

J O N O M O R L L C

O F F I C E O F T H E A R C H I T E C T

H.U.N.I.E. **Privacy Policy**

V E R S I O N

Version 1.1

E F F E C T I V E

May 4, 2026

P U B L I S H E D A T

hunie.ai/privacy

A N S W E R E N G I N E O P T I M I Z A T I O N ™ · A E O / G E O B
Y J O N O M O R ™ · A I V I S I B I L I T Y F R A M E W O R K ™

JONOMOR LLC · 2037 Ford Street, Brooklyn NY 11229 · hunie.ai · jonomor.com

Preamble

This Privacy Policy describes how JONOMOR LLC (“Jonomor,” “we,” “us,” or “our”) collects, uses, and shares personal information in connection with the H.U.N.I.E. (Hierarchical Unified Neural Intelligence Engine) system available at hunie.ai. This Policy applies to:

1. personnel of organizations holding active H.U.N.I.E. credentials issued under an executed AI Visibility Framework Licensing Program license agreement (“Customer Personnel”);
2. personal data that may appear within Customer Content transmitted to H.U.N.I.E. (“Customer-Submitted Personal Data”), to which this Policy applies in conjunction with the H.U.N.I.E. Data Processing Addendum at hunie.ai/dpa; and
3. visitors to hunie.ai who interact with the public-facing site (“Site Visitors”).

This Policy does not apply to data collected by third-party services, including those of NVIDIA Corporation (which operates under JONOMOR LLC’s NVIDIA Inception program membership for the Intelligence Layer), Railway, or Stripe, each of which operates under its own privacy policy.

Section 1 · Information We Collect

1.1 From Customer Personnel

When Customer Personnel use H.U.N.I.E. or interact with Jonomor in connection with the licensing relationship, we collect:

1. identification and contact information — name, email address, job title, organization, and other details provided at license execution or in subsequent correspondence;
2. authentication and audit information — the API key prefix associated with each Customer organization, request timestamps, IP address, user agent string, response codes, and request volumes recorded in our infrastructure logs; and
3. communication records — emails, support requests, and other written communications between Customer Personnel and Jonomor.

1.2 From Customer Content

Customer Content transmitted to H.U.N.I.E. through the API may contain personal data of data subjects whose information is processed by Customer (for example, end users of Customer’s services, employees, or contacts). With respect to Customer-Submitted Personal Data:

1. Customer is the controller (or business under California law);
2. Jonomor is the processor (or service provider) acting on Customer’s documented instructions, as set forth in the H.U.N.I.E. Data Processing Addendum;
3. Jonomor does not independently determine the purposes or means of processing Customer-Submitted Personal Data;

4. Jonomor stores Customer-Submitted Personal Data within Memory Nodes under Customer's namespace, processes it through the consolidation engine, and returns it to Customer in response to authenticated queries; and
5. data subject rights requests directed to Jonomor are forwarded to the responsible Customer for handling, except where applicable law requires Jonomor to respond directly.

1.3 From Site Visitors

When you visit hunie.ai, we collect:

1. technical data — IP address, browser type and version, referring URL, pages viewed, and timestamps;
2. cookies and similar technologies — strictly necessary cookies for site operation, and analytics cookies (where you consent) for understanding aggregate usage. Detailed cookie information is in Section 5; and
3. information you submit voluntarily — contact form submissions, email inquiries, or licensing program inquiries.

Section 2 · How We Use Information

We use the information described above for the following purposes:

1. Operating H.U.N.I.E. — authenticating requests, processing memory writes through the consolidation engine, returning query results, and performing system audit logging.
2. Servicing the licensing relationship — communicating with Customer about credentials, framework updates, support requests, billing, and license renewal.
3. Security and abuse prevention — detecting suspected credential compromise, abuse, or violations of the Acceptable Use Policy, and protecting the integrity of H.U.N.I.E. and the data of all Customers.
4. Compliance — meeting our obligations under applicable law, responding to lawful requests from regulators or law enforcement, and enforcing our agreements.
5. Service improvement — analyzing aggregate, de-identified usage patterns to improve the consolidation engine, query performance, and overall service reliability. Aggregate de-identified data is not subject to the data subject rights described in Section 6.
6. Marketing communications — with respect to Customer Personnel, sending periodic communications about the licensing program, framework updates, and Founders Club program activity, with an unsubscribe option in every such communication.

