# ArtArk Privacy Policy

Effective Date: Nov. 10, 2026

## 1. INTRODUCTION

Welcome to ArtArk. This ***Privacy Policy*** (this "Policy") explains how we collect, use, store, disclose, transfer and otherwise process your personal data, the legal bases we rely on, the choices and rights you have, and the safeguards we apply when you use the ArtArk website at *https://artark.ai* and any related applications, software, application programming interfaces (APIs) and other online products and services we provide (collectively, "ArtArk" or the "Service").Capitalized terms not defined in this Policy have the meanings given to them in the ***ArtArk Terms of Service***.

**Please read this Policy carefully. Provisions that may materially affect your rights and obligations are shown in bold.** If you do not agree with this Policy, you should immediately stop using ArtArk. By registering, signing in, clicking to accept, or accessing or continuing to use ArtArk, you acknowledge that you have read, understood and agreed to this Policy. This Policy is referenced by, and should be read together with, the ***ArtArk Terms of Service***, the ***ArtArk Paid Services and Subscription Terms***, and the ***ArtArk AI-Generated Content Guidelines***.

## 2. WHO WE ARE

ADI INTELLIGENCE TECHNOLOGY LIMITED, a company incorporated under the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"), is the data controller ("ArtArk", "we", "us" or "our") responsible for the processing of your personal data under this Policy.

If you have any questions about this Policy, or wish to exercise any of your privacy rights, please contact our privacy team at **privacy@artark.ai.**

## 3. THE PERSONAL DATA WE COLLECT

We collect personal data that you provide to us directly, personal data generated or collected automatically when you use ArtArk, and, where applicable, personal data received from third parties. The principal categories are as follows.

### 3.1 Account registration, sign-in and profile

When you create an account, we collect your email address, password and a username or display name. When you sign in, we collect your email address and password, or the credentials provided through a third-party sign-in service. If you choose to register or sign in through a third-party service (such as Google or Apple), we receive your name, email address and an account identifier from that service in accordance with your settings. You may also choose to add or update profile information, such as a profile picture or bio. You do not have to provide optional profile information to use the basic functions of ArtArk.

### 3.2 Identity verification

If you apply for creator revenue settlement, model or material licensing revenue sharing, or similar programmes, we may collect your full legal name and government-issued identification number, and, where necessary, facial recognition or other biometric data, in order to verify your identity and safeguard the security of funds. **Facial recognition and other biometric data are sensitive personal**

**data and are processed only on the basis of your explicit consent or as otherwise permitted by applicable law.** If you decline to provide this information, you may still use other functions of ArtArk.

### 3.3 Input and generated content

When you use the AI-generation functions, we collect the text prompts you enter and the images and other materials you upload (collectively, "Input"), together with the images, layouts and other results generated on the basis of that Input (collectively, "Output").

### 3.4 Device and log information

To keep the Service secure and stable, we collect device information (including device model, operating system version, device identifiers, IP address and software version) and log information (including operation logs, crash information, performance data, usage frequency and fault information).

### 3.5 Device permissions

Depending on the functions you use, and only after obtaining your authorization, we may access your camera (to capture materials), photo library (to upload or export images) and storage (to save generated content). Permissions are not enabled by default. You may review and disable them at any time in your device settings; doing so will not affect processing already carried out on the basis of your authorization.

### 3.6 Payment information

When you use paid functions, payment services are provided by licensed third-party payment processors. The payment information required for a transaction is collected and processed by the relevant payment processor; we receive only the payment result (success or failure) and the necessary order information, and we do not store full payment-card details.

### 3.7 Communications and enterprise customers

We also collect the content of messages you send to our customer-support and feedback channels, and the contact information you provide. If you use ArtArk through an enterprise or institutional channel (such as a custom project or industry solution), the relevant processing is governed by the written agreement between us and that enterprise or institution; matters not addressed by that agreement are governed by this Policy.

## 4. HOW WE USE YOUR PERSONAL DATA AND LEGAL BASES

We process your personal data for the purposes set out below, relying on the legal bases indicated. Under GDPR, these bases are the performance of a contract (Article 6(1)(b)), compliance with a legal obligation (Article 6(1)(c)), protection of vital interests (Article 6(1)(d)), our legitimate interests (Article 6(1)(f)), and, where indicated, your consent (Article 6(1)(a)).

| Purpose | Personal data | Legal basis |
|---|---|---|
| Register and manage your account; provide and operate ArtArk | Account and profile data; email; credentials | Performance of a contract |
| Provide the AI-generation functions and process Input to produce Output | Input and Output | Performance of a contract |

| Purpose | Personal data | Legal basis |
|---|---|---|
| Process subscriptions and payments | Payment result and order information | Performance of a contract |
| Verify identity for creator payouts and revenue sharing | Legal name; identification number; biometric data | Contract; legal obligation; explicit consent for biometric data |
| Maintain security, prevent fraud and abuse | Device and log data; IP address; identifiers | Legitimate interests |
| Troubleshoot, analyse and improve the Service | Usage, log and performance data | Legitimate interests; consent where required |
| Product optimization and model training | Input and Output (subject to opt-out) | Consent; see Section 5 |
| Respond to support requests and communicate with you | Contact details and messages | Performance of a contract; legitimate interests |
| Comply with legal and regulatory obligations and legal process | Data as required by law | Legal obligation |

Where we process special categories of personal data (such as biometric data used for identification), we rely on Article 9(2) GDPR, and in particular your explicit consent under Article 9(2)(a), or another applicable exception. If we intend to use personal data for a purpose other than those described in this Policy, we will inform you in advance and, where required, obtain a fresh legal basis or your consent.

