

AmourFou™ - PRIVACY AND RETURN POLICY

Version 1.6 | Version Date: Jan. 06, 2026

This Privacy Policy is an integral part of your agreement with us (www.AmourFouApp.com/Terms.pdf) and valid for the use of the Sites (<https://www.AmourFouApp.com> and related Sites), the App, and the Services related to *AmourFou™ - Crazy Love* – a trademark by Macabama Group LLC, as defined in our Terms & Conditions.

DISCLAIMER FOR CANADIAN USERS:

As defined under Canadian law, Personal Information means information about an identifiable individual ("Personal Information"). The disclosures mentioned herein are meant to transparently convey the methods of collecting, managing, storing, using, protecting, and sharing Personal Information by users ("Privacy Policy"). Users grant their consent to this Privacy Policy through it being readily available for viewing in accordance with the Personal Information Protection and Electronic Documents Act ("PIPEDA"). Processing of sensitive data, including biometrics (e.g., facial embeddings for matching), requires your explicit, informed consent, which you may withdraw at any time for immediate deletion.

DISCLAIMER FOR EUROPEAN AND SWISS USERS:

You have the right to access (Art. 15 GDPR) - You have the right to request copies of your personal data.

The right to rectification (Art. 16 GDPR) - You have the right to request the correction of any information you believe is inaccurate. You also have the right to request to complete incomplete information.

The right to erasure (Art. 17 GDPR) - You have the right to request that our company erase your personal data under certain conditions.

The right to restrict processing (Art. 18 GDPR) - You have the right to request that our company restrict the processing of your personal data under certain conditions.

The right to data portability (Art. 20 GDPR) - You have the right to request that our company transfers the data we have collected about you to another organization or directly to you under certain conditions.

The right to object to processing (Art. 21 GDPR) - You have the right to object to our company's processing of your personal data under certain conditions.

Automated Decision Making (Art. 22 GDPR) – KYC and KYB screenings are performed solely for compliance with U.S. sanctions, export controls, and anti-money-laundering laws. These checks involve automated processing but do not produce legal effects or similarly significantly affect data subjects. Results are manually reviewed by a human decision-maker before any refusal of service. Data subjects have the right to obtain human intervention, express their point of view, and contest the decision. For biometric processing in the AmourFou App (facial embeddings for matching), decisions are not solely automated and are limited to profile suggestions.

International Data Transfers (Art. 45–46 GDPR) - All personal data are transferred from the United States, the United Kingdom, Switzerland, and the rest of the world to the European Servers of Macabama Group LLC, also used for the trademark and app *AmourFou™*, in Germany. Should any data be transferred to the United States, they are safeguarded by the execution of the EU Standard Contractual Clauses (SCCs) adopted by Commission Implementing Decision (EU) 2021/914 (Module 2: Controller-to-Processor or Module 3: Processor-to-Processor, as applicable). The SCCs are incorporated into every contract involving EU/EEA/UK/Swiss personal data prior to any data transfer. Where required, we supplement the SCCs with a UK Addendum (approved by the UK ICO) or

Swiss Transborder Data Flow Agreement. This mechanism ensures full GDPR compliance. All data processing for the AmourFou App occurs on servers in Germany (EU).

Right to complain (Art. 77 GDPR) - EU and Swiss citizens can contact supervisory authorities to complain: EU supervisory authorities: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm
Switzerland supervisory authority: <https://www.edoeb.admin.ch/edoeb/en/home.html>

Contact and Representation - If you are located in the EU/EEA and have any questions or requests regarding your personal data or your rights under the GDPR, we have one month to respond. Please contact us at our email: contact@amourfouapp.com, call or write us at: +1 (505) 514 0014 (preferably Whatsapp Business) Or send us mail: Macabama Group LLC, 5203 Juan Tabo Blvd. NE STE 2b, Albuquerque, New Mexico, 87111.

DISCLAIMER FOR CALIFORNIA USERS:

Your privacy and rights under the California Consumer Privacy Act (CCPA) and the California Online Privacy Protection Act (CalOPPA) are important to us. We offer this document as a resource to view how we collect, manage, store, and use your Personal Information in the day-to-day running of our website. This Privacy Policy, intended for California residents, can be applied to all website users to disclose how we collect, manage, store, and use your Personal Information as defined under Cal. Civ. Code § 1798.140(y) of the California Consumer Privacy Act (CCPA). For sensitive personal information, including biometrics (e.g., facial embeddings), you have additional rights to limit use and disclosure under CCPA/CPRA.

