Privacy Policy

1. Title; Parties.

   This Privacy Policy ("Policy") is issued by PINEWOOD NORTH AMERICA LLC, a DELAWARE limited liability company ("Company," "we," "our," or "us"), and governs the Personal Information of any natural person who accesses or uses Company-owned websites, mobile applications, or online services (collectively, "Services"). "You" or "User" means an individual who interacts with the Services.

2. Recitals.

   WHEREAS, Company collects, uses, and discloses Personal Information in the ordinary course of providing its Services; and

   WHEREAS, Company desires to set forth its privacy practices in a legally enforceable policy that complies with applicable U.S. federal and state privacy laws;

   NOW, THEREFORE, Company hereby adopts this Policy effective as of February 1, 2026 (the "Effective Date").

3. Jurisdiction Specification.

   This Policy is governed by the laws of the State of Florida, without regard to its conflict-of-laws rules.

4. DEFINITIONS

"*De-identified Data*" - Data that has been de-identified and combined with data from other sources such that it can no longer reasonably identify, relate to, describe, reference, be capable of being associated with, or be linked, directly or indirectly, to a particular consumer or household.

"*Business Purpose*" - The use of Personal Information that is reasonably necessary and proportionate to achieve an operational purpose of the Company, such as account management, security, or compliance, as further detailed in Section III.

"*Data Controller,*" or "*Customer*" - A person or entity that, alone or jointly, determines the purposes and means of processing Personal Information (synonymous with "business" under the California Consumer Privacy Act, as amended), and as identified in the Activation Agreement.

"*Personal Information*" - Information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to a particular consumer or household.

"*Process*," "*Processing*," or "*Processed*" - Any operation performed on Personal Information, whether automated or manual, including collection, use, storage, disclosure, analysis, deletion, or modification.

"*Sensitive Personal Information*" - Personal Information that reveals a consumer's precise geolocation, Social Security, driver's license, state identification card, or passport number; racial or ethnic origin; religious or philosophical beliefs; union membership; genetic data; biometric information; or information concerning mental or physical health.

"*Sub-processor*" - A third party that Processes Personal Information on behalf of Company pursuant to a written contract that restricts the Processing to specified Business Purposes.

"*Customer Data*" – All data, including Personal Data, (in any form) that is provided to Company, Group Companies, or its affiliates, uploaded or hosted on any part of the Services by the Customer or by a User.

"*Activation Agreement*" - The order form to which privacy policy is related to.

5. **OPERATIVE PROVISIONS (INFORMATION PRACTICES)**

5.1. Categories of Personal Information Processed.

    a. Identifiers (e.g., name, postal address, email address);

    b. Commercial information (e.g., transaction history);

    c. Internet or network activity (e.g., IP address, log data);

    d. Geolocation data;

    e. Professional or employment-related information;

5.2. Sources of Personal Information.

    a. Directly from Users (e.g., interactions with services);

    b. Automatically from the Services (e.g., cookies, pixels);

5.3. Purposes for Collection & Use.

    a. Provide and maintain the Services;

    b. Personalize User experience and deliver targeted content;

c. Conduct analytics, research, and product development;

d. Detect, prevent, and address security incidents or fraud;

e. Comply with legal obligations, including 15 U.S.C. Section 45 and 15 U.S.C. Sections 6501-6506 (Children's Online Privacy Protection Act);

5.4. Disclosures to Third Parties.

a. Sub-processors under written contracts. A list of current sub-processors can be found [here](#);

b. Affiliates for internal Business Purposes;

c. Government authorities or law enforcement pursuant to legal process;

d. Other third parties with User consent.

5.5. Retention.

Company retains Personal Information only for as long as reasonably necessary to fulfill the purposes outlined in this Policy or as required by law, whichever is longer.

5.6. Cookies & Tracking Technologies.

We use first- and third-party cookies, pixel tags, local storage, and similar technologies for functionality, analytics, and advertising. Users may modify browser settings to decline cookies; however, certain features of the Services may not function properly.

5.7. Do-Not-Track (DNT).

The Services do not respond to DNT signals because no uniform technological standard has been adopted.

5.8. Children's Data.

The Services are not directed to children under 13, and Company does not knowingly collect Personal Information from children under 13 without verifiable parental consent in compliance with 15 U.S.C. Sections 6501-6506.

5.9. International Transfers.

Personal Information may be transferred to, and Processed in, countries outside the User's jurisdiction. Company uses Standard Contractual Clauses or other lawful mechanisms where required.

5.10. Material Changes.

Company will make any material changes to this Policy as required to comply with changes in legal obligations without.

6. **REPRESENTATIONS & WARRANTIES**

6.1. Company represents and warrants that:

a. It has implemented and maintains commercially reasonable administrative, technical, and physical safeguards designed to protect Personal Information

b. It will Process Personal Information solely for the Business Purposes stated herein and in compliance with applicable law;

c. Any Service Provider/Processor engaged by Company is bound by written contract to substantially similar privacy and security obligations.

