

# Battlefront - Fraud in the Age of AI Design Sprint

## Participant Agreement

BY PARTICIPATING IN OR BY APPLYING FOR THE BATTLEFRONT - FRAUD IN THE AGE OF AI DESIGN SPRINT (THE “SPRINT”), THE PARTICIPANT (“YOU” OR “YOUR”) HEREBY AGREES TO THESE TERMS AND CONDITIONS, WHICH CONSTITUTE A LEGALLY BINDING AGREEMENT (THIS “AGREEMENT”) BETWEEN YOU AND THE ALLIANCE FOR INNOVATIVE REGULATION (HEREAFTER REFERRED TO AS THE “ORGANIZERS”).

**Date:** June 23-24, 2025 (the “Sprint Period”).

**Location:** The Battlefront - Fraud in the Age of AI Design Sprint will be held in-person at the Convene Hamilton Square, Washington, DC. Remote participation is available on the second day of the Event (for observers only).

**Participation:** Open to individuals who are interested in working to solve a use case in collaboration with others and design prototypes to present to a panel of judges. You are not permitted to apply as part of a company or on behalf of an employer. In connection with the Sprint, you may create or develop original solutions, ideas, prototypes, datasets, scripts, improvements or other intellectual property, content, materials, discoveries or inventions (“Submissions”). The Submissions you develop will be evaluated by judges, advisors, peers and/or facilitators, and any recognition of such Submissions will be determined at the sole discretion of such evaluators. You hereby acknowledge and agree that any and all Submissions created or developed by you in connection with the Sprint may be shared and made publicly available.

You must apply as an individual and meet the Eligibility criteria below, and will be expected to collaborate with other individuals trying to solve the use cases. During the application process, you may identify various team roles that may be of interest, however, the Organizers will have sole discretion to accept your application, curate teams and define the roles of participants with a focus on diversity of knowledge, skills, and interests.

You are expected to participate in all two days of the Sprint, in its entirety, in-person. If you are unable to participate in all two days of the Sprint, you must notify the Organizers of this information at least two weeks in advance of the Sprint and hereby acknowledge and agree that the Organizers retain the right to replace any participant who is unable to attend the Sprint in its entirety.

Your participation in the Sprint is voluntary.

You hereby acknowledge that there are three (3) different roles that can be applied for as listed below:

1. **Participants:** These individuals will be embedded in a team. They will work on a specific use case and actively contribute to the development of solutions and outcomes to be leveraged by interested stakeholders of the ecosystem. There are a limited number of slots available for participant roles.
2. **Experts:** These individuals will not be assigned to a specific team but will be available to provide subject matter expertise input when consulted by participants (as described above). They will be called upon as needed to contribute insights that support and enhance team discussions. There are a limited number of slots available for expert roles.
3. **Observers:** These are individuals who will not participate in any of the discussions but will observe the concluding proceedings on day-2 and gather insights from the discussions and outcomes, either in-person or virtually. There are a limited number of slots available for observer roles.

You hereby acknowledge and agree that your participation in the Sprint, without regard to the role you apply for, is subject to the terms and conditions provided herein.

### Eligibility and Selection:

- You must be: (i) above the age of majority in the country, state, province or jurisdiction of residence at the time of entry and (ii) not a person under U.S. export controls or sanctions.
- You must submit a complete application form, which includes acknowledgement and acceptance of this legally binding Agreement.
- Your application must be submitted by **11:59 pm PT on 31 May 2025** for you to be considered for participation.
- Experience in one or more of the following areas is desired:
  - Experience working in financial services, financial regulation / policy, and/or risk and compliance subject to the use-cases of the Sprint; and
  - Experience in technology, product development, data science, privacy / information security, and/or user-centered design.
- Teams will be formed at the sole discretion of the Organizers to ensure each team is comprised of participants with various skill sets and experience. Because of this, and due to limited capacity, it may not be possible to accommodate your participation. If you are not selected to serve on a team, you are invited to attend the Demo Day virtually.

