



Terms of Service & Privacy Policy

At MIXTA, we take your privacy seriously. Please read our TOS.

TERMS OF SERVICE

Last Updated: 8 June 2026

THESE TERMS OF SERVICE DESCRIBE THE TERMS AND CONDITIONS ON WHICH MIXTA, INC. OFFERS ACCESS TO ITS WEBSITE, PLATFORM, SOFTWARE, APPLICATIONS, AND SERVICES.

These Terms of Service (“Terms”) apply to MIXTA, Inc. (“Mixta,” “MIXTA,” “we,” “us,” or “our”) and to your use of our websites, software, mobile applications, platform, and related services, including GENESIS, our AI-enabled precision training, tutoring, coaching, simulation, and learning platform (collectively, the “Services”).

By accessing or using the Services, you agree to these Terms. If you do not agree to these Terms, you may not use the Services. If you are using the Services on behalf of an organization, school, employer, customer, or other entity, you represent that you are authorized to accept these Terms on that entity’s behalf and to bind that entity to these Terms.

We may update these Terms from time to time. If we make material changes, we will make reasonable efforts to provide notice. Your continued use of the Services after updated Terms become effective means you accept the updated Terms.

Questions about these Terms may be directed to team@mixta.ai.

1. Services

Mixta provides software and related services that help organizations rapidly design, develop, deploy, and measure adaptive training, tutoring, coaching, simulations, assessments, and learning experiences by role and by individual.

The Services may include tools for content ingestion, scenario generation, learner interaction, AI-assisted feedback, scoring, analytics, reporting, and export of training or performance-related records.



2. Eligibility and Age Requirement

You must be at least 16 years old to use the Services unless your use is authorized and managed by a school, employer, parent, guardian, or other organization with appropriate authority and consent.

By using the Services, you represent that you are legally able to enter into these Terms or that your use has been authorized by a parent, guardian, school, employer, or other responsible organization.

3. Registration and Account Security

As a condition of using certain Services, you may be required to create or maintain an account with Mixta and select a username and password. Registration information must be accurate, complete, and current.

You may not use a username that belongs to another person or entity, that violates another person's rights, or that is offensive, vulgar, obscene, or otherwise inappropriate.

You are responsible for maintaining the confidentiality of your password and account credentials. You are responsible for all activities that occur through your account. You agree to notify Mixta promptly if you believe your account has been compromised.

4. Customer Content and Learner Records

“Customer Content” means content, documents, files, prompts, scripts, scenarios, rubrics, training materials, learner submissions, simulation transcripts, learner interactions, assessment data, scoring outputs, coaching feedback, performance records, and other materials uploaded, entered, generated, submitted, or processed by or on behalf of a customer or user through the Services.

As between you and Mixta, you retain ownership of your Customer Content. Mixta does not claim ownership of Customer Content.

You grant Mixta a limited license to process, host, transmit, display, reproduce, analyze, and use Customer Content only as necessary to provide, maintain, secure, improve, and support the Services, comply with law, and fulfill our contractual obligations.

For enterprise, school, employer, or organizational accounts, the customer generally controls how learner records, simulation transcripts, training data, and related materials are retained, exported, deleted, or made available to learners, subject to the applicable customer agreement and platform settings.



5. Responsibility for Content

You are responsible for all Customer Content you upload, submit, transmit, or make available through the Services. You represent and warrant that you have all rights, permissions, consents, and authority necessary to provide such Customer Content to Mixta and to use it through the Services.

You agree that Customer Content and your use of the Services shall not:

- (a) be false, inaccurate, or misleading;
- (b) infringe or violate any intellectual property, privacy, publicity, contractual, or other rights of any person or entity;
- (c) violate any law, statute, ordinance, regulation, or contractual obligation;
- (d) be defamatory, abusive, obscene, profane, offensive, threatening, harassing, discriminatory, or otherwise unlawful;
- (e) contain unlawful sexual content, exploitation, or inappropriate content involving minors;
- (f) contain viruses, Trojan horses, worms, malware, time bombs, cancelbots, or other harmful code;
- (g) include personal information, protected health information, student records, biometric data, financial information, or other sensitive or regulated data unless you have appropriate authorization and the applicable customer agreement permits such use; or
- (h) create liability or risk for Mixta, our users, customers, partners, or service providers.

