

## **Terms of Service**

Thanks for using our products and services ("Services"). By using our Services, you are agreeing to these terms.

### **Description of Services**

Fireflies.ai is a website and application that captures audio and text based notes , summaries, transcriptions, and action items from phone calls, emails, messaging systems in a compelling way to provide rich insights to you.

### **Acceptance of Services**

When using services provided by Fireflies.ai, you agree to all State, Federal, Legal compliance in addition to our Terms of Service below. If you are using our service on behalf of an organization, you are agreeing to be bound by these terms on behalf of the organization. If you or the organization that you represent do not agree to the provisions of our terms, please discontinue usage.

Do not misuse our Services. For example, do not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

### **Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functionality or features, and we may suspend or stop a Service altogether. You can stop using our Services at any time, although we will be sorry to see you go.

Fireflies.ai may also stop providing Services to you, or add or create new limits to our Services at any time. At that time we will provide adequate notification and make the transition as pain-free as possible.

## **Data Ownership**

We believe that you own your data (call, audio, notes) and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

Some of our Services allow you to submit/generate content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

## **Compliance with recordings**

You need to be aware of all state and federal laws around recording phone conversations and meetings. Please note that while Fireflies.ai offers You a tool to record telephone conversations and you are liable for informing participants before the start of the meeting that you are using our service.

You expressly warrant and represent to Fireflies.ai that You shall comply at all times. In particular, You are solely responsible for giving a person to whom You make a call while using the Services and a person to whom You receive a telephone call from any necessary warning about the recording. We make no representations or warranties with respect to call recordings and recommend that You always secure consent before recording.

## **Our Intellectual Property**

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Do not remove, obscure, or alter any legal notices displayed in or along with our Services.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Do not remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display some content that does not belong Fireflies.ai. This content is the sole responsibility of the entity that makes it available. We may review content to determine

whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please do not assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

### **Your Fireflies.ai Account**

You may need a Fireflies.ai Account in order to use some of our Services. You may create your own Fireflies.ai Account, or your Fireflies.ai Account may be assigned to you by an administrator, such as your employer. If you are using a Fireflies.ai Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

### **Privacy and Copyright Protection**

Fireflies.ai's privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Fireflies.ai can use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

### **About Software in our Services**

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

Fireflies.ai gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Fireflies.ai as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services

as provided by Fireflies.ai, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission. Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

## **Our Warranties and Disclaimers**

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we do not promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER FIREFLIES.AI NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTION OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

## **Liability for our Services**

WHEN PERMITTED BY LAW, FIREFLIES.AI, AND FIREFLIES.AI'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF FIREFLIES.AI, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, FIREFLIES.AI, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

## **Business uses of our Services**

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Fireflies.ai and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

## **About these Terms**

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We will post notice of modifications to these terms on this page. We will post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Fireflies.ai and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we do not take action right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms. The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Alameda County, California, USA, and you and Fireflies.ai consent to personal jurisdiction in those courts.

## **Privacy Policy**

Fireflies AI Corp ("Fireflies.ai") has created this privacy policy to let you know what information we collect when you access and use this Fireflies.ai web site and the meeting productivity services we provide via our intelligent meeting assistant ("Fred"), why we

collect it, and how it is used. Our Privacy Policy is governed by our Terms of Use. Capitalized terms not otherwise defined in this Privacy Policy shall have the meanings set forth in the.

Fireflies.ai offers a suite of services (our “Services”) that enables meeting hosts to record, transcribe and store the output of a meeting, including the content, participants and any documentation associated with that meeting (the “Meeting Record”). All participants in the meeting should have access to the Meeting Record, and the organizer or host of the meeting (the “Host”) determines who gets invited to the meeting. Hosts may organize a meeting via the Fireflies.ai Site, your calendaring system, or a potential mobile app (the “Mobile Application”) and recording a meeting live while they’re in the room with other meeting participants. Our Terms of Use require all Hosts to use the Services in compliance with applicable law.