**Recognition:** No prize money will be awarded to individuals, participants, or teams as a result of their participation in the Sprint. A summary of presentations will be published following the Sprint (format TBD). Sprint judging categories may include:

<b>Fast:</b>	Quickest to market
<b>Jump:</b>	Most potentially impactful/transformational
<b>Eureka:</b>	Most exciting/surprising due to creativity
<b>Audience Favorite:</b>	Most votes from the audience (may include both in-person and virtual attendees)

**Hardware and Software:** You will be granted access to certain relevant technology tools needed for the Sprint, including public collaboration and design tools of the Organizers' choice, and hereby acknowledge and agree that you must create an account in connection therewith as needed. The Organizers retain the right to prohibit the use of technology tools they deem inappropriate, in their sole discretion, based on a reasonable and good faith determination by

the Organizers. If you wish to use any tools that are not publicly available, you must seek prior approval from the Organizers.

You hereby acknowledge and agree that it is your responsibility to supply your own hardware (laptop/computer) for the Sprint.

**GENERAL CONDITIONS:** You are entirely responsible for all costs associated with your participation in the Sprint, including, but not limited to, travel, transportation, accommodation and living costs. Your Submissions must be received before the end of the Sprint Period, and you hereby acknowledge and agree that Submissions may be voided if they are, in whole or in part, illegible, incomplete, damaged, altered counterfeit, obtained through fraud, or late, in each case, as determined by the Organizers in their sole discretion.

You hereby acknowledge and agree that the Organizers are not responsible for any malfunction of the Sprint site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Submissions or other application or entry materials due to system errors, failed, incomplete or garbled computer or other telecommunications transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunctions(s) of any telephone or network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the internet or any combination thereof or any other cyber incident which may limit your ability to participate.

If, for any reason, the Sprint is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cyber incident or any other cause which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sprint, the Organizers reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sprint. The Organizers further reserve the right to disqualify you if the Organizers determine, in their sole discretion, that you tampered with the Submission process or any other part of the Sprint. Any attempt by you to deliberately damage any website, or undermine the legitimate operation of the Sprint is a violation of criminal and civil laws and should such an attempt be made, the Organizers reserve the right to seek damages from you to the fullest extent of applicable law.

All federal, state, provincial and local laws and regulations apply. The Organizers reserve the right to disqualify you from the Sprint if, in the Organizers' sole discretion, the Organizers reasonably believe you have attempted to undermine the legitimate operations of the Sprint by cheating, deception, or other unfair playing practices or annoyed, abused, threatened or harassed any other participants, the Organizers, or the judges. The Organizers are not responsible for, and will not assist in resolving, any disputes between team members or Participants.

**ELIMINATION:** Any false information you provide within the context of the Sprint concerning identity, mailing address, phone number, email address, ownership of right or non-compliance with this Agreement or the like may result in your immediate elimination from the Sprint.

**NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Nothing herein shall constitute an offer or contract of employment, joint venture, or partnership relationship between you and the Organizers, their agents, or partner companies. You hereby acknowledge and agree that you have submitted your Submission voluntarily and not in confidence or trust. You further hereby acknowledge and agree that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and the Organizers, their agents, or partner companies, and that no such relationship is established by your Submission for purposes of the Sprint.

**INTELLECTUAL PROPERTY RIGHTS:** You hereby acknowledge and agree that your Submissions, in whole or in part, may be released into the public domain without any additional consideration. Additionally, you hereby grant to the Organizers, their agents and partner companies, and the public at large a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license under any intellectual and industrial property rights you create or develop for purposes of the Sprint or in connection with your Submissions to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display your Submissions.

For purposes of the Sprint, you must not infringe, misappropriate, or violate any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including, without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality rights or obligations. Your Submissions must not contain any confidential, proprietary or other sensitive information, including but not limited to any third-party personal information or any third party's intellectual property. Further, you cannot in any way copy protected software code that already exists, and submit it as part of a work product or software code (for clarity, you can use open source software code, provided that such use adheres to applicable open source licensing requirements) and must not contain anything that is or may be illegal or be in any way improper. Participants must not use any copyright, trademark, patent, trade secret, personal or confidential information or other proprietary right except as permitted under applicable law.