6.2. The Customer grants Company a perpetual, irrevocable, royalty-free, worldwide license to utilize, aggregate, and de-identify any data, prompts, or content inputted into the Platform ("Customer Data") for the purposes of training, fine-tuning, and validating Companies machine learning models, developing predictive automotive analytics, and creating industry benchmarks. Company shall ensure that such data is transformed into anonymized and aggregated datasets that do not contain Personal Data or disclose the Customer's specific Confidential Information. The Customer agrees that while they retain ownership of their raw Input Data, all Intellectual Property Rights in the underlying models, algorithms, "weights", and any insights or "learnings" derived from the collective data of all users ("Pinewood Intelligence") shall belong exclusively to Company.

6.3. Except as expressly set forth above, the services are provided "as is," and Company disclaims all other warranties, whether express, implied, statutory, or otherwise, including without limitation warranties of merchantability, fitness for a particular purpose, and non-infringement.

6.4. The warranties set forth in this Section 6 shall survive for so long as Company retains the related Personal Information.

7. DATA USAGE AND AI DEVELOPMENT

7.1. The Customer grants Company a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, copy, modify, and analyze any data, prompts, or content inputted into the Platform ("Customer Data") for the purpose of developing, training, and improving Companies machine learning models and proprietary products.

7.2. Notwithstanding any other provision in this Agreement, the Customer expressly agrees that Company may use Customer Data (including but not limited to vehicle diagnostics, service history, technician notes, sales person comments, and customer chat logs and User prompts) to:

7.2.1. train, tune, and improve Companies machine learning models and artificial intelligence algorithms;

7.2.2. develop new features, predictive analytics, and automated workflows; and

7.2.3. improve the natural language processing (NLP) capabilities of the Platform.

7.3. Company shall ensure that any Customer Data used for the purposes of training models under Clause 12.2 is de-identified and anonymized so that it does not identify the Customer, its Affiliates, or any individual data subject (such as the Customer's end-users/drivers).

7.4. The Customer acknowledges and agrees that all right, title, and interest in and to any improvements to the product, its underlying models, or any derivative works created through the use of Customer Data, shall vest exclusively in the Company. The Company shall be entitled to use such learnings to provide services to its other global customers, provided that no Personal Data of the Customer is disclosed in the process.

8. COVENANTS & RESTRICTIONS

8.1. Company Covenants.

a. To maintain a designated data protection officer;

b. To conduct periodic risk assessments and audits;

c. To maintain a written incident response plan.

8.2. User Restrictions.

a. Users shall not submit Personal Information of any third party without lawful basis or authorization;

b. Users shall not use the Services to Process Sensitive Personal Information unless explicitly requested by Company.

8.3. Notice & Cure.

In the event of a claimed breach of this Policy by either party, the claiming party shall provide written notice specifying the nature of the breach, and the responding party shall cure within the time required by law.

9. DEFAULT & REMEDIES

9.1. Events of Default.

a. Material breach of any covenant, representation, or warranty herein;

b. Unauthorized disclosure of Personal Information contrary to this Policy;

c. Failure to comply with an applicable Data Subject Request ("DSR") within statutory time frames.

9.2. Graduated Remedies.

a. Suspension of Services;

b. Injunctive or equitable relief without requirement to post bond;

c. Statutory damages and any other relief available under applicable law.

9.3. Attorneys' Fees.

The prevailing party in any action or proceeding arising under this Policy shall be entitled to recover reasonable attorneys' fees and costs.

10. RISK ALLOCATION

10.1. Indemnification.

Company shall indemnify, defend, and hold harmless Users from and against any third-party claims arising out of Company's material violation of this Policy or applicable privacy law ("Privacy Claim"), except to the extent such Privacy Claim results from User's own misconduct, negligence, or violation of this Policy.

10.2. Limitation of Liability.

Except for (i) willful misconduct, (ii) gross negligence, or (iii) liability that cannot be limited under applicable law, the aggregate liability of the Company to any user for all claims arising out of or relating to this policy shall not exceed the greater of:

a. the minimum statutory damages threshold specified by the jurisdiction governing the claim.

10.3. Force Majeure.

Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including acts of God, war, terrorism, labor disputes, or governmental regulations.

11. DISPUTE RESOLUTION

11.1. Governing Law.

This Policy and any dispute arising hereunder shall be governed by the laws of the State of Florida

11.2.   Forum Selection.

The parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in Broward County, Florida for any action not subject to arbitration.

11.3.   Binding Arbitration

To the extent permitted by law, each party waives its right to a trial by jury in any action or proceeding arising out of this policy.

Arbitration (Optional).
All disputes shall be finally settled by binding arbitration administered by **[AAA/JAMS]** under its **[Commercial/Consumer]** Rules. The place of arbitration shall be **[CITY, STATE]**. Judgment on the award may be entered in any court of competent jurisdiction.

11.4.   Injunctive Relief.

Nothing in this Section shall restrict either party's right to seek interim, emergency, or permanent injunctive relief in a court of competent jurisdiction.

12. HOW TO CONTACT US

This privacy policy was drafted with brevity and clarity in mind. It does not provide exhaustive detail of all aspects of the Companies collection and use of personal information. However, we are happy to provide any additional information or explanation needed. Any requests for this should be sent to the address below.

If you want to request information about our privacy policy, make requests concerning your data or make a complaint, you can email us at dpo@seez.co.