Mixta reserves the right, but has no obligation, to reject, remove, restrict, or disable access to any Customer Content or account that we believe violates these Terms or creates legal, security, operational, or reputational risk.

6. AI-Enabled Features and Outputs

The Services may use artificial intelligence, machine learning, large language models, third-party model providers, and other automated systems to generate or support training content, tutoring, coaching, simulations, feedback, scoring, summaries, analytics, recommendations, or other outputs.

AI-generated outputs may be incomplete, inaccurate, biased, inappropriate, or unsuitable for a particular purpose. Users and customers are responsible for reviewing outputs before relying on them, publishing them, assigning them to learners, or using them for employment, academic, clinical, safety, compliance, or other high-stakes purposes.

Mixta does not provide medical, legal, psychological, employment, financial, or other professional advice through the Services. The Services are intended to support training,



tutoring, coaching, learning, simulation, and performance development, not to replace qualified professional judgment.

7. No Training of Third-Party Foundation Models on Customer Content

Mixta does not use Customer Content, learner records, simulation transcripts, customer-uploaded materials, or learner interactions to train third-party foundation models.

Mixta may use de-identified, aggregated, or operational data to maintain, secure, analyze, and improve the Services, provided that such data does not identify a customer, learner, or individual user.

If a separate customer agreement provides additional restrictions on data use, that agreement will control.

8. Learner Access, Export, and Deletion

Where applicable, learners may be able to access their records through the Services or through the organization that administers their account.

Customers may request export or deletion of user profiles, learner records, simulation transcripts, and associated personal data, subject to legal, contractual, security, backup, audit, and technical requirements.

Deletion or export requests may be sent to team@mixta.ai. Mixta may need to verify the requester's identity and authority before acting on a request.

9. Acceptable Use

You agree not to:

- (a) use the Services for unlawful, harmful, abusive, deceptive, discriminatory, or exploitative purposes;
- (b) interfere with or disrupt the Services, servers, systems, networks, or security controls;
- (c) attempt to gain unauthorized access to the Services or another user's account;
- (d) reverse engineer, decompile, disassemble, scrape, copy, or misuse the Services except as permitted by law;
- (e) use the Services to develop, train, or improve a competing product or service without Mixta's written permission;
- (f) upload malware, harmful code, or security threats;
- (g) misrepresent your identity, affiliation, authority, or source of information;



- (h) use the Services to make automated high-stakes decisions about employment, education, healthcare, credit, housing, legal rights, or similar matters without appropriate human review and legal compliance; or
- (i) use the Services in any way that violates applicable law, customer agreements, these Terms, or Mixta's reasonable instructions.

10. Intellectual Property

All materials displayed, performed, or made available through the Services, including software, platform features, workflows, interfaces, designs, documentation, templates, scoring structures, analytics, graphics, text, images, and other materials, are owned by Mixta or its licensors, except for Customer Content.

You agree to comply with all copyright notices, trademark rules, restrictions, and other proprietary rights contained in the Services.

You may not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, sublicense, reverse engineer, decompile, disassemble, or otherwise exploit the Services or Mixta-owned content except as expressly permitted by Mixta in writing.

Nothing in these Terms transfers ownership of Mixta's intellectual property to you.

11. Feedback

If you provide Mixta with feedback, ideas, suggestions, comments, or recommendations about the Services, you grant Mixta the right to use that feedback without restriction or compensation, provided that Mixta will not disclose your confidential information in doing so.

12. Third-Party Services and Model Providers

The Services may integrate with or rely on third-party tools, hosting providers, analytics providers, payment processors, AI model providers, learning management systems, communication tools, or other external services.

Mixta is not responsible for third-party services that we do not control. Your use of third-party services may be subject to separate terms and privacy policies.

13. Enterprise and Customer Agreements



Some customers may have separate written agreements with Mixta, including order forms, statements of work, data processing agreements, business associate agreements, school agreements, enterprise service agreements, or other written terms.

If there is a conflict between these Terms and a signed written agreement between Mixta and a customer, the signed written agreement will control for that customer.

14. Changes to the Services

Mixta may change, suspend, discontinue, or limit any part of the Services at any time. We may introduce new features, modify existing features, impose usage limits, rate limits, or technical requirements, or restrict access to parts or all of the Services.

Mixta reserves the right to remove or restrict access to Content or Customer Content at any time if we believe it violates these Terms, applicable law, third-party rights, or creates legal, security, operational, or reputational risk.