By accessing and using this Site, Calendar, or Mobile Application and availing yourself to our Services, you consent to the data practices described in this Privacy Policy and our Terms of Use. We may periodically make changes to this Privacy Policy. We will notify you about material changes in the way we treat personally identifiable information by sending an email message to the email address you most recently provided to us and/or by prominently posting a notice on our Site. It is your responsibility to review this Privacy Policy frequently and remain informed about any changes, so we encourage you to visit this web page often. If you do not consent to this Privacy Policy, please do not access and use the Site and our Services.

## 1. THE COLLECTION OF INFORMATION; WHY WE COLLECT IT; AND HOW WE USE IT.

### PERSONAL INFORMATION FROM YOU AS HOST OF A MEETING

To engage our Services as a Host, you generally need to be a registered Fireflies.ai account holder (in contrast to the other participants in your meetings who do not have to be registered Fireflies.ai account holders). We allow limited recording functionality via Mobile Application or via partnership integrations without registration where we obtain your email address from the mobile application store or integration partner, but Hosts need to register in order to enjoy the full functionality. When you register for a Fireflies.ai account, we will ask you to complete our new account registration page where we will collect the following personally identifiable information from you:

#### WE COLLECT:

Your email, username, a password and contact preferences.

#### WHY WE COLLECT IT AND HOW WE USE IT:

To validate your email.

To create and support your Fireflies.ai account and provide you with customer service.

To communicate with you, for example informing you about your Fireflies.ai account, security updates and Site, Calendar, and Mobile Application information.

To identify you to the other participants in meetings that you Host.

To enable other meeting participants to collaborate with you regarding the Meeting Content and benefit from our Services.

To contact you about Fireflies.ai features, products, services and other promotions that can enhance your use of the Services, in accordance with your communications preferences.

To enforce compliance with our Terms.

WE COLLECT:

At your election, your name, image and other personally identifiable information.

WHY WE COLLECT IT AND HOW WE USE IT:

To populate your user profile.

WE COLLECT:

Your credit card information, including your address, to be collected following any free trial period

WHY WE COLLECT IT AND HOW WE USE IT:

To process your payments. (Fireflies.ai uses reliable third-party payment processors and retains only limited information about your payment transactions.)

WE COLLECT:

The time and geographic area where you use your computing devices when you interact with the Services.

WHY WE COLLECT IT AND HOW WE USE IT:

To localize your interaction with the Services and improve our understanding of how you and other users interact with the Services.

To help you verify use of your Fireflies.ai account.

WE COLLECT:

At your election, your location and calendar information.

WHY WE COLLECT IT AND HOW WE USE IT:

To coordinate participation in your meetings by you (as Host) and the individuals you invite to your meetings (as meeting participants).

To enhance and supplement your meeting information with location and calendar information.

To make suggestions regarding how you might improve your use of the Services or implement the Services with respect to your calendared meetings.

WE COLLECT:

Actions you perform when using the Services.

WHY WE COLLECT IT AND HOW WE USE IT:

To administer the Services and improve the features and usability of the Services.

To recommend to you additional features that may enhance your use of the Services.

WE COLLECT:

The emails you send to and from your Fireflies.ai account.

WHY WE COLLECT IT AND HOW WE USE IT:

To detect spam, malware or other potential security concerns.

To block delivery of such emails in the event they are determined to be spam, infected with malware or subject to other potential security concerns.

As noted above, from time to time, we may contact you via email with information about the Services and features that we think may be beneficial to you and special offers. You may opt-out of such communications at any time by following the opt-out instructions provided in emails or by logging into your Fireflies.ai account via our Site and changing your contact preferences. However, you will continue to receive essential Services-related and Fireflies.ai account-related information, even if you unsubscribe from promotional emails.

WE COLLECT:



Your email address from our Site and/or via Mobile Application.

WHY WE COLLECT IT AND HOW WE USE IT:

We may collect your email address or other contact information in the event that you email us with a question. We use that information to answer your question and, where we believe appropriate, to send you emails with additional information about the Services.

