Voice Data is permanently deleted from active systems; backup copies are destroyed within the standard backup rotation cycle, not exceeding 90 days.

**Consent.** By submitting Voice Data, you provide written consent to the collection, storage, and use of Voice Data for the purposes described above. You may withdraw consent and request deletion at any time at [legal@jggl.ai](mailto:legal@jggl.ai).

## 9. Data Retention

We retain personal information only for as long as necessary for the purposes described in this Policy. Indicative periods are set out below:

Category	Retention
Active account data	Duration of account
Submissions, Output, User-Generated Content	Duration of account, or until you delete

Category	Retention
Voice Data (biometric)	≤ 3 years from last interaction (see Section 8)
Payment and tax records	7 years (legal requirement)
Security and access logs	12 months
Backups	≤ 90 days after active deletion
Anonymized / aggregated analytics	Indefinite (no personal data)

After account deletion, residual personal information required for legal compliance, fraud prevention, or dispute resolution may be retained for up to five (5) years, or longer where required by law.

## 10. Data Security

We implement administrative, technical, and physical safeguards appropriate to the risk, including TLS encryption in transit, encryption at rest for sensitive categories (including Voice Data), role-based access controls, security monitoring, employee training, and incident response procedures. **No system is completely secure; we cannot guarantee absolute security.** We will notify affected users and supervisory authorities of personal data breaches within the timeframes required by applicable law, including within 72 hours where feasible for GDPR-scope breaches.

## 11. International Data Transfers

We are headquartered in the United States. Your information may be transferred to and processed in the U.S. and other countries where we or our service providers operate. Where personal data is transferred from the EEA, UK, or Switzerland to a country not deemed to provide an adequate level of protection, we rely on **Standard Contractual Clauses** (with the UK International Data Transfer Addendum where applicable) and, where available, the **EU-U.S. Data Privacy Framework** for certified recipients. We conduct Transfer Impact Assessments where required. You may request a summary of the safeguards in place by contacting [legal@jggl.ai](mailto:legal@jggl.ai).

## 12. EEA, UK, and Swiss Users

In addition to the rights and legal bases described above:

**Controller:** JGGL Inc., 1341 W Mockingbird Ln Suite 600W, Dallas, TX 75247, United States (Delaware file #10498364).

**Supervisory authority complaints:** You may lodge a complaint with the data protection authority in your country of residence, place of work, or place of the alleged infringement.

**Digital Services Act (DSA).** Our single point of contact for EU authorities and users is [legal@jggl.ai](mailto:legal@jggl.ai). We publish a notice-and-action mechanism for illegal content, statements of reasons for moderation decisions, and a description of our recommender system parameters in our Transparency Center at [jggl.ai/transparency](https://jggl.ai/transparency). Where required, we offer a non-personalized version of the content feed.

### 13. Minors and Teens

The Service is not directed to children under 13. We do not knowingly collect personal information from children under 13. If we discover such information has been collected, we will promptly delete it.

For users aged 13–17, we apply additional protections consistent with the California Age-Appropriate Design Code Act, the UK Children’s Code, the Maryland Online Data Privacy Act, and similar laws:

- Default privacy settings are set to the most protective level (private profile and restricted direct messages from non-followers).
- We do not use the personal information of users under 18 for targeted advertising, sale, share, or AI model training.
- We do not process precise geolocation or biometric information of users under 18 except with verifiable parental consent where required by law.
- Voice cloning and similar generative-voice features are restricted for users under 18.

Parents or guardians who believe a child has provided personal information may contact [legal@jggl.ai](mailto:legal@jggl.ai).

### 14. Third-Party Links

The Service may contain links to third-party websites or services. We are not responsible for their privacy practices. We encourage you to review their privacy policies before providing them with information.

### 15. Changes to This Policy

We may update this Policy from time to time. For **material changes** that affect your rights or the processing of your personal data, we will provide at least 30 days’ advance notice via the Service or email and, where required by law, obtain your renewed consent. Non-material changes take effect upon posting. The “Last Updated” date above reflects the most recent revision.

### 16. Contact Us

**JGGL Inc.**

1341 W Mockingbird Ln Suite 600W, Dallas, TX 75247, United States

Privacy inquiries: [legal@jggl.ai](mailto:legal@jggl.ai)

DSA point of contact: [legal@jggl.ai](mailto:legal@jggl.ai)

Data Protection Officer (if appointed): [legal@jggl.ai](mailto:legal@jggl.ai)

General support: [info@jggl.ai](mailto:info@jggl.ai)

— — —

By using the Service, you acknowledge that you have read, understood, and agree to the collection, use, and processing of your information as described in this Privacy Policy.