15. Fees and Payment

Some Services may require payment. Fees, billing terms, renewal terms, cancellation terms, and payment obligations may be described in an order form, invoice, subscription plan, statement of work, or separate agreement.

Unless otherwise stated in writing, fees are non-refundable.

16. Confidentiality

You may receive access to non-public information about Mixta, including product features, pricing, technical information, business plans, customer materials, or other confidential information. You agree not to disclose Mixta confidential information except as authorized in writing.

Mixta will use reasonable measures to protect customer confidential information and will use such information only as needed to provide the Services, fulfill our obligations, comply with law, and protect the Services.

17. Security

Mixta uses administrative, technical, and organizational safeguards designed to protect the Services and information processed through them. However, no system is completely secure, and Mixta cannot guarantee that unauthorized access, loss, misuse, or security incidents will never occur.



You are responsible for maintaining your own copies of Customer Content and records that are important to you. The Services should not be used as the sole storage location for critical data.

18. Warranty Disclaimer

THE SERVICES, WEBSITE, CONTENT, SOFTWARE, AI-GENERATED OUTPUTS, FEEDBACK, SCORES, ANALYTICS, AND RECOMMENDATIONS ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MIXTA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, RELIABILITY, AND ERROR-FREE OR UNINTERRUPTED OPERATION.

MIXTA DOES NOT WARRANT THAT AI-GENERATED CONTENT, TRAINING MATERIALS, FEEDBACK, SCORES, ANALYTICS, RECOMMENDATIONS, OR OUTPUTS WILL BE ACCURATE, COMPLETE, FAIR, ERROR-FREE, OR APPROPRIATE FOR ANY PARTICULAR USE.

19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MIXTA SHALL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE, OR COST OF SUBSTITUTE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MIXTA’S TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES SHALL NOT EXCEED THE GREATER OF:

- (a) THE AMOUNT PAID BY YOU OR THE APPLICABLE CUSTOMER TO MIXTA FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE SIX MONTHS BEFORE THE CLAIM AROSE;
- OR
- (b) ONE HUNDRED DOLLARS (\$100).

Some jurisdictions do not allow certain exclusions or limitations of liability, so some of the above limitations may not apply to you.

20. Indemnity



You agree to defend, indemnify, and hold harmless Mixta, its affiliates, officers, directors, employees, contractors, agents, and partners from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising from or related to:

- (a) your use of the Services;
- (b) your Customer Content;
- (c) your violation of these Terms;
- (d) your violation of applicable law;
- (e) your infringement or misappropriation of third-party rights; or
- (f) any activity through your account.

21. Assignment

You may not assign, delegate, or transfer these Terms, your rights or obligations, or your Mixta account without Mixta's prior written consent.

Mixta may assign, delegate, or transfer these Terms and our rights and obligations in connection with a merger, acquisition, financing, reorganization, sale of assets, corporate transaction, or by operation of law.

22. Choice of Law and Arbitration

These Terms are governed by and construed under the laws of the State of Connecticut, without regard to conflict of law principles.

Any dispute arising out of or relating to these Terms or the Services shall be finally settled in Kent County, Delaware, in English, in accordance with the Arbitration Rules and Procedures of the American Arbitration Association then in effect, by one commercial arbitrator with substantial experience in resolving commercial contract and intellectual property disputes.

Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Notwithstanding the obligation to arbitrate, either party may seek injunctive or equitable relief in any court of competent jurisdiction to protect intellectual property, confidential information, data security, or unauthorized use of the Services.

23. Term and Termination



These Terms are effective when you first access or use the Services and remain in effect while you use the Services.

Mixta may suspend or terminate your access to the Services at any time if we believe you have violated these Terms, failed to pay required fees, created legal or security risk, or used the Services in a harmful, unlawful, or unauthorized manner.

Upon termination, your right to use the Services will cease. Mixta may remove or restrict access to your account and information, subject to applicable law, customer agreements, backup retention, and legal obligations.

Sections relating to intellectual property, confidentiality, disclaimers, limitation of liability, indemnity, arbitration, governing law, and any provisions that by their nature should survive will survive termination.