THE BUSINESS (for European Users: Art. 13 or 14 GDPR)

This Privacy Policy is between you and the following organization:

Macabama Group LLC

5203 Juan Tabo Blvd. Suite 2b
Albuquerque, New Mexico 87111
UNITED STATES OF AMERICA
Email: contact@amourfouapp.com
Phone: +1 505 514-0014 (Whatsapp)
<https://www.amourfouapp.com>



PERSONAL INFORMATION COLLECTED

In the past 12 months, we have or had the intention of collecting the following:

Passive Identifiers. The mentioned websites automatically collect basic info in order to allow a proper functionality. For example, the websites collect your IP address without you actively sharing it.

Identifiers that you actively share with us. Like: Real name or alias, postal address, signature, home phone number or mobile phone number, bank account number, credit card number, debit card number or other financial information, physical characteristics or description, e-mail address; account name, Social Security Number (SSN), driver's license number or state identification card number, passport number, or other similar identifiers. We do not collect this set of info, automatically, and we do not collect such info from everyone. It strongly depends on the commissioned services which info we need you to share.

Commercial Information. Records of products or services purchased, obtained, considered, or other purchasing or consuming histories or tendencies.

Transferred Material: In order to provide the commissioned services, you may need to transfer documents, audio or video files, contracts, plans, graphics, photographs, drafts, wishes, texts, etc.

Inferences Drawn From Other Personal Information. Profiles reflecting a person's preference, characteristics, psychological trends, predispositions, behavior, attitudes, abilities, and aptitudes are only compiled when important for the commissioned services. Examples: We may create a profile of your preferences for matching in the AmourFou App.

Biometric Data. Facial images from your profile photos and optionally uploaded ideal partner photos, from which we derive non-reversible facial embeddings (mathematical vectors representing 512 facial features) for AI-based matching. Original photos are deleted immediately after embedding creation; only small thumbnails (100x100 pixels) are retained for your private viewing to manage uploads. Embeddings are used solely for internal similarity comparisons and are not shared or sold.

SPECIAL NOTE ON BIOMETRIC DATA PROCESSING:

PRIVATE TRAUMPARTNER-FOTOS UND KI-MATCHING (EU/DSGVO – SERVER IN DEUTSCHLAND)

Sie können optional bis zu drei Fotos Ihres gewünschten Partnertyps hochladen. Diese Fotos enthalten keinerlei Namen, Kontaktdaten oder sonstige identifizierende Angaben und dienen ausschließlich der rein visuellen Ähnlichkeitsbestimmung. Sie bleiben vollständig privat: Sie sind für keinen anderen Nutzer, keinen Mitarbeiter und keine dritte Partei einsehbar (außer bei behördlicher Anordnung).

Zur besseren Übersicht zeigen wir Ihnen in Ihrem privaten Profilbereich stark verkleinerte Thumbnails (100 × 100 Pixel) Ihrer hochgeladenen Fotos an – ausschließlich für Sie selbst sichtbar, damit Sie diese bei Bedarf austauschen oder löschen können.

Die Fotos werden ausschließlich verwendet, um mathematische Vektoren (Gesichtsempeddings) zu erzeugen. Ebenso erstellen wir Embeddings aus Ihren eigenen öffentlichen Profilfotos (zu denen Sie alle Rechte besitzen). Diese Embeddings nutzt unser KI-basierter Matching-Algorithmus intern und ausschließlich zum Abgleich der Traumpartner-Fotos und User, um Ihnen - wie gewünscht - Profile vorzuschlagen, die äußerlich Ihrem Geschmack entsprechen – und für keinen anderen Zweck. Die Originalfotos der Traumpartner-Fotos werden unmittelbar nach Erstellung der Embeddings und Thumbnails unwiderruflich und endgültig gelöscht. Es verbleiben nur die nicht rückverfolgbaren Embeddings und die stark verkleinerten Thumbnails.

Wichtiger Hinweis zu Ihrer Verantwortung:

Sie dürfen nur Fotos hochladen, an denen Sie die Rechte halten. Abgebildete Personen und Urheber müssen den Upload erlauben und Sie dazu autorisieren. Auch KI-generierte Bilder dürfen nur eingesetzt werden, wenn Sie daran die benötigten Rechte halten. Ihre eigenen Profilfotos zeigen mitunter auch andere Personen (Familie, Freunde, etc.): Diese müssen der Nutzung der Fotos auf AmourFou™ und deren öffentlicher Zurschaustellung (anderer Nutzer können die eigenen Profilfotos sehen) zustimmen. Die Abbildung realer Personen ohne deren Einwilligung kann deren Persönlichkeitsrechte (§§ 22 f. KUG) oder Urheberrechte verletzen – unabhängig davon, dass wir keine Namen oder Identitätsangaben speichern. Wir empfehlen dringend den Einsatz von KI-generierten Fotos, an denen Sie die Rechte halten, oder von eigenen Fotos, um Rechtsverstöße zu vermeiden. Für etwaige Ansprüche Dritter haften Sie allein.

