

## **Whispp Agreement and Written Release Regarding Collection, Storage, and Disclosure of Biometric Data**

This Whispp Agreement and Written Release Regarding Collection, Storage, and Disclosure of Biometric Data (“**Agreement**”) is a legally binding contract between Castermans Connected (NL) and you. Please read this Agreement carefully before registering for an account on Whispp’s website [www.whispp.com](http://www.whispp.com) (“**Site**”) or accessing or using our online services enabled by our Site (collectively with our Site, “**Services**”). This Agreement summarizes our practices regarding collection, storage, disclosure, and/or use of our users’ biometric data in connection with our Services (our “**Practices**”). **By clicking the “I ACCEPT” button, you acknowledge that you have received notice of, and are providing written consent to, our Practices.**

### **1. Our Services**

Our Services enable you in the near future to use and evaluate a pre-release evaluation version of our whisper-to-speech synthesis technology, which allows you to create a digitized version of your own voice (“**Digital Voice**”) that will be emitted simultaneously when you whisper. You create a Digital Voice by recording five minutes or more of your own voice (“**Your Voice**”) on our Site/App.

### **2. Biometric Data We Collect**

When using the Services, you may choose to provide us with Your Voice, Digital Voice (collectively, “**Biometric Data**”) including, without limitation, by recording or uploading an audio file of Your Voice. We collect this Biometric Data. Please note that Biometric Data may include, without limitation, data that may allow someone to identify/contact you and non-public data.

### **3. Purpose of Our Biometric Data Collection**

Whispp’s current purpose in collecting Biometric Data is to allow us to provide, maintain, improve, and enhance our technology, including our machine learning models and in the near future including our Services (“**Purpose**”).

### **4. Data Storage and Security**

We store Biometric Data that we collect on a server hosted by our third-party service provider, Amazon (<https://aws.amazon.com/>), location Ireland.

We take the security of your Biometric Data very seriously and have implemented measures to help us protect such data. We will use reasonable care to guard against any unauthorized disclosure, access, and/or use of your Biometric Data.

### **5. How We Disclose Biometric Data**

When you use our Services, we disclose Biometric Data as described in this Section 5, strictly for legitimate business purposes and not to exceed the maximum extent permitted by law. By entering this Agreement, you provide express written consent to our disclosure of Biometric Data as described in this Section 5.

We will disclose Biometric Data to our third party service providers who perform services on our behalf, to (1) provide you with, maintain, improve, and enhance our Services; (2) facilitate creation of user accounts; and/or (3) provide other services to our Users.

We may also disclose Biometric Data under the following circumstances:

- To law enforcement agencies, including pursuant to a warrant, subpoena, or court order;
- In response to requests by regulatory, legal or government agencies;

- In connection with or during negotiation of any merger, financing or other transition involving the sale, transfer, or other divestiture of all or a portion of our business or assets, including to the extent such information is transferred as a business asset;
- In connection with any acquisition of us by another company, such that the acquiring company possesses the Biometric Data collected by us and will assume the rights and obligations regarding Biometric Data described in this Agreement;
- If we have a good-faith belief that we are legally required to do so;
- If it is necessary or appropriate to do so to protect our rights, property, or safety, or to defend against User or third-party claims or allegations, including to the extent necessary to enforce any agreements we have with you;
- If it is necessary or appropriate to do so to prevent physical injury or other harm to any person or entity, including yourself and members of the general public; or
- Under any other circumstance in which you provide us with express written consent to disclosure of your Biometric Data.

## 6. Retention and Deletion of Biometric Data

All Users may review or request deletion of any Biometric Data associated with their user account by clicking the buttons on their “Manage” page that read ‘delete’ or by emailing us at support@whispp.com. If you request deletion of all Biometric Data from your account, we may deactivate your account. We will use commercially reasonable efforts to honour requests for deletion of Biometric Data, but we cannot promise that deletion will occur within a specific timeframe. Moreover, we cannot guarantee recovery of any Biometric Data for which you have requested deletion.

## 7. General

**Contact Information.** If you have any questions or concerns about this Agreement, please contact us at support@whispp.com.

**No Assignment.** This Agreement, and your rights and obligations thereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without prior written consent of Whispp. Any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions in this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**Entire Agreement.** This Agreement is the final and complete Agreement between Whispp and you with respect to the subject matter in this Agreement (specifically, Whispp’s Practices) and supersedes any prior proposal, representation, discussion, or understanding between Whispp and you as to Whispp’s Practices.