

Privacy Policy

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This Privacy Policy is incorporated by reference into the Kallitone Terms & Policies (Section 1.2 and Section 14 of the Terms). Capitalised terms have the meaning given in the Terms.

1. Who we are and how to contact us

The controller of your personal data is Orkaan Studio S.R.L., a company registered in Romania (Trade Register no. J2020000463214, VAT no. RO43235477), with its registered office at Str. Nicolae Balcescu 30, 927020 Amara, Romania ("Kallitone", "we", "us").

Privacy requests and questions: support@kallitone.com. Copyright matters: copyright@kallitone.com. Kallitone has not appointed a Data Protection Officer; the privacy contact above handles all data-protection requests.

2. Scope

This Policy explains how we collect, use, share and retain personal data when you visit or use the Kallitone websites, applications, ranking and playback features, Creator tools, KLT functions and related services (the "Service"), and when you contact us or submit a rights notice. It applies to visitors, Account holders, Creators, notifiers and other persons whose data we process in connection with the Service.

The Service is designed for adults. You must be at least 18 years old to create an Account. We do not knowingly collect personal data from anyone under 18; if you believe we have done so, contact support@kallitone.com and we will delete it.

3. Personal data we collect

Category	What it includes
Account data	Email address, username, password (stored hashed), age confirmation, language, Account settings, two-factor authentication data, acceptance records (version accepted, date, action).
Creator data	Name or stage name, biography, photographs, artwork, Track metadata, credits, splits and collaborator details, ISRC/registration data and any rights evidence you provide (Terms Section 32).
Subscription and payment data	Plan, price, currency, billing period, renewal and cancellation status, transaction identifiers, tax location. Card details are processed by Stripe; we do not receive or store complete card numbers.
KLT and wallet data	Custodial KLT balance records, allocations, rewards, donations, reallocation events, external wallet addresses you provide, transaction hashes, gas-fee information, security holds and related timestamps.
Ranking and usage data ("Rank Data")	Votes, match history, scores, listening minutes and rate charges, skips, favourites, tags and interaction events used for blind voting, ranking, Creator allocations and reward calculation.
Device, log and network data	IP address, browser and device type, operating system, identifiers, referrer, timestamps, error and security logs, approximate location derived from IP.
Peer-to-peer (WebTorrent Network) data	When you listen, your browser may exchange Track fragments with other peers. Your IP address and related network identifiers may be technically visible to peers, trackers, signalling or relay providers and network operators (see Section 5).

Category	What it includes
Identity verification (KYC) data	Where verification is required (Terms Section 13): government-issued ID, selfie or liveness data, date of birth, address, sanctions and fraud-screening results, verification outcome. Collected through a specialist provider.
Copyright and notice-and-action data	Names, contact details, statements, evidence and correspondence of notifiers and affected Creators; moderation decisions and statements of reasons; appeal and counter-notice records.
Support and communications	Messages you send us, support tickets, survey responses, marketing preferences and consent records.
Cookies and analytics data	Cookie identifiers, pages viewed, session events, aggregated measurement data and advertising-measurement (conversion) data (see Section 12).

We do not collect complete payment-card numbers, the private keys of external wallets you control, or special-category data unless you choose to include it in Content you upload.

4. Why we use your data and our legal bases

Purpose	Data used	Legal basis
Provide and operate the Service (Account, playback, blind voting, rankings, discovery)	Account, usage, device data	Performance of a contract (GDPR Art. 6(1)(b))
Subscriptions, billing, refunds, tax and accounting	Payment, Account data	Contract; legal obligation (Art. 6(1)(c))
KLT custody, allocations, rewards, donations and external transfers	KLT/wallet, usage data	Contract; legal obligation (anti-money-laundering, crypto-asset and tax rules); legitimate interests (fraud prevention, Art. 6(1)(f))
Peer-to-peer delivery of Tracks through the WebTorrent Network	Network/IP data	Contract (technically necessary for playback); legitimate interests in efficient delivery
Ranking integrity, fraud and manipulation detection, Account and network security	Usage, device, log, Account data	Legitimate interests; legal obligation
Identity, age, sanctions and source-of-rights verification	KYC data	Legal obligation; legitimate interests; contract (access to the relevant feature)
Copyright and illegal-content notices, statements of reasons, appeals and DSA/DMCA/UK compliance	Notice data, Content, correspondence	Legal obligation (Digital Services Act, DMCA, UK law); legitimate interests in protecting rights holders and the Service
Track-centred promotion of Creators (Terms Section 29)	Creator data, Content	Contract (licence); consent where required by law; legitimate interests
Service improvement, measurement and development, training and testing of ranking, recommendation and detection models	Usage data (aggregated or pseudonymised where possible)	Legitimate interests; consent for analytics cookies
Advertising measurement and campaign attribution (TikTok Pixel)	Cookie and pixel event data	Consent (Art. 6(1)(a)); you may withdraw it at any time

Purpose	Data used	Legal basis
Communications, support and contractual notices	Contact and communication data	Contract; legitimate interests
Marketing communications	Contact data, preferences	Consent (opt-in) or, where permitted, existing-customer opt-out; you may object at any time
Legal claims, requests from authorities, evidence preservation	Any relevant data	Legal obligation; legitimate interests in establishing, exercising or defending legal claims

Where we rely on legitimate interests, we have balanced those interests against your rights and you may object (Section 11). Where we rely on consent, you may withdraw it at any time without affecting prior processing.