24. Breach

Without limiting other remedies, Mixta may suspend or terminate your account, remove or restrict Customer Content, warn users or customers, refuse to provide Services, or take other appropriate action if:

- (a) you breach these Terms or any document incorporated by reference;
- (b) Mixta is unable to verify or authenticate information you provide;
- (c) Mixta believes your actions may cause financial loss, legal liability, security risk, reputational harm, or operational harm to you, Mixta, our users, our customers, or third parties; or
- (d) Mixta suspects fraudulent, abusive, harmful, or illegal activity in connection with the Services.

25. Communications

You consent to receive communications from Mixta electronically, including by email or through the Services. You agree that electronic communications satisfy any legal requirement that communications be in writing.

Mixta may send service announcements, legal notices, security alerts, administrative messages, product updates, and other communications. You may opt out of marketing communications, but you may still receive transactional, legal, security, or service-related notices.



Communications through email or platform messaging do not constitute legal notice to Mixta where formal legal notice is required by contract, law, or regulation.

26. Miscellaneous

You are responsible for any taxes, duties, or governmental assessments associated with your use of the Services, except for taxes based on Mixta's income.

Mixta's failure to enforce any provision of these Terms is not a waiver of future enforcement.

If any provision of these Terms is found unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

These Terms, together with any applicable written customer agreement, represent the complete agreement between you and Mixta regarding the Services and supersede prior communications and understandings relating to the subject matter.

No agency, partnership, joint venture, employment, or fiduciary relationship is created by these Terms.

Except as expressly stated, there are no third-party beneficiaries to these Terms.

Mixta reserves the right to rate limit or restrict usage that exceeds the scope of a user's or customer's plan, but will make reasonable efforts to notify affected users or customers and propose an appropriate solution for high-intensity needs.

PRIVACY POLICY

Last Updated: 6 June 2026

We at MIXTA, Inc. ("MIXTA," "we," "us," "our") take your privacy seriously and we are committed to respecting and protecting your privacy.

This Privacy Policy describes how we collect and use your Personal Information when you interact with us, such as when you use our website (www.MIXTA.AI), visit our social media sites, or use an application provided through our services. If you have any questions or concerns regarding our privacy practices, please contact us at team@MIXTA.AI.



This policy does not apply to websites or practices of companies that MIXTA does not own or control, or to individuals that MIXTA does not employ or manage, including providers of third party software or content.

INFORMATION WE DISPLAY OR COLLECT

Information You Provide to Us

We receive and store any information you knowingly enter on the Services, whether via computer, mobile phone, other wireless device, or that you provide to us in any other way. This includes information provided in your registration process or that you may submit for the purpose of paying for our Services. This information may include, without limitation, personal information such as your name, user name, email address, phone number, billing and financial information corresponding method of payment (e.g. a credit card number and expiration date or a bank account number), and any other information necessary for us to provide our Services (“Personal Information”).

Information Collected Automatically

We receive and store certain types of usage information whenever you interact with the Services; this information is not Personal Information. For example, MIXTA automatically receives and records information on our server logs from your browser including your IP address, MIXTA cookie information, and the page you requested. We also record the details of your activity on the Services, and the number and frequency of visitors to our site and its components.

Cookies are alphanumeric identifiers that we transfer to your computer or mobile device to enable our systems to recognize your computer or device and tell us how and when pages in our site are visited and by how many people. MIXTA cookies do not collect Personal Information, and we do not combine the general information collected through cookies with other Personal Information to tell us who you are or what your user name or email address is. Most browsers have an option for turning off the cookie feature, which will prevent your browser from accepting new cookies, as well as (depending on the sophistication of your browser software) allowing you to decide on acceptance of each new cookie in a variety of ways. We strongly recommend that you leave the cookies activated, however, because you may not be able to log in or use many of the Services’ most attractive



features without cookies enabled. The Services may also contain electronic images known as web beacons (sometimes called single-pixel gifs) and are used along with cookies to compile aggregated statistics to analyze how the Services are used.

WHAT WE MAY USE IT FOR

Generally

When you use the Services, you may set up your personal profile, send messages, perform searches and queries, and transmit information through various channels, depending on the category of user ("User Category") you are registered as, and as permitted by the functionality of the Services. The information we gather from users enables us to personalize and improve our services, and allows users to set up a user account and profile through the Services.

Personal Information

The Personal Information you provide is used for such purposes as responding to your requests for certain information and services, customizing your experience, and communicating with you about the Services. We also use Personal Information for creating your individual account, customizing your experience, and for sending you notifications via the Services ("Notifications").