**PERSONAL DATA:** You hereby acknowledge and agree that by participating in or applying for the Sprint, you have read and understood and agree to be bound by the Organizers' privacy notice attached hereto as Exhibit A (the "Privacy Notice") and consent to all collection and processing of your personal data (as defined therein) as provided therein.

**WARRANTY:** You hereby represent and warrant to the Organizers that your Submissions are your own original work, or that you have obtained all necessary permissions to incorporate work that is not your own into their Submission, and that you have the right to submit your Submissions in the Sprint and grant all licenses and rights granted hereunder.

You agree not to submit any Submissions that: (i) infringe, misappropriate or violate any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including, without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality rights or obligations; or (ii) otherwise violate the applicable state, federal, provincial or local laws or regulations.

**REWARDS/PRIZES:** Not Applicable

**TAXES:** Payments to potential Reward recipients are subject to the express requirement that they submit to the Organizers all documentation requested by the Organizers to permit them to comply with all applicable state, federal, local, and foreign (including provincial) tax reporting and withholding requirements. All Rewards will be net of any taxes the Organizers are required by law to withhold. All taxes imposed on Rewards are the sole responsibility of the Reward recipients. In order to receive a Reward, potential Reward recipients must submit the tax documentation requested by the Organizers or otherwise required by applicable law, to the Organizer or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential Reward recipient's country of residence. The potential Reward recipients are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a potential Reward recipient fails to provide such documentation or comply with such laws, the Reward may be forfeited and the Organizer may, in its sole discretion, return the Reward to the total Reward pool.

**PUBLICITY:** You hereby grant and authorize the Organizers the right to take, edit, alter, copy, exhibit, publish and make use of your name, image, likeness and biographical information,

including, but not limited to, all pictures or videos taken of you during the Sprint, for promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social media sites, and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats and markets now known or hereafter devised and shall continue indefinitely without additional compensation, unless prohibited by applicable law.

**INDEMNITY AND LIABILITY:** You hereby acknowledge and agree that under no circumstances will the Organizers be liable for any direct, incidental, indirect, special, punitive or consequential damages in connection with, arising out of or relating in any way to the Submissions, the Sprint and/or this Agreement.

You hereby agree to indemnify, defend and hold the Organizers, their affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, their partner companies, the judges and any other organization or individual related to the Organizers or the Sprint harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in or application for the Sprint or acceptance or use of a prize or parts thereof, including: (i) your violation of any third-party rights, including any claim that your Submissions infringe, misappropriate or violate any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality rights or obligations; (ii) any disputes between you and other Sprint participants or judges; (iii) your participation in or application for the Sprint; (iv) your breach of this Agreement; (v) any breach of your representations and warranties set forth in this Agreement; (vi) your violation of any applicable laws or regulations; and (vii) your fraud, gross negligence or willful misconduct. Notwithstanding the foregoing, the Organizers reserve the right to assume the exclusive defense and control of any matter for which you are required to indemnify the Organizers, and you agree to cooperate with the Organizers' defense of such claims.

You hereby release the Organizers, their affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, their partner companies, the judges and any other organization or individual related to the Organizers or the Sprint from any and all claims or liability arising from or in connection with your participation in or application for the Sprint or acceptance or use of a prize or parts thereof, including (i) any condition or event beyond the Organizers' control that may cause the Sprint to be disrupted or corrupted; (ii) any injuries, losses, or damages (direct, indirect or otherwise) of any kind arising in connection with or as a result of the Sprint a prize, or acceptance, possession, or use of the prize, or from your participation in or application for the Sprint; (iii) any printing or typographical errors in any materials associated with the Sprint; (iv) technical errors that may impair ability to participate in the Sprint ; (v) errors in the administration of the Sprint; (vi) any activity by the Organizers in accordance with the Privacy Policy; and (vii) any information or content you provide to third parties, including third-party technology or platforms, in connection with your participation in or application for the Sprint.

**JUDICIAL PROCEDURES:** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the District of Columbia, United States of America, excluding all conflict of laws rules. If any provision(s) of this Agreement are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, you hereby acknowledge and agree the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims

resulting from or in connection with the Sprint are hereby excluded, and you hereby expressly waive any and all such rights.

