

# Privacy Policy

TFDWX | Senna Platform | Effective April 20, 2026

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TFDWX ("Company," "we," "us," or "our") operates the Senna platform ("Platform"). This Privacy Policy explains how we collect, use, disclose, and protect your personal information when you use the Platform. We are committed to protecting your privacy and handling your data responsibly.

This Privacy Policy applies worldwide. Where local laws impose additional requirements (including but not limited to the EU General Data Protection Regulation, the UK GDPR, the California Consumer Privacy Act, Brazil's LGPD, and other data protection laws), we comply with those requirements as set forth in the jurisdiction-specific sections below.

## 2. Information We Collect

### 2.1 Information You Provide

- **Account Information:** Name, email address, password (hashed), profile photo, biography, and professional details
- **Creative Content:** Music masters, stems, compositions, artwork, videos, metadata, lyrics, and other creative assets you upload
- **Rights Information:** PRO registrations (ASCAP, BMI, SESAC), publisher details, co-writer information, ownership splits, ISRC codes, and rights clearance documentation
- **Financial Information:** Payment method details (processed by our payment processor; we do not store full card numbers), billing address, payout information, and revenue split agreements
- **Communications:** Messages you send through the Platform, support requests, and feedback
- **Sync Deal Information:** Pitch submissions, deal terms, contract details, and licensee communications

### 2.2 Information Collected Automatically

- **Usage Data:** Pages visited, features used, actions taken (clicks, uploads, searches), credit transactions, session duration, and interaction patterns
- **Device Information:** IP address, browser type and version, operating system, device type, screen resolution, and language preferences
- **Log Data:** Server logs including timestamps, request URLs, response codes, and error messages
- **Cookies and Similar Technologies:** As described in our Cookie Policy

### 2.3 Information from Third Parties

- **Authentication Providers:** If you sign in via Google or Apple, we receive your name, email, and profile photo as authorized by you
- **Distribution Platforms:** Streaming metrics, play counts, and audience data from connected platforms (Spotify, Apple Music, YouTube, etc.) that you authorize
- **Payment Processors:** Transaction confirmation, payment status, and fraud detection signals

### 2.4 AI-Derived Information

When you use AI-powered features, we generate derived data from Your Content, including:

- **Hook Scores:** Numerical assessments of musical hook effectiveness
- **Genre & Mood Classifications:** Automated categorization of your music
- **Tag Suggestions:** AI-generated metadata tags
- **Audience Analytics:** Predicted audience demographics and behavior patterns
- **Sync Match Scores:** Compatibility ratings between your content and sync opportunities
- **Distribution Recommendations:** AI-suggested posting times, platforms, and strategies

This derived data is associated with your account and used to provide Platform services.

## 3. How We Use Your Information

We use your information for the following purposes:

### 3.1 Providing Platform Services

- Operating and maintaining your account
- Processing and storing Your Content
- Executing sync pitches and managing deals on your behalf
- Processing credit purchases and deductions
- Generating AI-powered analytics and recommendations
- Distributing content to connected platforms

### 3.2 Improving the Platform

- Analyzing usage patterns to improve features and user experience
- Training and improving AI models (using aggregated, de-identified data only — see Section 7)
- Identifying and fixing technical issues
- Developing new features based on user behavior

### 3.3 Security & Fraud Prevention

- Detecting and preventing unauthorized access, fraud, and abuse
- Monitoring credit system integrity
- Enforcing our Terms of Service
- Conducting security audits and vulnerability assessments

### 3.4 Communications

- Sending service-related notifications (deal updates, rights alerts, credit balance warnings)
- Responding to support requests
- Sending product updates and feature announcements (with opt-out)

### 3.5 Legal Compliance

- Complying with applicable laws, regulations, and legal processes
- Responding to lawful requests from authorities

- Enforcing our legal rights and resolving disputes

## 4. Legal Bases for Processing (GDPR)

For users in the European Economic Area (EEA), United Kingdom, and other jurisdictions that require a legal basis for processing, we rely on the following:

Purpose	Legal Basis
Providing Platform services	Performance of contract (Art. 6(1)(b))
Processing payments	Performance of contract (Art. 6(1)(b))
Security & fraud prevention	Legitimate interests (Art. 6(1)(f))
AI analytics on your content	Performance of contract (Art. 6(1)(b))
Improving the Platform	Legitimate interests (Art. 6(1)(f))
Marketing communications	Consent (Art. 6(1)(a))
Legal compliance	Legal obligation (Art. 6(1)(c))

## 5. Information Sharing

We do not sell your personal information. We share information only in the following circumstances:

### 5.1 Sync Licensees

When you authorize a sync pitch, we share preview versions of Your Content, relevant metadata, and your professional profile (not personal contact details) with potential sync licensees. Full contact information is shared only after you approve a deal.

### 5.2 Service Providers

We use third-party service providers for: cloud hosting, payment processing, email delivery, analytics, customer support, and content delivery. These providers access your data only to perform services on our behalf and are contractually obligated to protect it.

### 5.3 Distribution Platforms

When you use Gaia to distribute content, we share Your Content and associated metadata with the platforms you select (Spotify, Apple Music, YouTube, etc.) per their respective terms.

### 5.4 Legal Requirements

We may disclose information if required by law, subpoena, court order, or government request, or if we believe disclosure is necessary to protect the rights, property, or safety of TFDWX, our users, or the public.