Payment Information

Your account and payment information will be used for billing and payment purposes by MIXTA and by any third party payment services provider we may engage to manage and process payments for our customers. By using our Services, you authorize us to sub-contract in this manner on your behalf. If your details (as the account holder) are different to the billing contact listed for your account, we may disclose your identity and account details to the billing contact upon their request (such as an account administrator under an enterprise account). By using our services and agreeing to this privacy policy, you consent to this disclosure.

Your email address



If you provide us your email address, we may send you email communications. Web beacons may also be used in some of our emails to let us know which emails (and which links within those emails) have been opened by recipients. This allows us to gauge the effectiveness of our customer communications. To opt out of receiving emails from us, please contact us at teams@MIXTA.AI. Please note that if you do not want to receive legal notices from us via email, such as this Privacy Policy, those legal notices will still govern your use of the Services, and you are responsible for visiting this Privacy Policy from time to time to review any changes.

Usage Information

MIXTA uses this type of aggregate data to enable us to figure out how often users use parts of the Services, so that we can make the Services appealing and relevant to as many users as possible, and customize and improve those Services. As part of our use of information, we may provide aggregate information to our partners (in a non-personally-identifiable format) about how our users use our site. We share this type of statistical data so that our partners also understand how often people use our partners' services and the Services to help provide you with an optimal online experience. We may link usage information to Personal Information that we collect through the Services, but we will only use this linked information internally (for example, to customize your experience), and will not disclose it in linked format to third parties.

RESALE OF PERSONAL INFORMATION

We neither rent nor sell your Personal Information. We may share your Personal Information in personally identifiable form only as described below.

Again, please note references to "Personal Information".

Businesses We Do Not Control

In certain situations, businesses or third party websites we are affiliated with may offer or sell items or provide services to you through the Services (either alone or jointly with us). We may, for example, work jointly with other businesses to offer or sell products or provide services, or we may work with third party websites to enhance your online experience. These transactions or services may or may not be commercial in nature. You can recognize when such a business is associated with such a transaction or service. We will share your



Personal Information with that business only to the extent that it is related to such transaction or service. Such services may include the ability for you to automatically transmit information you input on the Services to your profile or account on a third party website, or to automatically transmit information you input on a third party website to your Services profile. We have no control over the policies and practices of third party websites as to privacy or anything else, so please review all third party websites' policies before disclosing any Personal Information or other content on the Services or on any third party website (via the automatic transmissions discussed above or otherwise). MIXTA does prohibit Publishers from collecting or using any information beyond what MIXTA itself collects and uses pursuant to its Privacy Policy, but this does not mean we are responsible for reviewing or verifying the accuracy of any Publisher's data collection or use policies.

Agents

We employ other companies and people to perform tasks on our behalf and need to share your information with them to provide products or services to you. Examples include sending email, analyzing data, processing payment, and providing user services. Unless we tell you differently, MIXTA' agents do not have any right to use Personal Information we share with them beyond what is necessary to assist us.

Business Transfers

If MIXTA, or some all of its assets were acquired or otherwise transferred, or in the unlikely event that MIXTA goes out of business or enters bankruptcy, user information may be transferred to or acquired by a third party.

Protection of MIXTA and Others

We may release Personal Information when we believe in good faith that release is necessary to comply with the law (such as to comply with a subpoena); enforce or apply our Terms of Service and other agreements; or protect the rights, property, or safety of MIXTA, our employees, our users, or others. We will use our best efforts to give you notice if we release information for these reasons, but we reserve the right not to so if it imposes an undue burden or expense, requires us to release confidential commercial information, or requires the disclosure of information relating to another person.



Security

Your MIXTA account Personal Information is protected by a password for your privacy and security. We also use coding practices which take steps to prevent attack on our Services from web browsers and malicious scripts, by processing all actions through several permission verifications checks.

You may help protect against unauthorized access to your account and Personal Information by selecting and protecting your password appropriately and limiting access to your computer and browser by signing off after you have finished accessing your account.

When you enter sensitive information (such as a credit card number) in our Credit purchasing process, we encrypt the transmission of that information using secure socket layer technology (SSL).

MIXTA endeavors to keep your information private; however, we cannot guarantee security. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of user information. For additional information about the security measures we use in connection with the Services, please contact us at team@MIXTA.AI.

