

PRIVACY NOTICE

Last updated: 05 October 2026

This Privacy Notice ("Notice") describes how **3Dformator OÜ**, a private limited company incorporated under the laws of Estonia, registry code 17593731, with its registered address at Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 7, 10117, Estonia ("Company," "we," "us" or "our"), collects, uses, discloses and protects your personal data when you visit <https://meshgen3d.com/> (the "Website") or use the Platform and Services described in our Terms of Service.

We process personal data in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR"), the Estonian Personal Data Protection Act (Isikuandmete kaitse seadus) and other applicable data protection laws of the European Union and the Republic of Estonia. Capitalised terms not defined in this Notice have the meanings given in our Terms of Service.

This Notice is provided to inform you, in accordance with Articles 13 and 14 of the GDPR. It is not a contract and does not require your consent. Where we rely on your consent for a specific processing activity, we will ask for it separately.

1. DATA CONTROLLER AND CONTACT DETAILS

The Company is the controller of your personal data, meaning that we determine the purposes and means of processing your personal data.

Company name: 3Dformator OÜ

Registry code: 17593731

Registered address: Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 7, 10117, Estonia

E-mail for privacy and data protection matters: support@meshgen3d.com

We have not appointed a data protection officer, as we are not required to do so under Article 37 of the GDPR. All privacy-related requests and questions can be sent to the e-mail address above.

2. OUR PRINCIPLES OF DATA PROCESSING

We are committed to the principles set out in Article 5 of the GDPR when processing your personal data:

- (a) **Lawfulness, fairness and transparency:** we process your personal data only where we have a legal basis under Article 6 of the GDPR, and we explain clearly how your data is used;
- (b) **Purpose limitation:** we collect personal data only for specified, explicit and legitimate purposes and do not further process it in a manner incompatible with those purposes;
- (c) **Data minimisation:** we collect and process only the personal data that is adequate, relevant and limited to what is necessary for the stated purposes, and we limit access to those who need it;
- (d) **Accuracy:** we take reasonable steps to ensure that personal data is accurate and, where necessary, kept up to date;
- (e) **Storage limitation:** we keep personal data only for as long as necessary, in accordance with the retention periods set out in Section 11, and then securely delete or anonymise it;

- (f) **Integrity and confidentiality:** we implement appropriate technical and organisational measures to protect personal data, as described in Section 12;
- (g) **Accountability:** we are responsible for, and able to demonstrate, compliance with these principles, including by maintaining records of processing activities, carrying out data protection impact assessments where required, concluding data processing agreements with our processors in accordance with Article 28 of the GDPR, and managing personal data breaches in line with Articles 33 and 34 of the GDPR.

3. TYPES OF PERSONAL DATA WE PROCESS

Depending on how you use the Website and Services, we may process the following categories of personal data:

- **Account Data:** your username, e-mail address, password (stored in hashed form), account settings and preferences, confirmation that you are at least 18 years old, date of account creation, and referral information.
- **Contact Information:** your name, e-mail address and, where you provide it, telephone number and postal address.
- **Technical Data:** IP address, device type, browser type and version, operating system, language settings, unique device or session identifiers, approximate location derived from the IP address, and log data about your use of the Platform (such as access times and pages viewed).
- **AI User Input and Output:** the prompts, descriptions, settings, images, sketches and other files you submit, and the User-Generated Output created for you. This data may contain personal data if you include it (for example, a photograph of a person).
- **Transaction Data:** records of your orders, Token purchases and use, amounts, dates, invoices and refund history.
- **Payment Data:** the payment method used, billing name and address, the last four digits and expiry date of your card, and payment status. Full payment card details are collected and processed directly by our payment processors; we do not store them.
- **Payout and Verification Data:** where you request a payout or where verification is required under our Terms of Service: identity document data, date of birth, country of residence, the payout card details, and the results of sanctions screening and fraud checks.
- **Content Moderation Data:** notices of illegal content, the content concerned, our decisions and statements of reasons, complaints and related correspondence.
- **Marketing Data:** your marketing and communication preferences, records of consent or opt-out, and participation in campaigns or promotions.
- **User Support Data:** your queries, communications with our support team, and the status and outcome of your requests.

We do not intentionally collect special categories of personal data (such as health data, biometric data or data revealing political opinions), and you should not include such data in AI User Input. We do not use biometric data to identify any person, and we do not perform facial recognition on images you upload.