We do not sell personal information to third parties. We do not use H.U.N.I.E. Customer Content to train any artificial intelligence model, and we do not authorize NVIDIA, Railway, or any other Sub-processor to do so.

Section 3 · Legal Bases (GDPR / UK GDPR)

Where the EU/UK General Data Protection Regulation applies, our legal bases for processing are:

Processing purpose	Legal basis (GDPR Art. 6)
Operating H.U.N.I.E. for Customer Personnel	Article 6(1)(b) — performance of the License Agreement
Customer-Submitted Personal Data processing	Customer's legal basis as controller (Jonomor processes on documented instructions)
Security, abuse prevention, audit logging	Article 6(1)(f) — legitimate interest in protecting H.U.N.I.E. and Customers
Compliance with legal obligations	Article 6(1)(c) — legal obligation
Service improvement (aggregate, de-identified)	Article 6(1)(f) — legitimate interest
Marketing communications to Customer Personnel	Article 6(1)(f) — legitimate interest, with opt-out

Section 4 · Sharing of Information

We share information only as follows:

4.1 Sub-processors

We engage the following Sub-processors to operate H.U.N.I.E.:

Sub-processor	Function	Data category
Railway (Railway Corp.)	Hosting and Postgres database	Customer Content; Customer Personnel auth events; site visitor logs
NVIDIA Corporation	Intelligence Layer (Certification tier only) routing under JONOMOR LLC's NVIDIA Inception program membership — NemoClaw governance, Nemotron inference	Inference inputs and outputs from authenticated Customer requests
Stripe, Inc.	License Fee payment processing	Customer Personnel billing contact and payment information

Sub-processor	Function	Data category
Email service provider	Transactional and licensing-related email	Customer Personnel email addresses and message contents

The current list of Sub-processors is maintained at hunie.ai/subprocessors. Customers will be notified by email at the address designated at License Agreement execution at least thirty (30) days before any new Sub-processor is engaged that processes Customer-Submitted Personal Data, unless emergency circumstances require shorter notice.

4.2 Other recipients

We may share information with:

1. legal advisors and accountants under confidentiality obligations;
2. regulators, courts, and law enforcement when required by law or court order;
3. a successor entity in the event of a Jonomor merger, acquisition, or sale of substantially all assets, subject to the surviving entity continuing to honor this Policy or providing prior notice of any material change; and
4. third parties with the data subject's explicit consent.

Section 5 · Cookies

hunie.ai uses cookies and similar technologies as follows:

1. strictly necessary cookies — used to operate the site, maintain authentication state during a session, and remember consent preferences. These do not require consent under applicable law.
2. analytics cookies — used (where you consent in jurisdictions requiring consent) to gather aggregate, de-identified information about site traffic and usage. We do not use cookies for cross-site tracking, advertising, or behavioral profiling.

You may manage cookie preferences through your browser settings or the cookie banner displayed at first visit. Disabling strictly necessary cookies may impair site functionality.

Section 6 · Your Rights

6.1 Rights under GDPR / UK GDPR

If the EU/UK GDPR applies to you, you have the right to:

1. access your personal data and obtain a copy;
2. rectify inaccurate personal data;
3. request erasure (“right to be forgotten”), subject to lawful retention exceptions;
4. restrict or object to processing;
5. data portability — receive your personal data in a structured, commonly used format;

6. withdraw consent where processing is based on consent;
7. not be subject to a decision based solely on automated processing that produces legal or similarly significant effects — H.U.N.I.E. does not perform such automated decision-making with respect to data subjects; and
8. lodge a complaint with a supervisory authority in your jurisdiction.

6.2 Rights under CCPA / CPRA

If you are a California resident, you have the right to: (i) know what personal information we collect, use, share, and disclose; (ii) request deletion of personal information; (iii) correct inaccurate personal information; (iv) opt out of the sale or sharing of personal information — we do not sell or share personal information for cross-context behavioral advertising; (v) limit the use of sensitive personal information — we do not collect or use sensitive personal information for purposes that would trigger this right; and (vi) be free from retaliation for exercising any of the above rights.