By entering the Sprint, you hereby agree that the exclusive jurisdiction for any dispute, claim, or demand related in any way to the Sprint will be decided by binding arbitration. All disputes between you and the Organizers of whatever kind or nature arising out of this Agreement, shall be governed by the Federal Arbitration Act (FAA) or, if the FAA does not apply, then by a mutually agreed upon arbiter held in the District of Columbia, (Washington D.C.) before a single arbitrator, in accordance with the mutually agreed upon arbiter's rules, regulations, and requirements. Any arbitral award determination shall be final and binding you and the Organizers. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

For any further queries, please contact the Organizers at [events@regulationinnovation.org](mailto:events@regulationinnovation.org).

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## Exhibit A

### NOTICE OF PRIVACY POLICY & PRACTICES

Last Updated: 4/8/2025

#### Commitment to Privacy

The Alliance for Innovative Regulation Institute, a District of Columbia nonprofit corporation, (collectively, “AIR,” “we,” “us” or “our”) is committed to responsibly handling personal data<sup>1</sup> that we collect or otherwise process regarding individuals who access or use our services, or otherwise interact with us in connection with (including by applying to, registering for or otherwise participating in) any events we organize, co-sponsor or otherwise participate in, such as sprints, convenings and podcasts (such events, “Events” and such individuals, “you” or “your”).

Our intention with this privacy policy (this “Privacy Policy”) is to provide you with clear, transparent and easily understandable information about how AIR uses and otherwise processes your personal data, and certain rights you may have relating to such use and other processing. We reserve the right to change this Privacy Policy at any time, as circumstances or requirements change. All updates are effective immediately when we provide them to you and they apply on a go-forward basis.

#### Collection of Personal Data

Certain personal data collected by or on behalf of AIR about you is obtained directly from you, and generally comes from correspondence with you (including, but not limited to, any registration forms and other written, telephone, videoconference or electronic contacts) regarding your access or use of our services or your interactions with us or with non-affiliated third parties. AIR also may collect or receive personal data about you from third parties such as AIR’s business partners (including our partners in organizing or co-sponsoring Events), service providers, vendors, and publicly available sources such as company websites and social media accounts. The personal data we collect about you in the course of your interactions and correspondence with AIR and its representatives includes, but is not limited to, the following:

- basic personal details, including, but not limited to, your name and address (and proof of name and address), email address, telephone number, any other contact details you may supply;
- details of any organization you may represent and your title within such organization;
- personal characteristics, including, for example, your signature and physical characteristics or description;

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<sup>1</sup> For the purposes of this Privacy Policy, the term “personal data” has the meaning given to such term (or to terms of similar intent, such as “personal information”) under applicable laws and regulations, as and to the extent applicable to your rights and our obligations with respect to such information, including (as and to the extent applicable) “personal data” as defined under the General Data Protection Regulation (EU) 2016/679 or the UK General Data Protection Regulation (i.e., the General Data Protection Regulation (EU) 2016/679 as implemented into the laws of the United Kingdom).

- photos, video and audio recordings of you during Events;
- opinions or statements provided by you or about you during Events;
- records of all communications, including, for example, recordings of your attendance (or your representative's attendance) at certain Events or meetings/phone calls, and electronic communications with AIR staff and meeting notes;
- details of any complaints made by you with respect to your dealings with the relevant business partner, service provider or other third party; and
- details of your interactions with the relevant business partner in connection with the services we may provide to you in conjunction with such business partner.

We also collect certain personal data through automatic means when you access or use our services or otherwise interact with us, including the access and use of our websites and other platforms we provide related to the Events. Such personal data using these automatic means may include IP address of the device you use to connect to the Internet, hardware and software settings and configurations, time and date that you accessed or used the website or platform, browser type and language, and the website pages accessed.

In the course of your access or use of our services or your interactions with us, including your participation in Events, you may access or use services, websites or platforms provided by, or otherwise interact with, non-affiliated third parties, such as our service providers and our partners in organizing or co-sponsoring Events. AIR does not control or endorse the services, websites or platforms provided by such third parties, and you acknowledge and agree that AIR has not reviewed the content, quality or other materials that are included in such third-party services, websites or platforms and is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use thereof. Further, such third parties' collection or other processing of personal data is governed by their respective privacy policies, and you should review any privacy policies of such third parties for further details on how such third parties collect or otherwise process personal data.