Opt Out Policy

You can always opt not to disclose information, even though it may be needed to take advantage of certain of our features.

You may request deletion of your MIXTA account by contacting us at team@MIXTA.AI. Please note that some unrevised information may remain in our records after revision of such information or deletion of your account, or in cached and archived pages. Some information may remain viewable elsewhere to the extent that it was copied or stored by other users. We may use any aggregated data derived from or incorporating your Personal Information after you delete your information, but not in a manner that would identify you personally.

We will retain your Personal Information for as long as your account is active or as long as needed to provide the Services after which time it shall be deleted, subject to our right to retain and use such Personal Information necessary to comply with our legal obligations, resolve disputes, and to enforce our agreements.



Enterprise customer agreements

If a signed customer agreement, SOW, DPA, BAA, or school agreement conflicts with the public Terms, the signed agreement controls.

Acceptable use and high-stakes decisions

Strict prohibition around unlawful use, reverse engineering, scraping, using AI outputs for high-stakes employment/education/health decisions without human review, and uploading sensitive data without authorization.

Warranty disclaimer and limitation of liability

Generated content, scores, feedback, and analytics may be incomplete or inaccurate.

Policy Changes

We may make changes to this Privacy Policy from time to time for any reason. We will provide notification of the material changes to this Privacy Statement through the our website at least thirty (30) business days prior to the change taking effect. Use of information we collect is subject to the Privacy Policy in effect at the time such information is collected. Users are bound by any changes to the Privacy Policy when he or she uses the Services.

Children

MIXTA is not directed at children under 16. Users must be at least 16 unless authorized by a school, employer, parent, guardian, or organization. If a parent or guardian becomes aware that their child has provided us with information without their consent, they should contact us at teams@MIXTA.AI, and we will delete such information as soon as reasonably practicable.

Application Outside the United States

MIXTA adheres to the principles of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, as amended (commonly known as the General Data Protection Regulations, or “GDPR”) for personal data that it receives from the EU member countries. If you are a citizen of an EU member country and we received personal data about you, you have the following rights and options in addition to those explained elsewhere in this policy:

**AI-enabled features**

GENESIS may use AI to generate training, coaching, feedback, scoring, and simulations, but outputs require human review and should not be treated as professional advice.

No training of third-party foundation models

Mixta does not use customer content, transcripts, learner records, or uploaded materials to train third-party foundation models.

Simulation transcripts / retention / deletion

Transcripts and learner records can be deleted/exported based on customer controls and agreements.

Access. You have the right to ask MIXTA whether it has received personal information about you from the EU and, if so, what data it has received. We will attempt in good faith to respond to your request, but we may not be able to provide the requested information in all situations. For example, we may not be able to provide the information that you request if it imposes an undue burden or expense, requires us to release confidential commercial information, or requires the disclosure of information relating to another person. Please visit our GDPR page for information on how to exercise your GDPR rights.

Correction. You have the right to ask MIXTA to correct the personal information that we receives about you from the EU. Although we will attempt in good faith to respond to requests to correct information, we may not be able to make the correction in all situations. For example, we may not be able to correct information about you if it would impose an undue burden or expense, or require us to change information relating to another person. Please visit our GDPR page for information on how to exercise your GDPR rights.

Onward transfer. As discussed above, MIXTA may share information with third parties that provide us with services (for example, a payment processor). MIXTA will take appropriate measures to ensure that the recipient protects your personal information adequately in accordance with this Privacy Policy as required by applicable law. These measures include entering into European Commission approved standard contractual arrangements with them, or ensuring they have signed up to the EU-US Privacy Shield.

Data Portability. You have the right to receive the personal data concerning you, in a 'commonly used and machine readable format', and you have the right to transmit that data



to another controller. Please visit our GDPR page for information on how to exercise your GDPR rights.

Right to be Forgotten. The right to be forgotten entitles you to have MIXTA erase your personal data, cease further dissemination of the data, and potentially have third parties halt processing of the data. Please visit our GDPR page for information on how to exercise your GDPR rights. It should also be noted that this right requires MIXTA to compare the subjects' rights to "the public interest in the availability of the data" when considering such requests.

Inquiries and Complaints: MIXTA has committed to attempt to resolve privacy complaints under the GDPR principles. You may direct any inquiries or complaints concerning our GDPR compliance to team@MIXTA.AI. We will respond within 30 days.