### 5.5 Business Transfers

In the event of a merger, acquisition, or sale of assets, your information may be transferred to the acquiring entity. We will notify you of any such transfer and any choices you may have regarding your information.

## 5.6 With Your Consent

We may share information with third parties when you give us explicit consent to do so.

## 6. Data Retention

Data Type	Retention Period
Account information	Duration of account + 30 days
Creative content	Duration of account + 30 days (export available)
Rights & contract records	7 years after account closure (industry/legal requirement)
Financial/transaction records	7 years (tax/legal compliance)
Credit transaction logs	7 years
Audit logs	7 years
Usage analytics	2 years (aggregated/anonymized thereafter)
AI-derived data	Duration of account + 30 days
Support communications	3 years
Server logs	90 days

After the retention period, data is securely deleted or irreversibly anonymized.

## 7. AI Data Processing

### 7.1 Your Content & AI

AI features analyze Your Content to provide personalized services (hook scoring, genre classification, sync matching, etc.). This analysis occurs on TFDWX-controlled infrastructure and Your Content is not shared with third-party AI providers without your explicit consent.

### 7.2 Model Training

We do not use individual users' creative content (masters, stems, compositions) to train AI models. AI model improvements are based on aggregated, de-identified usage patterns and publicly available music industry data.

### 7.3 Opt-Out

You may opt out of AI-derived analytics for your content at any time through your account settings. Opting out will disable AI-powered features (hook scoring, Asia intelligence, automated tag generation) for your account.

## 8. Data Security

We implement technical and organizational measures to protect your information, including:

- Encryption in transit (TLS 1.3) and at rest (AES-256)
- Multi-factor authentication for sensitive operations
- Role-based access controls with least-privilege principle
- Regular security audits and penetration testing
- Immutable audit logging of all data access
- Automated threat detection and incident response
- Secure asset storage with integrity verification (SHA-256 hashing)

For full details, see our Security Architecture Document.

No method of transmission or storage is completely secure. While we strive to protect your information, we cannot guarantee absolute security. You are responsible for maintaining the security of your account credentials.

## 9. International Data Transfers

TFDWX may transfer your information to countries other than the one in which you reside. When we transfer data internationally, we implement appropriate safeguards including:

- Standard Contractual Clauses (SCCs) approved by the European Commission
- Data processing agreements with all service providers
- Encryption of data in transit and at rest
- Assessment of the legal framework in recipient countries

## 10. Your Rights

Depending on your jurisdiction, you may have the following rights:

### 10.1 All Users

- **Access:** Request a copy of the personal information we hold about you
- **Correction:** Request correction of inaccurate or incomplete information
- **Deletion:** Request deletion of your personal information (subject to legal retention requirements)
- **Data Export:** Request your data in a portable, machine-readable format
- **Opt-Out:** Opt out of marketing communications and AI-derived analytics

### 10.2 EEA/UK Users (GDPR)

In addition to the above:

- **Restriction:** Request restriction of processing in certain circumstances
- **Objection:** Object to processing based on legitimate interests
- **Automated Decision-Making:** Right not to be subject to decisions based solely on automated processing that produce legal effects (AI features include human oversight by design)
- **Lodge Complaint:** File a complaint with your local data protection authority

### 10.3 California Users (CCPA/CPRA)

In addition to Section 10.1:

- **Know:** Right to know what personal information is collected, used, and shared
- **Delete:** Right to request deletion of personal information
- **Non-Discrimination:** Right not to be discriminated against for exercising privacy rights
- **Correct:** Right to correct inaccurate personal information
- **Limit Use of Sensitive Information:** Right to limit use of sensitive personal information

We do not sell personal information as defined under the CCPA/CPRA. We do not use or disclose sensitive personal information for purposes beyond those permitted by the CCPA/CPRA.

## 10.4 Exercising Your Rights

To exercise any of these rights, contact us at [privacy@tfdwx.com](mailto:privacy@tfdwx.com) or through your Platform account settings. We will respond within 30 days (or the timeframe required by applicable law). We may request verification of your identity before processing your request.

## 11. Children's Privacy

The Platform is not directed to individuals under 18 years of age. We do not knowingly collect personal information from children. If we become aware that we have collected personal information from a child, we will take steps to delete it promptly. If you believe a child has provided us with personal information, please contact us at [privacy@tfdwx.com](mailto:privacy@tfdwx.com).

## 12. Third-Party Links & Integrations

The Platform may contain links to third-party websites and integrations with third-party services (distribution platforms, social media, payment processors). This Privacy Policy does not apply to those third parties. We encourage you to review the privacy policies of any third-party services you connect to through the Platform.

## 13. Changes to This Policy

We may update this Privacy Policy from time to time. Material changes will be communicated via email and/or Platform notification at least 30 days before taking effect. The "Last Updated" date at the top of this policy indicates the most recent revision. Your continued use of the Platform after changes take effect constitutes acceptance of the revised policy.

## 14. Contact Us

For privacy-related questions, requests, or concerns:

### TFDWX — Privacy

Email: [privacy@tfdwx.com](mailto:privacy@tfdwx.com)

General Support: [support@tfdwx.com](mailto:support@tfdwx.com)

For EEA/UK users, you may also contact your local data protection authority.

### End of Privacy Policy — TFDWX