4. PURPOSES AND LEGAL BASES FOR PROCESSING

We process your personal data for the following purposes and on the following legal bases under Article 6(1) of the GDPR:

Purpose	Categories of data	Legal basis
Account registration and management: to create and administer your Account and to give you access to the Services.	Account Data, Contact Information	Performance of a contract (Art. 6(1)(b))
Provision of the Services: to process your AI User Input, generate and deliver User-Generated Output, and store it in your Account.	AI User Input and Output, Account Data, Technical Data	Performance of a contract (Art. 6(1)(b))
Orders and payments: to process purchases of Tokens and Services, issue invoices and handle refunds and withdrawals.	Transaction Data, Payment Data, Contact Information	Performance of a contract (Art. 6(1)(b))
Payouts: to process payouts for Digital Items you sell to us.	Payout and Verification Data, Transaction Data	Performance of a contract (Art. 6(1)(b))
Identity verification and fraud prevention: to verify identity and age where required under our Terms of Service, and to detect, prevent and respond to fraud, payment abuse and unauthorised access.	Payout and Verification Data, Technical Data, Payment Data, Transaction Data	Legitimate interests in preventing fraud and protecting our business and Users (Art. 6(1)(f))
Sanctions compliance: to screen against EU and other applicable sanctions lists and to prevent use of the Services from Prohibited Jurisdictions.	Payout and Verification Data, Technical Data, Account Data	Legal obligation (Art. 6(1)(c)) under EU sanctions regulations and the Estonian International Sanctions Act
Accounting and tax: to keep accounting records and comply with tax obligations.	Transaction Data, Payment Data, Contact Information	Legal obligation (Art. 6(1)(c)) under the Estonian Accounting Act and tax laws
Content moderation and DSA compliance: to process notices of illegal content, enforce our Terms of Service, issue statements of reasons, handle complaints and respond to orders of authorities.	Content Moderation Data, AI User Input and Output, Account Data	Legal obligation (Art. 6(1)(c)) under the Digital Services Act; legitimate interests in keeping the Platform safe and lawful (Art. 6(1)(f))
Customer support and service communications: to answer your queries and send you important notices about your Account, the Services and changes to our terms.	Account Data, Contact Information, User Support Data	Performance of a contract (Art. 6(1)(b)); legitimate interests in communicating with Users (Art. 6(1)(f))

Purpose	Categories of data	Legal basis
Security and technical support: to protect our systems against unauthorised access and attacks, to diagnose and fix technical issues and to keep logs.	Technical Data, Account Data, User Support Data	Legitimate interests in ensuring the security and functioning of the Platform (Art. 6(1)(f)); legal obligation to ensure security of processing (Art. 32 GDPR)
Service improvement and analytics: to understand how the Website and Services are used and to improve them, using aggregated or pseudonymised data where possible.	Technical Data, Account Data, User Support Data	Legitimate interests in improving our Services (Art. 6(1)(f)); consent for non-essential cookies (Art. 6(1)(a)), see our Cookie Notice
Marketing to existing customers: to send you e-mails about our own similar products and services.	Contact Information, Marketing Data	Legitimate interests (Art. 6(1)(f)) in accordance with the Estonian Electronic Communications Act; you can opt out at any time
Other marketing: to send other marketing communications and personalised offers.	Contact Information, Marketing Data, Technical Data	Consent (Art. 6(1)(a)), which you can withdraw at any time
Legal claims: to establish, exercise or defend legal claims and to resolve disputes.	All categories relevant to the dispute	Legitimate interests in protecting our legal rights (Art. 6(1)(f))

Where we rely on legitimate interests, we have balanced our interests against your interests and fundamental rights and freedoms. You can request more information about this balancing test by contacting us.

We do not use your AI User Input or User-Generated Output to train general-purpose AI models without your separate, prior consent.

5. YOUR RIGHT TO OBJECT

You have the right to object at any time, on grounds relating to your particular situation, to the processing of your personal data based on our legitimate interests (Article 6(1)(f) of the GDPR). In that case we will no longer process the data unless we demonstrate compelling legitimate grounds which override your interests, rights and freedoms, or the processing is necessary for the establishment, exercise or defence of legal claims.