MEETING INFORMATION:

You engage our Services in your meetings by inviting Fred to attend via your computing devices (smartphone or computer) and/or by using Fireflies.ai's Mobile Application mobile application and recording a meeting live while you're in the room with other meeting participants. Fred will record, transcribe and store the output of a meeting, including the content, participants and any documentation associated with that meeting (the "Meeting Record"), subject to the Host's commands and the commands of the meeting guests. (At any time, either you or your guests may command Fred to cease recording a portion or the remainder of your meeting discussion).

WE COLLECT:

A recording of your entire meeting except for any portions of that meeting which Fred is commanded to ignore.

WHY WE COLLECT IT AND HOW WE USE IT:

To create a Meeting Record of the meeting.

To enable Fireflies.ai to generate insights, analytic summaries, and predictive highlights of the meeting from the Meeting Record (as host) and by the other individuals attending the meeting (as participants) ("Meeting Insights"). These Meeting Insights identify key words from the Meeting Record that are discerned by our Services as pertinent and central to the meeting discussion.

To enable you and your meeting guests to search the Meeting Record for particular words or phrases and the related meeting discussion.

WE COLLECT:

The portions of the Meeting Record which you (as Host) or the individuals invited to your meeting (as participants) highlight and designate for transcription to a written record (the "Voice Notes").

WHY WE COLLECT IT AND HOW WE USE IT:

To enable Fireflies.ai to compile a written record of those designated portions of the meeting that are to be made accessible or delivered to you and your meeting guests.

To enable Fireflies.ai to attempt to correct portions of the Voice Notes that the Services are unable to transcribe properly.

#### WE COLLECT:

Deep learning and mapping of your speech patterns, vocabulary and meeting interactions.

#### WHY WE COLLECT IT AND HOW WE USE IT:

To enable the artificial intelligence engine powering Fireflies.ai's Services to improve its recognition and understanding of your speech patterns and vocabulary.

To minimize errors in the recording and transcription of the Voice Notes from the meeting discussion.

To enhance our ability to generate and provide you and your meeting guests with useful information regarding the meeting.

To support Fireflies.ai's efforts to generate useful analytic data, improve the Services, and identify flaws in, and useful features for, the Services.

To recommend to you additional features that may enhance your use of the Services.

#### WE COLLECT:

Information regarding when and where a meeting is held and any tags (i.e. descriptive information) related to that meeting.

#### WHY WE COLLECT IT AND HOW WE USE IT:

To provide the history and context for a meeting to enhance the Meeting Record.

In addition to the uses of information described above, Fireflies.ai uses various tools and technologies to analyze the collected information detailed above in order to power features of our Services and to improve our Services for you. This may include, for example:

Providing you information most relevant to how you are using the Services at a specific time or location; and

Providing you information relevant to a Meeting Record or Voice Notes that you are creating or reviewing.

#### PERSONAL INFORMATION FROM MEETING PARTICIPANTS

If you attend a meeting as a participant (in contrast to the Host) of a meeting,

#### WE COLLECT:

Your email address from the Host. Note: for meetings conducted live via Mobile Application, we may not receive participant email addresses from the Host until after the meeting, if ever.

#### WHY WE COLLECT IT AND HOW WE USE IT:

To identify you as a meeting participant.

Before the meeting, to remind you of the start time and identify the other meeting participants, including Fred.

To send you a notice that Fred will record the meeting, subject to the commands of the meeting host and participants, and to familiarize you with the commands that control Fred.

To send you information regarding the meeting, including a link to the Meeting Insights of the meeting and the Voice Notes for the meeting.

To confirm your identity as a meeting participant in the event you desire to review or search the Meeting Record at the Site and for the purpose of giving you access to the Meeting Insights and Voice Notes.

To promote our Services and encourage prospective users to open a Fireflies.ai service account.