Die Embeddings, Thumbnails und Matching-Ergebnisse werden **nicht verkauft und nicht an Dritte weitergegeben**, es sei denn, wir sind rechtlich dazu verpflichtet (z. B. behördliche oder gerichtliche Anordnung).

Die Verarbeitung umfasst biometrische Daten im Sinne der DSGVO und erfolgt ausschließlich auf Grundlage Ihrer **expliziten Einwilligung** (Art. 9 Abs. 2 lit. a DSGVO), die wir bei der Registrierung über die entsprechende Checkbox einholen. Sie können diese Einwilligung jederzeit widerrufen; wir löschen dann die zugehörigen Embeddings und Thumbnails unverzüglich.

Wir haben eine Datenschutz-Folgenabschätzung (DPIA) durchgeführt und treffen umfangreiche technische und organisatorische Maßnahmen (z. B. Verschlüsselung, Zugriffsbeschränkungen). Alle Daten werden ausschließlich auf Servern in Deutschland (EU) verarbeitet.

DREAM PARTNER PHOTOS AND AI MATCHING (USA, FOCUS ON CCPA/CPRA FOR CALIFORNIA)

You may optionally upload up to three photos representing your ideal partner type. No names, contact details, or any identifying information are attached or required. These photos remain fully private and are never visible to any other user, employee, or third party (except as required by law). For your convenience, we display small internal thumbnails (100×100 pixels) only to you in your private profile to review or replace them.

Original dream partner photos are permanently and irretrievably deleted immediately after creating non-reversible facial embeddings and thumbnails. We also create embeddings from your own public profile photos (over which you hold full rights). These embeddings are used solely and exclusively by our internal AI matching algorithm for comparison purposes to suggest visually compatible profiles – and for no other purpose whatsoever.

Your Responsibility: You must only upload photos you are authorized to use (e.g., AI-generated images or photos with explicit consent of any depicted persons). Uploading images of real persons without their consent may violate their personality or copyright rights, even without any identifying information. We strongly recommend using AI-generated images of which you hold the rights. You are solely responsible for any third-party claims.

We **do not sell** and **do not share** embeddings, thumbnails, or related data with third parties, except as legally required.

The processing involves sensitive personal information (biometric data). Under CCPA/CPRA (and similar state laws), you have rights to know, access, delete, correct, opt-out of sale/sharing, and limit use of sensitive data – contact us to exercise them. (Again: We do not sell or share such data – except as legally required).

PRIVATE IDEAL PARTNER PHOTOS (CANADA, PIPEDA)

You may upload up to three photos of your ideal partner type without any names or identifying information. These remain private, with only small thumbnails visible to you for management. Originals are irretrievably deleted immediately after processing into non-reversible embeddings. We also generate embeddings from your own profile photos. All embeddings are used exclusively for internal AI matching comparisons to suggest suitable profiles – and for no other purpose.

Your Responsibility: Ensure you have rights or consent for any real persons depicted; prefer AI-generated images of which you hold the rights to avoid issues.

Data is **not sold or disclosed** to third parties except as required by law. Processing requires your informed consent, which you may withdraw at any time for immediate deletion.

Hereinafter known as “Personal Information.”

“NO COOKIES” POLICY:

We do not actively integrate cookies into our website code because we value your Privacy. However, you can set your browser not to accept cookies, and you can remove cookies from your browser.

ADVERTISEMENTS:

Our websites do not show advertisements to users. This includes affiliate ads or any products and services offered by 3rd parties not belonging to Macabama Group LLC.

HOW WE USE PERSONAL INFORMATION (For EU Users: Art. 6 and 13 GDPR)

We may use or disclose your Personal Information for the following purpose:

- Alerts. To provide e-mail alerts and other communications regarding our products, services, and offerings that may be of interest or that you registered to receive. You can ask us to opt-out at any time.
- Obligations. To carry out any obligations for paid products, services, offerings, or any obligations under our Terms and Conditions: <https://www.AmourFouApp.com/TCs.pdf>
- Feedback. To generally provide an overall better experience.
- Protection. To protect against fraud, safeguard data, and the general security of the website.
- Security. To detect security incidents, verify human users, and avoid being subject to malicious, deceptive, fraudulent, or illegal activity.
- Law Enforcement. To respond to law enforcement requests as required by applicable law, court order, or governmental regulations.
- Intended Purpose. As described for the intended purpose when collecting your personal information.
- Assessment. To evaluate or conduct a merger, divestiture, restricting, reorganizing, dissolution, or outright sale, either wholly or partially, of our assets in which your Personal Information becomes a part of such sale.
- AI Matching. To perform facial similarity matching using embeddings for suggesting compatible profiles, based solely on your explicit consent.