You have the right to object at any time to the processing of your personal data for direct marketing purposes, including profiling related to direct marketing. If you object, we will stop processing your data for those purposes. You can object by clicking the "unsubscribe" link in any marketing e-mail, by changing your Account settings or by contacting us at support@meshgen3d.com.

6. YOUR OTHER RIGHTS

Subject to the conditions set out in the GDPR, you have the following rights regarding your personal data:

- **Right of access (Article 15):** to obtain confirmation of whether we process your data, a copy of it and information about the processing.

- **Right to rectification (Article 16):** to have inaccurate data corrected and incomplete data completed.
- **Right to erasure (Article 17):** to request deletion of your data, for example where it is no longer necessary or you have withdrawn consent, unless we are required to keep it.
- **Right to restriction of processing (Article 18):** to request that we limit the processing of your data in certain situations, for example while we verify its accuracy.
- **Right to data portability (Article 20):** to receive the data you have provided to us, which we process on the basis of a contract or consent by automated means, in a structured, commonly used and machine-readable format, and to have it transmitted to another controller where technically feasible.
- **Right to withdraw consent (Article 7(3)):** where processing is based on your consent, to withdraw it at any time, without affecting the lawfulness of processing carried out before withdrawal.
- **Rights related to automated decision-making (Article 22):** we use automated tools to filter prompts and outputs and to detect fraud. However, we do not take decisions producing legal or similarly significant effects on you, such as suspending or terminating your Account or refusing a payout, based solely on automated processing; such decisions are reviewed by a person. If this changes, we will inform you in advance and ensure your right to obtain human intervention, to express your point of view and to contest the decision.
- **Right to lodge a complaint** with a supervisory authority, as described in Section 14.

7. HOW TO EXERCISE YOUR RIGHTS

- Send your request to support@meshgen3d.com or use the relevant settings in your Account;
- We may ask for information necessary to verify your identity and to locate your data. We will only ask for information that is proportionate to this purpose;
- We will respond without undue delay and in any event within one (1) month of receipt of the request. This period may be extended by two (2) further months where necessary, taking into account the complexity and number of requests; we will inform you of any extension and the reasons for it within the first month;
- If we do not take action on your request, we will inform you of the reasons and of your right to lodge a complaint with a supervisory authority and to seek a judicial remedy;
- Exercising your rights is free of charge. Where requests are manifestly unfounded or excessive, in particular because of their repetitive character, we may charge a reasonable fee based on administrative costs or refuse to act on the request, as permitted by Article 12(5) of the GDPR.

8. SOURCES OF PERSONAL DATA

We collect personal data from the following sources:

- **Directly from you:** when you create an Account, submit AI User Input, make a purchase, request a payout, submit a notice or complaint, or contact customer support.
- **Automatically:** when you use the Website and Services, through server logs, cookies and similar technologies. Non-essential cookies are used only with your consent, in accordance with our Cookie Notice.
- **From third parties:** from payment processors (payment status and fraud signals), identity verification and sanctions screening providers (verification results), persons

submitting notices of illegal content, and public authorities, where permitted or required by law.

9. RECIPIENTS OF PERSONAL DATA

We do not sell your personal data. We may share your personal data with the following categories of recipients, only to the extent necessary for the purposes described in this Notice:

- **Processors acting on our behalf** under data processing agreements compliant with Article 28 of the GDPR, including cloud hosting and storage providers, providers of AI models accessed via API, e-mail and customer support tools, analytics providers, and identity verification and sanctions screening providers.
- **Payment processors, card schemes and banks**, which process payment data as independent controllers under their own privacy notices for the purposes of payment processing, fraud prevention and their own legal obligations.
- **Professional advisers**, such as lawyers, auditors and accountants, bound by confidentiality obligations.
- **Public authorities, courts and law enforcement**, where required by law (for example, under an order issued under Article 10 of the Digital Services Act, or under Article 18 of the Digital Services Act where there is a threat to the life or safety of persons), or where necessary to establish, exercise or defend legal claims.
- **Persons who submitted a notice of illegal content**, who are informed of our decision on their notice; we do not disclose your identity to them unless required by law.
- **A buyer or successor** in the event of a merger, acquisition or sale of all or part of our business, subject to equivalent protection of your data.

An up-to-date list of our main processors and their locations is available on request.