5. Peer-to-peer playback and your IP address

Kallitone delivers Tracks primarily through the WebTorrent Network rather than from a central server. When you listen, your browser or device may receive Track fragments from other peers and may upload available fragments to other peers. As a technical consequence, your public IP address and related network identifiers may be visible to or inferable by other peers in the same swarm, by trackers, signalling or relay providers, and by internet or network operators. A swarm may also be reachable through compatible third-party software outside the Kallitone interface.

We use this network data only to coordinate authorised playback and to protect the Service. We do not sell it. We cannot control how independent peers or third-party software handle network information they observe. If you prefer not to expose your IP address to peers, you may use a VPN or refrain from full-track playback; short voting excerpts and other features may still be available.

6. KLT, custodial balances and the Polygon blockchain

Your KLT balance is held in a custodial system operated by Kallitone until an eligible external transfer (Terms Part III). When KLT is transferred to an external wallet, the transaction — including the wallet address, amount, timestamp and transaction hash — is recorded on the public Polygon blockchain. Blockchain records are permanent and cannot be altered or deleted by Kallitone. Wallet addresses may be personal data where they can be linked to you. Please consider this before providing an external wallet address.

7. Automated decision-making and profiling

We use automated tools to (a) generate rankings from votes using ELO-style or other statistical methods, (b) detect duplicate or matching Tracks through hashes and fingerprints, (c) detect fraud, manipulation, bots and coordinated abuse, and (d) screen transactions and addresses for sanctions and security risks. These tools may affect a Track's visibility, KLT rewards, transfer timing or Account status. Where automated means contribute to a restriction, we indicate this and you may request human review under Section 12.3 and Part IV of the Terms. We do not make decisions based solely on automated processing that produce legal or similarly significant effects without appropriate safeguards, including the right to obtain human intervention and contest the decision.

8. Who we share your data with

- Payment provider: Stripe, and any additional or replacement payment provider disclosed at checkout (Terms Section 9.7), for Subscription payments, fraud screening and chargeback handling under the provider's own terms and privacy notice.
- Blockchain: the public Polygon network and its validators, for external KLT transfers (Section 6).
- Identity-verification, sanctions and fraud-screening providers, acting on our instructions.
- Hosting, storage, content-delivery, conversion, security and infrastructure providers: DigitalOcean.
- Analytics, measurement and advertising-measurement providers, subject to your cookie consent: Google Analytics (Google), Microsoft Clarity (Microsoft) and TikTok Pixel (TikTok). TikTok Pixel is an advertising-measurement tool; where it is active, TikTok may receive event data and use it for its own purposes under its own privacy policy.
- WebTorrent peers, trackers and signalling or relay providers, to the extent technically necessary for peer-to-peer playback (Section 5).
- Social-media and advertising platforms, where Creator Content is used for authorised Track-centred promotion (Terms Section 29).
- Rights holders and affected Creators: the substance of a copyright notice or response and necessary contact details may be shared with the other party where lawful (Terms Section 58).
- Professional advisers, auditors, insurers and payment or KYC partners where the data is relevant to their function.
- Courts, regulators, law-enforcement bodies, tax and other competent authorities, including ANCOM (Romania's Digital Services Coordinator), the U.S. Copyright Office DMCA process and UK authorities, where required or permitted by law (Terms Sections 13.3 and 65).
- A successor operator in a merger, restructuring, financing or transfer of the Service (Terms Section 23.4).

We do not sell personal data. Apart from the consent-based advertising-measurement pixel described above, we do not share personal data with third parties for their own marketing.

9. International transfers

We are established in Romania (EU). Some recipients are located outside the European Economic Area, including in the United States (for example Stripe or a replacement payment provider, DigitalOcean, Google, Microsoft and TikTok) and the United Kingdom, and TikTok may process pixel data in other countries in which it operates. Where we transfer personal data outside the EEA or the UK, we rely on an adequacy decision (including the EU-US Data Privacy Framework for certified recipients and the UK adequacy decision), the European Commission's Standard Contractual Clauses or the UK International Data Transfer Addendum, together with supplementary measures where needed. Blockchain and peer-to-peer data are, by their nature, accessible globally. You may request a copy of the relevant safeguards at support@kallitone.com.