## 5. AI GENERATION AND MODEL TRAINING

In addition to processing your Input to provide the AI-generation functions to you, your Input may also be used to improve and optimize ArtArk's related functions and services and to train our models. The detailed rules are set out in the ***ArtArk AI-Generated Content Guidelines***, which supplement this Policy; in the event of inconsistency, those Guidelines prevail in respect of these matters.

If your Input contains another person's personal data, you must ensure that you have informed that person and obtained any necessary consent; where it involves another person's face, voice, likeness or other biometric or sensitive data, you must, where required by law, provide the relevant notices and obtain separate consent in advance.

## 6. COOKIES AND SIMILAR TECHNOLOGIES

We use cookies and similar technologies to collect session identifiers and login credentials, device and browser information (browser type and version, operating system, screen resolution, language settings), IP address, access logs (access time, pages viewed, clicks, time spent), referring sources and campaign information, and your preferences. We use these to recognize you and keep you signed in, safeguard account, payment and service security (including detecting anomalous logins and preventing fraud and abuse), remember your language, interface and editor preferences, retain unfinished creations, and analyse usage to improve the Service.

We use (a) strictly necessary cookies required for the Service to function; (b) analytics and performance cookies; and (c) advertising and marketing cookies, which may involve the use of identifiers for cross-context behavioural advertising and may constitute "sharing" under the CCPA/CPRA. Non-essential cookies are used only with your consent, which you can manage through the cookie banner or your browser settings. We also honor recognized opt-out signals, including the Global Privacy Control. We do not use cookies or similar technologies for any purpose other than those described in this Policy.

## 7. HOW WE SHARE AND DISCLOSE PERSONAL DATA

We do not sell your personal data in the conventional sense. We may disclose or make available personal data in the following limited circumstances.

**Affiliates:** We may share data with our affiliated companies, including entities located in mainland China, for the purposes described in this Policy and under appropriate controls.

**Service providers and processors:** We may engage cloud hosting, storage, analytics, email, customer-support, security and other service providers to process personal data on our behalf, under data processing agreements that limit use to the instructed purposes and require appropriate security measures.

**Payment processors:** We share the information necessary to complete transactions with licensed payment processors.

**Professional advisers and authorities:** We may disclose data to professional advisers (such as lawyers, auditors and insurers), and where required by law, regulation, legal process or a competent judicial, regulatory or governmental authority.

**Change of control:** In connection with a merger, acquisition, reorganization, sale of assets, financing or bankruptcy, we may transfer relevant data to the parties involved, subject to appropriate confidentiality and continuity protections.

## 8. INTERNATIONAL DATA TRANSFERS

**ArtArk operates on a global scale. Your personal data may be stored, accessed, and processed in Hong Kong and other countries or territories where we, our affiliates, or our service providers maintain operations.**

**In particular, depending on the features you use and our service operational arrangements, your personal data may be transferred to and processed within mainland China, including by our affiliated entities and our local technical, development, and support teams based there.**

When we transfer personal data from the European Economic Area or the United Kingdom to a jurisdiction that has not received an adequacy decision, we implement appropriate safeguards. Prior to any such transfer, we assess the legal framework and data protection practices of the destination jurisdiction and conduct a transfer impact assessment. Where necessary, we put in place supplementary safeguards including robust encryption, pseudonymization, strict access controls, and data minimization. Where required by applicable law, we will obtain your explicit separate consent before cross-border transfers of your personal data.

## 9. DATA RETENTION

We retain personal data only for as long as necessary to fulfil the purposes for which it was collected, including to provide the Service, resolve disputes, maintain required business and financial records, and comply with applicable legal obligations. Account data is generally retained while your account is active and for a period thereafter that reflects applicable limitation and record-keeping requirements.

Transaction and related records may be retained for the periods required by applicable tax, accounting and commercial laws. Where we cease to operate a product or service, we will notify you and, within a reasonable period, delete or anonymize the relevant personal data. Backups and cached copies are deleted or overwritten in the ordinary course. If you close your account, we will delete or anonymize your personal data, except to the extent retention is required by law.

## 10. SECURITY

We use appropriate technical and organizational measures to protect your personal data, including encryption in transit (such as TLS/SSL), pseudonymization and anonymization, access controls based on the principle of least privilege, logging and monitoring, and security training for personnel. We also maintain incident-response procedures.

**If a personal data breach occurs, we will act promptly and, where required by GDPR, notify the competent supervisory authority (generally within 72 hours of becoming aware) and, where the breach is likely to result in a high risk to your rights, notify you.** No method of transmission or storage is completely secure, and we cannot guarantee absolute security.

