

## MY 3D MINI-ME, INC.

### **BIOMETRIC INFORMATION PRIVACY POLICY**

In order to generate a 3D model of your face and body, My 3D Mini Me, Inc. (the “Company”) may use a biometric 3D scanning system. The Company may use third-party vendors, including, but not limited to, Machinables, Inc. to supply it with a scanning system enabling the construction of a virtual, 3D model based on multiple still images of your face and body, from various angles. The Company may also rely on the licensor of biometric technology modeling system software to generate a detailed 3D model using the still images taken from the scanning system.

In order to comply with various laws concerning biometric data (including the Illinois Biometric Information Privacy Act), the Company has instituted the following policy:

1. Definitions.
  - a. Biometric Identifier: “Biometric Identifier” means a retina or iris scan, fingerprint or voice print, or scan of hand or face geometry.
  - b. Biometric Information: “Biometric Information” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual.
2. Biometric Identifier/Information Collection. The Company may utilize biometric technology for the purpose of generating 3D models from images using systems provided by its third-party vendors, including, but not limited to, Machinables, Inc. or the licensor of modeling system software. As part of this system, the Company and/or such third party vendors collect, use and/or store your Biometric Identifiers and Biometric Information.
3. Consent. In order to collect, use and store Biometric Information, you will be asked to sign a consent form authorizing the Company to collect, store, use and retain this information. It is a condition of the Company that before the scanner captures any images of you that you sign the consent form.
4. Disclosure. Other than in connection with the performance of the services being requested by you pursuant to the **3D Portrait Model Agreement**, the Company will not sell, lease, trade, or otherwise profit from your Biometric Identifiers or Biometric Information, nor will it authorize its vendors to engage in such activity. Neither the Company, its vendors’, and/or the licensor’s of the modeling systems software will disclose or disseminate your Biometric Identifier or Biometric Information unless:
  - a. You or your legally authorized representative provides written consent to such disclosure;

b. The disclosure is required by state or federal law, or municipal ordinance;  
or

c. The disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

5. Storage: Once captured, your Biometric Information is encrypted and stored by the Company's vendors or its third-party software vendors' electronic servers, or such vendors' third party provider of cloud services (whether managed internally or by a third party and whether hosted internally or externally).

6. Retention Schedule. The Company shall retain any Biometric Information data captured from the scanner for a period of five (5) years from the date of capture and thereafter shall request that its vendors' and their third party providers permanently destroy such data.

Revised: May 10, 2018