#### NON-IDENTIFIABLE AND AGGREGATED INFORMATION

When you visit the Site, use the Mobile Application or avail yourself to the Services, we or our affiliates and service providers collect and retain certain information that cannot be used to identify you, such as the nature and frequency of your use of Mobile Application and/or visits to the Site, the Site web pages you visit and how long you spend at the Site. We or our affiliates and service providers may use that information or aggregate it with other information to monitor the number of visitors to our Site and/or users of Mobile Application, how users use and interact with our Mobile Application, our Site and Services, and our users' demographics. We use this information to monitor and improve our Services. We may also use this information to help us describe our Services to current and prospective users, business partners and other third parties.

## 2. INFORMATION ACCESS, SHARING AND DISCLOSURE

#### INFORMATION ACCESSED BY FIREFLIES.AI OR ITS SERVICE PROVIDERS

As a general rule, Fireflies.ai's employees and service providers do not monitor, review or listen to your meeting information that is recorded and stored by our Services; however, we list below the limited circumstances in which our employees and service providers will access or review your Meeting Record:

We need to do so to evaluate problems with the quality of the Voice Notes. When our Services detect portions of the Meeting Record that are difficult to transcribe (i.e. convert to written form) into Voice Notes, Fireflies.ai's voice specialists will undertake a limited review of the segment of the Meeting Record that is difficult to transcribe and attempt to transcribe accurately that portion of the Meeting Record into an intelligible Voice Note. In the event that we utilize the services of a third-party service provider to undertake this transcription task, Fireflies.ai will make accessible only the problematic segments of the Meeting Record being transcribed into Voice Notes. In the event, a Meeting Record has multiple problematic segments to be transcribed into Voice Notes, then Fireflies.ai will endeavor to use multiple outside voice specialists and restrict their respective access to a single problematic segment of the Meeting Record being transcribed into a Voice Note so that no single outside voice specialist gains access to much of the Meeting Record or more than one Voice Note thereby severely limiting any outside voice specialist's ability to discern the topic and nature of the meeting information.

We need to do so for other troubleshooting purposes.

We believe our Terms of Use has been violated and confirmation is required or we otherwise have an obligation to review your meeting information as described in our Terms of Use.

We believe it to be necessary to protect the rights, property or personal safety of Fireflies.ai and its users (including to protect against potential spam, malware or other security concerns).

We do so in order to comply with our legal obligations.

#### INFORMATION PROVIDED TO YOUR MEETING GUESTS

When you engage the Services and invite Fred to a meeting, some of the personally identifiable information you provided to Fireflies.ai and the meeting information will be shared with the other participant(s) in your meeting as follows:

Your status as a user of the Services will be visible to your meeting guests.

Your email address and any profile information that you have provided will be used to identify you as the meeting Host and distributed to the meeting guests.

The Meeting Record will be made accessible to the meeting guests for whom we've received an email address, enabling them to listen to, and conduct searches on, the

Meeting Record, subject to Fireflies.ai confirming their participation in the meeting by validating their email.

The Meeting Insights of the meeting and Voice Notes generated from the meeting will be made accessible to meeting guests for whom we've received an email address. Please note that if you're recording a meeting live via the Mobile Application, you should make sure to provide email addresses for all meeting participants and make sure that all participants are aware that the meeting is being recorded.

Your email address or profile information will be used to identify the meeting information that is distributed to your meeting guests, including with respect to the access given to the Meeting Record recording, the Meeting Insights, and the Voice Notes from the meeting.

#### FIREFLIES.AI'S DISCLOSURE OF YOUR PERSONAL INFORMATION OR MEETING INFORMATION

Fireflies.ai does not sell or rent your personal information or meeting information. It is yours and will remain yours. Except for actions you take to engage the Services to communicate and collaborate with your meeting guests, we only disclose your personal information or meeting information and/or Meeting Record(s) under the following circumstances:

Where we have your explicit consent to share such information.

Where we need to share your information or content with third-party service providers who process data on our behalf in order to: create a Meeting Record, Meeting Insights or generate Voice Notes; operate and improve the features and functionality of the Services; complete your payment transactions; fulfill your service requests; and help us communicate with you as described elsewhere in this Privacy Policy. Any sharing of such information with service providers will maintain your data rights as specified in this Privacy Policy.