6.3 How to exercise rights

To exercise any of the above rights, send a written request to ali@jonomor.com identifying yourself and the nature of the request. We will respond within thirty (30) days. Where you are exercising rights with respect to Customer-Submitted Personal Data and Jonomor is the processor, we will forward the request to the responsible Customer and inform you that the Customer is the appropriate respondent.

Section 7 · Data Retention

We retain personal information as follows:

Category	Retention period
Customer Personnel contact and authentication data	For the duration of the License Agreement, plus up to 7 years for tax, audit, and legal-hold purposes
Customer Content (Memory Nodes)	For the duration of the License Agreement; 90-day archive following Disconnection; thereafter deleted from production storage
System audit logs	Up to 7 years for security and compliance purposes
Aggregate, de-identified usage telemetry	Indefinitely; not associated with identifiable persons
Backup archives	Up to 35 days; overwritten in ordinary course
Site visitor logs	Up to 365 days, unless retained longer for security investigation

Section 8 · International Data Transfers

H.U.N.I.E. infrastructure is hosted by Railway in the United States. Customer Personnel and Customer-Submitted Personal Data may therefore be transferred to and processed in the United States. Where personal data subject to the EU/UK GDPR is transferred outside the EU/UK, we rely on the following transfer mechanisms:

1. Standard Contractual Clauses adopted by the European Commission (Module 2 — controller-to-processor; Module 3 — processor-to-processor as applicable), incorporated by reference into the H.U.N.I.E. Data Processing Addendum;
2. the UK International Data Transfer Addendum to the Standard Contractual Clauses, where the UK GDPR applies; and
3. supplementary measures including encryption in transit (TLS), encryption at rest, access controls, and audit logging.

A copy of the SCCs may be obtained by request to ali@jonomor.com or accessed through the H.U.N.I.E. Data Processing Addendum at hunie.ai/dpa.

Section 9 · Security

We implement administrative, technical, and physical safeguards designed to protect personal information against unauthorized access, disclosure, alteration, or destruction. Specific measures include encryption in transit (TLS 1.2+), encryption at rest for the H.U.N.I.E. Postgres database, role-based access controls within Jonomor, audit logging of administrative access, periodic credential rotation, and segregation of Customer namespaces. No system is impenetrable; we cannot guarantee absolute security.

In the event of a security incident affecting personal data, we will notify affected Customers and, where required by law, supervisory authorities and data subjects within the timelines required by applicable law.

Section 10 · Children

hunie.ai is not directed to children under the age of 13 (or under the age of 16 in jurisdictions applying the GDPR threshold). We do not knowingly collect personal information from children. If you believe a child has provided personal information to us, please contact ali@jonomor.com and we will take appropriate steps.

Customers shall not transmit Customer Content to H.U.N.I.E. that includes information about children below the applicable threshold without first executing a separate written agreement specifically addressing children's data, as set forth in Section 4.3 of the H.U.N.I.E. Terms of Use.

Section 11 · Changes to this Policy

We may update this Policy from time to time. The “Effective” date in the footer indicates the latest revision. Material changes will be communicated by email to Customer technical contacts and posted at hunie.ai with not less than thirty (30) days’ notice prior to the effective date. Continued use of H.U.N.I.E. following the effective date constitutes acceptance of the updated Policy.

Section 12 · Contact and Data Protection

For questions about this Policy, to exercise data subject rights, or to contact our data protection function:

Email: ali@jonomor.com

Postal: JONOMOR LLC, 2037 Ford Street, Brooklyn, NY 11229

Web: hunie.ai/privacy

JONOMOR LLC has not, as of this Policy’s effective date, designated a Data Protection Officer under GDPR Article 37, having determined that the criteria for mandatory designation are not met. Jonomor will reassess this determination periodically as the licensing program scales.

N O T I C E S

ANSWER ENGINE OPTIMIZATION™, AEO/GEO BY JONOMOR™, and AI VISIBILITY FRAMEWORK™ are trademarks of JONOMOR LLC, applied for in International Class 042 with the United States Patent and Trademark Office.

JONOMOR LLC is a member of the NVIDIA Inception program. This membership does not constitute NVIDIA endorsement of the AI Visibility Framework Licensing Program or any specific licensee arrangement.

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C O N T A C T

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