## 11. YOUR PRIVACY RIGHTS

Wherever you are located, you shall enjoy full control over your personal data. Accordingly, we offer the following rights to all users of ArtArk as a unified global standard.

### 11.1 Right to Information and Access

You have the right to confirm whether we process your personal data, obtain a copy of such data, and be informed of the categories of data, purposes of processing, recipients, retention periods and your available rights.

### 11.2 Right to Rectification and Completion

You have the right to request us to rectify inaccurate or incomplete personal data and update out-of-date data.

### 11.3 Right to Erasure

You may request us to erase your personal data where the data is no longer necessary for processing, you withdraw your consent, or the processing is unlawful, unless otherwise required by law.

### 11.4 Right to Restriction of Processing

Under specific circumstances, you have the right to request us to restrict the processing of your personal data; save as permitted by law, we will only retain such data and refrain from any further processing.

### 11.5 Right to Data Portability

You have the right to receive the personal data you have provided to us in a structured, commonly used and machine-readable format and, where technically feasible, to request transmission of such data to another service provider.

### 11.6 Right to Object

Based on your particular situation, you have the right to object to processing carried out on the basis of our legitimate interests (including profiling), and you may at any time object to processing for direct marketing purposes.

### 11.7 Right with Respect to Automated Decision-Making and Profiling

You are entitled to appropriate safeguards in respect of decisions based solely on automated processing, including profiling, that produce legal or similarly significant effects on you, including the right to human intervention, to express your views and to contest such decisions.

### 11.8 Right to Withdraw Consent

Where processing is based on your consent, you may withdraw such consent at any time. Withdrawal shall not affect the lawfulness of processing carried out prior to withdrawal.

**11.9 Right to Opt Out of Sale and Sharing**

You have the right to opt out of any sale or sharing of your personal data, including the use of identifiers for cross-context behavioural advertising. We respect recognised opt-out preference signals such as the Global Privacy Control (GPC) and will not discriminate against you as a result.

**11.11 Right to Non-Discrimination**

You will not be denied goods or services, charged different prices, or provided with a lower level of service for exercising your privacy rights, except for distinctions permitted by law.

**11.12 Right to Limit Use of Sensitive Personal Data**

You have the right to request that we limit our use of sensitive personal data to what is necessary for providing the services or otherwise permitted by law.

We may take reasonable measures to verify your identity. You may also submit requests through an authorised agent. Unless a request is manifestly unfounded or excessive, we will not charge a fee and will respond as promptly as possible within the time limits prescribed by applicable law. If we are unable to grant your request, we will state our reasons and inform you of available avenues for appeal or complaint.

## 12. CHILDREN

ArtArk is intended for adults and is not directed to children under the applicable minimum age (generally 16 years, or such other age required by local law). If you are under 18, you should use ArtArk only with the consent of a parent or guardian. We do not knowingly collect personal data from children without such consent. If we learn that we have collected a child's personal data without legally required consent, we will delete it promptly. Parents or guardians who believe their child has provided personal data may contact us at privacy@artark.ai.

## 13. THIRD-PARTY PRODUCTS AND SERVICES

Parts of ArtArk may use third-party products and services or link to third-party websites, platforms or software development kits. When you access or use those third-party services, their own terms and privacy policies apply. We do not control, and are not responsible for, the content or privacy practices of third parties.

## 14. CHANGES TO THIS POLICY

We may update this Policy from time to time. The revised Policy will be posted on ArtArk and will take effect on the indicated effective date. If a change materially affects your rights, we will provide a prominent notice (for example, by announcement or in-product message) and, where required by law, obtain a fresh consent. If you do not agree with the revised Policy, you should stop using ArtArk; your continued use after the effective date constitutes acceptance of the revised Policy.

## 15. CONTACT US

If you have any questions about this Policy, or wish to exercise your privacy rights, please contact us through the details below. We will respond within the periods required by applicable law and, in any event, promptly.

Email: privacy@artark.ai

## APPENDIX A: PERSONAL DATA COLLECTION LIST

The following table summarizes the personal data collected in the principal scenarios in which you use ArtArk.

| Scenario | Categories of personal data | Purpose | Method |
|---|---|---|---|
| Registering an account | Email address; password; username or display name; for third-party sign-in, name, email and account identifier | Complete account registration | Provided or authorized by you |
| Signing in | Email address and password; third-party account identifier | Authenticate sign-in to ArtArk | Provided or authorized by you |
| Completing or updating profile | Username; profile picture; bio; optional profile information | Complete or update your profile | Provided by you |
| Creator payouts and revenue sharing | Full legal name; identification number; facial recognition data | Verify identity and safeguard funds | Provided by you |
| Using the AI-generation functions | Input; Output | Provide the AI-generation functions | Provided by you or generated by the model |
| Model optimization and service improvement | Input; Output; usage data | Optimize models, services and products | Provided by you, generated, or auto-collected |
| Operations and security | Device model; OS version; device identifiers; IP address; software version; operation logs; crash and performance data | Analyse operation and maintain secure, stable service | Auto-collected or authorized |
| Payment | Payment result; order information | Confirm payment and complete subscription services | Provided by the payment processor |