Where we believe it is necessary to investigate potential violations of our Terms, to enforce the Terms, or where we believe it is necessary to investigate, prevent or take action regarding illegal activities, suspected fraud or potential threats against persons, property or the systems on which we operate the Services including sharing data of EU and Swiss individuals in response to lawful requests from public authorities to meet national security and law enforcement requirements.

We will not disclose your Personal Data or meeting information unless we believe such disclosure is required by law or we believe it is necessary to: comply with a legal obligation; act in urgent circumstances to protect the personal safety of users of the Site, the Services, or the public; or protect against legal liability.

We do so in connection with the sale or reorganization of all or part of our business, as permitted by applicable law.

We may send information about Fireflies.ai via email to those whom you invite to meetings to see if they'd like to try Fireflies.ai; unless doing so would be in violation of applicable law. Other than that, Fireflies.ai does not use personal information or meeting information for advertising or marketing purposes.

In cases of onward transfer to third parties of the personal data of EU and Swiss individuals received pursuant to the EU-US and Swiss-U.S. Privacy Shield, Fireflies.ai is potentially liable. Notwithstanding the foregoing, Fireflies.ai is not responsible for any disclosure, publication or use of your personal information or meeting information which you choose to include in your Meeting Record, including to the extent such personal information or meeting information is then incorporated into the Meeting Insights or Voice Notes

### 3. MANAGING YOUR INFORMATION; INFORMATION STORAGE AND TRANSFER

#### YOUR CHOICE REGARDING PERSONAL DATA

You can use the Site, Calendar and Mobile Application without providing any personal information; however, if you choose not to provide any personal information, you will not be able to open a Fireflies.ai account or engage the Services or Host meetings to which Fred is invited. You may still be able to use Mobile Application without providing personal information, albeit with limited functionality.

Your meeting information will be recorded and saved based upon how you engage the Services and instruct Fred in your meetings. Your meeting information will be stored by Fireflies.ai to enable retrieval, search, and transcription. The retention of such meeting information is subject to the default settings below.

#### ACCESSING, CORRECTING OR DELETING YOUR INFORMATION

Fireflies.ai is committed to transparency, and we want EU data subjects to have access to Personal Information that we may have about them and/or the devices that they may use to access the Internet. If you'd like to update, correct, delete, or deactivate any personal information that you have provided to Fireflies.ai, and/or you reasonably believe that Fireflies.ai has personal information pertaining to you, please send your request to [support@fireflies.ai](mailto:support@fireflies.ai), and we will process your request within a reasonable timeframe or as required by law. If you have an account with Fireflies.ai, you may be able to access and correct your information and deactivate your account after logging into your account.

You can stop using the Services at any time; and if you deactivate your account, the content in your account, including your profile and any Meeting Records will be automatically deleted within one (1) year. Fireflies.ai will endeavor to accommodate all reasonable requests to access, correct or delete your personal information and meeting information unless it is required to be retained by law or for lawful business purposes. Once information is deleted from your Fireflies.ai account, it will no longer be accessible to you or others who may access the Services. Fireflies.ai's back-up and archiving systems may retain residual copies of your personal information and meeting information for up to one year due to the nature of those systems' operations. EU data subjects seeking to view, edit, delete, port, or otherwise restrict Fireflies.ai's use of their Personal Information collected via the Website may email [support@fireflies.ai](mailto:support@fireflies.ai) for information and instructions governing Fireflies.ai's honoring of data subject access rights. For more about rights for EU data subjects, please scroll down to the section marked as "EU DATA SUBJECTS."