### **Use of Personal Data Collected**

AIR uses your personal data to operate its business and for the purposes for which it was provided, including as follows:

- to provide services and information that you have requested or indicated interest in (including, for example, allowing you to register for, interact with and participate in Events);
- to contact you for fundraising and administrative purposes, such as troubleshooting, improving or personalizing our services
- to send you promotional materials, such as our newsletter and information regarding Events,
- to determine your eligibility to participate in Events;



- to understand and analyze the demographics, usages trends and preferences of individuals who access or use our services, including by participating in the Events;
- to confirm your identity;
- to diversify and balance teams of participants in the Events;
- to detect and prevent misuse or abuse of our services, websites and platforms we provide;
- to collect and process payments;
- to promote the Events, in blogs, social media, websites and other mediums;
- to generate leads for fundraising purposes and to conduct fundraising, including with personal data we may receive from or share with third parties;
- to fulfill our contractual obligations to other third parties to whom you have provided your personal data;
- to operate our IT systems and safeguard their security;
- for AIR's internal business administration, record keeping, and security purposes;
- for legal and regulatory compliance purposes including, for example, as necessary to respond to governmental, regulatory or law enforcement agency requests or comply with requirements relating to anti-money laundering, politically exposed persons and sanctions checks; and/or
- to provide information, on a need to know basis, to future or potential purchasers or merger partners of all or a portion of AIR, or to provide information as may be necessary in connection with other corporate transactions, such as financings or restructurings.

AIR generally does not send marketing messages; however, from time to time, AIR will provide you with information on fundraising activities or other Events sponsored by us. You have the right to ask us not to send you marketing messages by post, telephone or e-mail or any combination of these at any time; however you acknowledge that such information may be included in general update letters and while you may choose not to receive such updates, we are under no obligation to provide redacted versions of such letters or otherwise create separate reports on your behalf excluding such marketing information. You can also let us know at any time that you wish to change your mind and to start receiving such messages. You can do this by replying directly to the marketing message or at any time by contacting us.

We may aggregate, anonymize or otherwise de-identify your personal data and use it for any purpose permitted by applicable laws and regulations, and we may use information that does not personally identify you for any purpose, except where we are required to do otherwise under applicable laws and regulations. We also may use your information for any other purposes disclosed to you at the time of collection, that you have previously authorized, or with respect to which you subsequently provide your consent.

## **Consequences of Failing to Provide Personal Data**

Providing your personal data is voluntary. If you do not agree with our processing of your personal data as set forth in this Privacy Policy, you should not submit your personal data to us. However, where personal data is required to satisfy an obligation to comply with applicable laws or regulations or a contractual requirement or to participate in an event, failure to provide such personal data may result in your ability to access or use our services, including participation in the Events. Where there is suspicion of unlawful activity, failure to provide personal data may result in, to the extent permitted under applicable laws and regulations, the submission of a report to the relevant law enforcement agency or supervisory authority. Further, if you exercise your rights in such a manner to prevent us from processing your personal data, please note that we may not be able to perform some of the tasks we need in order to provide certain services to you, including allowing you to participate in Events.

## **Disclosure of Personal Data**

We do not disclose any personal data about you except as detailed in this Privacy Policy. We disclose your personal data to the following categories of third parties:

- vendors and service providers in order for them to provide us with certain services, including, but not limited to: (i) legal counsel, (ii) accountants, (iii) audit firms, (iv) banks, (v) administrators, (vi) tax consultants, (vii) tax preparers, (viii) financial advisors, (ix) persons or entities that are assessing our compliance with industry standards, (x) vendors or service providers supporting our IT systems, (xi) payment processors, (xii) event organizers and (xiii) other contractors or consultants;
- third parties for purposes of complying with various reporting obligations, and for business, fundraising or marketing purposes, such as sharing event registration data with our business partners (including our partners in organizing Events) and confirming your participation in Events;
- law enforcement agencies and regulators, government agencies or departments or competent authorities of the U.S. or of other countries who request or require such information;
- any person or entity, including, without limitation, any governmental agency, regulatory authority (including, for example, the U.S. Securities and Exchange Commission) or self-regulatory organization having jurisdiction over us, if (i) we determine in our discretion that such disclosure is necessary or advisable pursuant to or in connection with any United States federal, state or local, or non U.S., law, rule, regulation, executive order or policy, including, without limitation, any anti-money laundering law, the USA PATRIOT Act of 2001 or any subpoena, court order or judicial process, and (ii) such disclosure is not otherwise prohibited by applicable law, rule, regulation, executive order or policy; and
- future or potential purchasers or merger partners (i) for due diligence purposes on a need to know basis, (ii) as necessary for pre-closing integration planning, or (iii) in connection with the consummation of a sale or merger transaction; and/or

- current, future or potential lenders or other relevant persons as necessary in connection with other corporate transactions, such as financings or restructurings.

In addition, we may disclose personal information directly to law enforcement, regulators or competent authorities, or indirectly to our advisers or service providers who may make such filings or disclosures on our behalf, as follows:

- if we reasonably consider that such disclosure is necessary or advisable to help prevent or detect fraud or other crimes or to protect our rights, property or safety, or that of our business partners, event participants or others; or
- if we are under a duty to disclose or share your personal data with tax authorities, who may transfer your personal data to the government or the tax authorities in another country where you may be subject to tax.

### **Personal Data of Children**

We do not allow children under thirteen (13) years of age to use our services, and we do not knowingly collect or process personal data from persons under thirteen (13) years of age, and no part of our services are directed to persons under thirteen (13) years of age. If you are under thirteen (13) years of age, then please do not use or access our services at any time or in any manner. If we learn that personal data has been collected through our services from persons under thirteen (13) years of age and without verifiable parental consent, then we will take steps to delete this personal data. If you are a parent or guardian and discover that your child under thirteen (13) years of age has provided us with personal data, please contact us as described herein to request that we delete the personal data from our systems.

### **Data Retention**

Personal data processed by us will be kept for at least as long as is required for the purpose for which it was collected and otherwise in order to meet our statutory, regulatory, or other obligations under applicable laws and regulations. Further details of our data retention policy is available by contacting us. When determining relevant retention periods, we take into account factors, including, but not limited to, the following:

- our contractual and business relationships with you;
- compliance obligations under applicable laws and regulations to retain personal data for a certain period of time;
- the amount, nature and sensitivity of your personal data;
- the potential risk of harm from unauthorized processing of your personal data;
- statutes of limitation under applicable laws;
- active or potential disputes; and
- guidelines issued by relevant supervisory authorities.

## **Data Security**

We acknowledge that the personal data you provide may be confidential, and we maintain policies and procedures designed to maintain the confidentiality of and protect your personal data in accordance with our normal procedures and applicable laws and regulations.

Unfortunately, the storage and transmission of electronic information is not completely secure. Although we strive to protect your personal data, we cannot guarantee the security of information stored on our or our service providers' servers or transmitted via email; you transmit personal data to us at your own risk.

## **Additional Information for Individuals Whose Personal Data is Subject to the GDPR or the UK GDPR**

Residents of the European Economic Area ("EEA") and the United Kingdom ("UK" and such residents of either, "EEA/UK Residents") have certain rights with respect to their personal data<sup>2</sup> pursuant to the General Data Protection Regulation (EU) 2016/679 ("GDPR") or the UK General Data Protection Regulation (i.e., the GDPR as implemented into UK law, the "UK GDPR"), as applicable and as further described in this section.

For the purposes of applicable data privacy legislation, AIR is a "controller" of EEA/UK Residents' personal data. We may transfer, use, store and/or otherwise process your personal data outside of the EEA or the UK, primarily in the U.S. (and may do so in certain other countries), and the laws of the U.S. and certain other destination countries may not offer the same standard of protection for personal data as countries within the EEA or UK. EEA/UK Residents' personal data also may be processed by staff operating outside the EEA or UK who work for us or for one of our vendors (for example, those who supply support services to us).