10. How long we keep your data

Data	Retention period
Account and profile data	For the life of your Account, then up to 5 years for legal, dispute, security and fraud-prevention purposes.
Subscription, payment, tax and accounting records	As required by accounting and tax law (currently up to 10 years in Romania).
Ranking and usage data	For the life of your Account. Anonymised or aggregated Rank Data that no longer identifies you or a Track may be retained indefinitely (Terms

Data	Retention period
	Section 34.3).
Device, log and IP data	12 months, unless a longer period is required for a security investigation, legal hold or dispute.
Identity-verification (KYC) and sanctions records	5 years after the end of the relationship or the last relevant transaction, as required by anti-money-laundering law, then deleted.
KLT custodial ledger and transaction records	For the life of your Account plus 5 years, or longer where accounting, tax or crypto-asset law requires. Records on the Polygon blockchain are permanent.
Copyright notices, responses, moderation decisions and appeals	6 years from closure of the matter, to evidence compliance and address legal claims.
Support communications	3 years after the matter is closed.
Marketing consent and preference records	Until you withdraw consent, plus 3 years as evidence of the consent given.
Cookies and analytics data	Session cookies: end of session. Persistent and analytics cookies: up to 13 months, after which consent is requested again.

When a retention period ends we delete or irreversibly anonymise the data. Closing your Account does not automatically erase information that must be retained for legal, accounting, security, dispute or fraud-prevention purposes (Terms Section 17.1).

11. Your rights

Subject to applicable law, you have the right to: access your personal data; have inaccurate data corrected; have data erased; restrict processing; receive data you provided in a portable format; object to processing based on legitimate interests, including profiling; object at any time to direct marketing; withdraw consent; and not be subject to a solely automated decision with legal or similarly significant effects without safeguards.

To exercise a right, email support@kallitone.com from the email address associated with your Account or otherwise verify your identity. We respond within one month, extendable by two further months for complex requests, and we will tell you if an extension applies. We do not charge a fee unless a request is manifestly unfounded or excessive.

Some rights are limited by the nature of the Service: we cannot alter or delete records on the Polygon blockchain; we may retain data required by law, for a dispute or for security; and erasing Track data does not recall fragments already held by independent peers (Terms Section 6.5).

You also have the right to lodge a complaint with a supervisory authority: in Romania, the National Supervisory Authority for Personal Data Processing (ANSPDCP), B-dul G-ral. Gheorghe Magheru 28-30, Bucharest, www.dataprotection.ro; in the United Kingdom, the Information Commissioner's Office (ICO), www.ico.org.uk; or the authority of the EU Member State where you live or work.

12. Cookies and similar technologies

We use strictly necessary cookies and local storage to run the Service (sign-in, security, session state, two-factor authentication, consent preferences, WebTorrent coordination). These do not require consent. With your consent, we also use analytics and measurement cookies (Google Analytics, Microsoft Clarity) to understand how the Service is used and to improve it, and an advertising-measurement pixel (TikTok Pixel) to

measure the effectiveness of our campaigns. These tools may set cookies or similar identifiers from those providers.

You can accept or decline these analytics and advertising-measurement cookies through the cookie banner and change your choice at any time. You can also block cookies in your browser, although some features may then not work.

13. Security

We apply technical and organisational measures appropriate to the risk, including encryption in transit, passwords individually salted and hashed with a modern password-hashing function, two-factor authentication, access controls, logging and monitoring, custodial-key security, separation of environments, staff confidentiality obligations and vendor due diligence. No system is completely secure; please protect your credentials and report suspected unauthorised access to support@kallitone.com without delay.

14. Users in the United Kingdom and the United States

United Kingdom: the UK GDPR and the Data Protection Act 2018 apply to our processing of UK users' data. References to the GDPR in this Policy include the UK GDPR where relevant. Complaints may be made to the ICO (Section 11).

United States: depending on your state of residence you may have rights to know, access, correct, delete and port your personal information and to opt out of its sale or sharing. Kallitone does not sell personal information. Our use of the TikTok Pixel may be treated as “sharing” for cross-context behavioural advertising under some state laws; you can opt out at any time by declining advertising-measurement cookies in the cookie banner or by emailing support@kallitone.com. You may exercise applicable rights through support@kallitone.com; we will not discriminate against you for doing so.

15. Changes to this Policy

We may update this Policy to reflect legal, technical or business changes. We will post the updated version with a new effective date and, for material changes, notify you through the Service or by email before they take effect. Continued use after the effective date constitutes acceptance where the law permits; otherwise we will request renewed acknowledgement.

16. Contact

Orkaan Studio S.R.L.

Str. Nicolae Balcescu 30, 927020 Amara, Romania

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