#### WHERE YOUR INFORMATION IS STORED AND PROCESSED

When you engage the Services, the personal information and non-personally identifiable information that you submit and the meeting information you create will be transferred to and stored on Fireflies.ai servers in the United States. By submitting this information to Fireflies.ai and/or engaging the Services, you acknowledge and agree that such information, including personal information and meeting information, will be transmitted to and hosted and accessed in the United States. Data privacy laws or regulations in your home country may differ from those in the United States; however, with the exception of EU and Swiss data subjects under Privacy Shield as described below, we will collect, store and use your personal information, meeting information and non-personally identifiable information in accordance with this Privacy Policy and the applicable laws of the United States.

#### DATA SECURITY

Fireflies.ai is committed to protecting the security of your information and takes reasonable commercial precautions to protect it. By using Services, you agree that our security practices as defined in this data security provision are sufficient. Fireflies.ai uses industry-standard encryption to protect your data in transit. This is commonly referred to as transport layer security ("TLS") or secure socket layer ("SSL") technology. However,

internet data transmissions cannot be guaranteed to be 100% secure, and we cannot guarantee the security of information during its transmission between you and us.

If Fireflies.ai learns of a security system breach, we may attempt to notify you and provide information on protective measures, if available, through the email address that you have provided to us or by posting a notice on our Site. Depending on where you live, you may have a legal right to receive such notices in writing.

#### INFORMATION COLLECTED FROM MINORS

Fireflies.ai requires its users to be at least 18 years of age. Fireflies.ai does not knowingly collect personal information from individuals under the age of 18. If you are under the age of 18, please do not submit any personal information through the Site. If you have reason to believe that a child under the age of 18 has provided personal information to Fireflies.ai through this Site, please contact us and we will endeavor to delete that information from our databases.

#### EU DATA SUBJECTS

In addition to the above reference privacy practices, EU Data subjects are granted special rights under the General Data Privacy Regulation. While Fireflies.ai does not actively market our services to persons located in the EU at this time, we understand that EU data subjects may use the Services as Hosts and meeting participants and visit the Fireflies.ai Website.

Our data protection office may be reached at [support@fireflies.ai](mailto:support@fireflies.ai).

Fireflies.ai is a processor of data pursuant to the Services. Each meeting Host is the data controller and as such is responsible for directing the means by which Fireflies.ai processes such data. Each host is also responsible for notifying meeting participants that Fireflies.ai is enabled and ensuring that the Host has the consent of meeting participants where required. As a processor of data, Fireflies.ai's role is to process data as directed by each Host.

Fireflies.ai's legal basis for processing the Personal Information of EU data subjects varies: meeting Hosts determine the legal basis for the Personal Data processed pursuant to the Services; Fireflies.ai processes Personal Information that is required to provide the Services under contractual necessity, and; we process the Personal Information collected via our Website and associated sales and marketing programs under our legitimate interest where we have ascertained that the processing is not high risk and will not violate fundamental human rights. We personal data such as your contact information via the Website with consent.



Fireflies.ai is committed to transparency, and we want EU data subjects to have access to Personal Information that we may have about them and/or the devices that they may use to access the Internet. Our process for accessing and correcting data processed via the Services is described above. EU data subjects seeking to view, edit, delete, port, or otherwise restrict Fireflies.ai's use of their Personal Information should email [support@fireflies.ai](mailto:support@fireflies.ai) for information and instructions governing Fireflies.ai's honoring of data subject access rights.

#### 4. CONTACTING FIREFLIES.AI

Our goal is to respect your privacy. If you have any questions, comments or concerns about our Privacy Policy, you may contact us by email at [support@fireflies.ai](mailto:support@fireflies.ai) attn.: Privacy Officer or by mail to 201 Spear Street Suite 16

#### ENFORCEMENT AND PRIVACY COMPLAINTS BY EU AND SWISS CITIZENS

In compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Principles, Fireflies.ai commits to resolve complaints about your privacy and our collection or use of your personal information. Persons located in the European Union and Switzerland who have inquiries or complaints regarding this privacy policy should first contact us at [support@fireflies.ai](mailto:support@fireflies.ai).

Please note that if your complaint is not resolved through these channels, under limited circumstances, a binding arbitration option may be available before a Privacy Shield Panel.