10. INTERNATIONAL DATA TRANSFERS

Some of our service providers (in particular, AI model and cloud providers) may process personal data outside the European Economic Area (EEA). We transfer personal data outside the EEA only where one of the following safeguards under Chapter V of the GDPR applies:

- the European Commission has adopted an adequacy decision for the country concerned (Article 45 of the GDPR), including, for recipients in the United States certified under it, the EU-U.S. Data Privacy Framework;
- we have concluded the Standard Contractual Clauses adopted by the European Commission (Commission Implementing Decision (EU) 2021/914), together with supplementary measures where necessary following a transfer impact assessment (Article 46 of the GDPR); or
- in exceptional cases, one of the derogations in Article 49 of the GDPR applies.

You can obtain information about the safeguards used and a copy of them by contacting us at support@meshgen3d.com.

11. DATA RETENTION

We retain personal data only for as long as necessary for the purposes for which it was collected, after which it is securely deleted or anonymised. In particular:

- **Account Data and Contact Information:** for as long as your Account exists and up to thirty (30) days after its closure, unless a longer period applies below.
- **AI User Input and Output:** until you delete it or your Account is closed (taking into account the period for downloading Output after termination set out in our Terms of Service), and in backups for up to 30 days thereafter.

- **Accounting records (including invoices and Transaction Data):** seven (7) years from the end of the financial year in which the transaction took place, as required by the Estonian Accounting Act.
- **Payout and Verification Data and sanctions screening results:** for as long as your Account exists and up to five (5) years after the last payout, to the extent necessary for fraud prevention, sanctions compliance and the defence of legal claims.
- **Content Moderation Data:** up to three (3) years after the decision, or longer where necessary for pending proceedings.
- **Technical Data (logs):** up to twelve (12) months, unless needed longer to investigate a specific security incident.
- **Marketing Data:** until you withdraw your consent or opt out; we keep a record of the withdrawal or opt-out to respect your choice.
- **Data needed for legal claims:** until the expiry of the applicable limitation periods under Estonian law (generally three (3) years from the end of the contract, and up to ten (10) years in case of intentional breach), and until the final resolution of any dispute.

12. SECURITY OF PERSONAL DATA

We implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, including encryption in transit, hashing of passwords, access controls based on the need-to-know principle, logging and monitoring, and regular backups. If a personal data breach is likely to result in a high risk to your rights and freedoms, we will inform you without undue delay in accordance with Article 34 of the GDPR.

13. MANDATORY AND OPTIONAL DATA

Providing Account Data, Contact Information and, for purchases, Transaction and Payment Data is a contractual requirement: without it we cannot create your Account or provide the Services. Providing Payout and Verification Data is required to receive payouts. Some data must be processed to comply with legal obligations (for example, accounting and sanctions laws). Other data is optional, and this will be indicated where it is collected.

14. COMPLAINTS AND SUPERVISORY AUTHORITY

If you have any concerns about how we process your personal data, please contact us first at support@meshgen3d.com and we will try to resolve the matter.

You also have the right to lodge a complaint with a supervisory authority, in particular in the EU Member State of your habitual residence, place of work or place of the alleged infringement. The lead supervisory authority for the Company is the Estonian Data Protection Inspectorate:

Andmekaitse Inspektsioon (Estonian Data Protection Inspectorate)

Tatari 39, 10134 Tallinn, Estonia

Telephone: +372 627 4135

E-mail: info@aki.ee

Website: www.aki.ee

You also have the right to an effective judicial remedy against the Company or a supervisory authority.

15. CHILDREN'S DATA

Our Services are not intended for persons under the age of 18, and we do not knowingly collect their personal data. If we learn that we have collected personal data of a person under

18, we will delete it without undue delay. If you believe that a minor's data has been provided to us, please contact us.

16. PERSONAL DATA OF OTHER PERSONS IN AI USER INPUT

If you upload images or other information relating to other identifiable persons, you are responsible for having a lawful basis for doing so, including, where required, their consent, as set out in our Terms of Service. If you believe that your personal data has been uploaded by another User without a lawful basis, you can contact us at support@meshgen3d.com or submit a notice under the Terms of Service, and we will take appropriate action.

17. CHANGES TO THIS NOTICE

We may update this Notice to reflect changes in our processing activities or in legal requirements. The current version is always available on the Website, with the date of the last update indicated at the top. We will inform you of material changes in advance by e-mail or by a prominent notice on the Website. Where a change requires your consent under the GDPR, we will ask for it separately.