In cases of cross-border transfers to countries outside of the EEA or UK, as applicable, if your personal data will be processed in a country with laws that may not be equivalent to, or as protective as, the laws of your home country, AIR will take appropriate steps, in accordance with

applicable laws and regulations, to require or maintain an adequate level of protection and security for your personal data. For additional information regarding such steps, please contact us using the details set forth at the end of this Privacy Policy.

### *1. Our bases for collecting and using personal data*

We are entitled to use your personal data in the ways set out in this Privacy Policy on the following bases:

- the use of personal data is necessary for the performance of a contract with you for provision of our products and/or services or to take steps at your request prior to entering into such a contract;
- we have legal obligations that we are required to discharge;
- the use of your personal data is necessary for our legitimate interests;

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<sup>2</sup> For the purposes of this section, "personal data" has the meaning given to such term in the GDPR or UK GDPR, as applicable.

- you have consented to such use; and/or
- to establish, exercise or defend our legal rights for the purposes of legal proceedings.

If we require your consent to process your personal data and you choose to provide your consent with respect to certain processing of your personal data, you can withdraw such consent at any time by contacting us.

## *2. Your rights in connection with personal data*

Under certain circumstances, by law you have the right to:

- request access to your personal data;
- request correction of the personal data that we hold about you;
- object to processing of your personal data where we are relying on a legitimate interest (or that of a third party);
- request erasure of your personal data;
- request the restriction of processing of your personal data; and/or
- request the transfer of your personal data to another party in a machine-readable, commonly used and structured format.

If you want to exercise any of these rights, please contact us using the details set forth at the end of this Privacy Policy. The various rights are not absolute and each is subject to certain exceptions or qualifications. For example, if you wish to withdraw your consent or object to processing, we may need to discuss with you whether our use of your personal data needs to continue for other lawful purposes, such as fulfilment of a legal or contractual requirement.

We will respond to your request within one month of receipt of your request. In some cases, we may not be able to fulfil your request to exercise the right before this date, and may need to request more time. Where we cannot provide a full response to you for any reason, we will let you know about this in our initial reply to your request.

## *3. Your duty to inform us of changes*

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your working relationship with us.

## *4. Fees*

You will not have to pay a fee to access your personal data (or to exercise any of the other above-listed rights). In some cases, we may charge a reasonable fee if your request for access is clearly unfounded or excessive, or if you request multiple copies of the relevant information. Alternatively, we may refuse to comply with the request in such circumstances.

## *5. What we may need from you*

To access your personal data (or to exercise any of the other above-listed rights), we may need to request specific information from you to help us confirm your identity and ensure your right to access the personal data (or to exercise any of your other above-listed rights). This is another appropriate security measure designed to ensure that personal data is not disclosed to any person who is not entitled to receive it.

## *6. Right to complain*

If you wish to request further information about any of the above-listed rights, or if you are unhappy with how we have handled your personal data, please contact us using the details set forth at the end of this Privacy Policy. If you are not satisfied with our response to your complaint or believe our processing of your information does not comply with the GDPR, UK GDPR or other applicable data privacy legislation, you can make a complaint to the supervisory authority in your country. For example, in the UK you should contact the Information Commissioner's Office: <https://ico.org.uk/global/contact-us/> or 0303 123 1113.

## **Additional Information for Individuals Whose Personal Data is Subject to the Data Privacy Laws of Other Jurisdictions**

To the extent that data privacy laws other than the GDPR or UK GDPR apply to our collection, use, disclosure or other processing of your personal data, you may have certain rights with respect to such personal data (including, depending on the jurisdiction, rights that may be comparable to those of EEA and/or UK residents, as described above). In such case, we will follow such other applicable data privacy laws with respect to your rights, and the description herein of the rights of EEA and/or UK residents, as and to the extent applicable, shall be considered notice of your rights to the extent that we are required to provide you with such notice under such applicable data privacy laws.

## **Contact Us**

Should you have any questions or concerns relating to this Privacy Policy or the processing of personal data we hold about you, please contact us:

By post: 1331 4th St. SE, Apt 905, Washington, DC 20003

By phone: 203-560-9282

By email: [elise@regulationinnovation.org](mailto:elise@regulationinnovation.org)

By online form: <https://regulationinnovation.org/contact-us/>

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