Our usage of your Personal Information may change over time, and when such changes occur, we will update this Privacy Policy, accordingly.

SELLING PERSONAL INFORMATION:

We **DO NOT** sell your personal information to any Third Party (except in the event of a company sale, where client data may transfer as an asset). If this should change, you will be notified and this Privacy Policy will be updated.

SHARING PERSONAL INFORMATION:

We may disclose some of your Personal Information to 3rd parties for business purposes. The general categories of 3rd parties that we share information with are as follows:

- Third (3rd) parties to perform the commissioned service.
- Affiliates to inform about earned fees; or
- Third (3rd) parties or affiliates to collect payments (Stripe) or comply with bookkeeping demands; or
- Third (3rd) parties to whom you, or an authorized agent on your behalf, authorized us to disclose your Personal Information; or
- Third (3rd) parties or affiliates in connection with a corporate transaction, such as a sale, consolidation, or merger of our financial institution or affiliated business; and
- Other third (3rd) parties to comply with legal requirements or to disclose Personal Information to government authorities per the rule of law. Biometric data (e.g., embeddings) is not shared except as legally required.

In the last 12 months, it is recognized that we have disclosed some of the aforementioned categories of Personal Information for some of the mentioned business purposes.

RIGHT AND CHOICES:

This Section describes your rights and choices regarding how we collect, share, use, and protect your Personal Information, how to exercise those rights, and limits and exceptions to your rights and choices. For sensitive/biometric data, you may limit use or opt-out of processing.

a.) Exceptions. The rights and choices in this Section do not apply to you if the information being collected is:

- Aggregate consumer information;
- Deidentified Personal Information; and
- Publicly available information.

b.) Access to Information. If the above exceptions do not apply, and you have not made this request more than twice in a 12-month period, you have the right to request that we disclose certain information to you about our collection and use of your Personal Information over the past 12 months from the date we receive your request. Once we receive and confirm your request on your behalf, we will disclose it to you or your representative:

- The categories of Personal Information we collect;
- The categories of sources for the Personal Information we collect;
- Our business or commercial purpose for collecting such Personal Information;
- The categories of third parties to whom we disclosed the category of Personal Information for business or commercial purpose;
- The business or commercial purpose for which we disclosed the category of Personal Information; and
- The specific pieces of Personal Information we collected about you in a form that you can take with you

(also called a “*Data Portability Request*”).

c.) Deletion (Erasure) Request Rights. You have the right to request that we delete any of your

Personal Information that we collect from you and retain, subject to certain exceptions. Once we receive and verify your request, we will delete and direct, if applicable, our service providers to delete your Personal Information from our records unless an exception applies. We may deny your deletion request if retaining the Personal Information is necessary for us or our service providers to:

- Complete the transaction for which we collected the Personal Information, provide a service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those for such activity;
- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, or exercise another right provided by law;
- comply with applicable tax laws and book keeping requirements;
- Enable solely internal and lawful uses of such Personal Information that are compatible with the context in which you provided it.

d.) Exercising Access, Data Portability, and Deletion Rights. To exercise the access, data portability, deletion rights, or any other rights mentioned herein, a consumer or a consumer's authorized agent may submit a verifiable request to us by using the contact details mentioned herein.

e.) Requests. You may only make a verifiable consumer request for access or data portability in relation to this Section. We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information is related to you. Making a verifiable consumer request does not require you to create an account with us. We will only use Personal Information provided via a verifiable consumer request to verify the requestor's identity or authority to make the request. We are neither responsible nor liable for fraud regarding such requests.

f.) Authorized Agent. An authorized agent is any person or legal entity registered with the Secretary of State or similar office that you have authorized to act on your behalf. If a request is made by an authorized agent acting on your behalf, we may require the following:

- Submission of evidence by you with your permission for the authorized agent to submit a verifiable request on your behalf;
- For you to directly acknowledge, via electronic communication, that the authorized agent is allowed to act on your behalf;
- Require the authorized agent to verify their identity; or
- For a power of attorney document to be submitted that is signed in accordance with state law.

We reserve the right to deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf or cannot verify their own identity to us.

g.) Response Timing and Format. As required under privacy laws, we agree to respond to any verifiable consumer request within 45 days of its receipt. If we require more time, with a maximum of 90 days, we will inform you, in writing, of the reason. Such notification will be by e-mail unless there is another preferred communication method provided.

If applicable, the response we provide will also explain the reasons we cannot comply with a request. For data portability requests, we will select a format to provide your Personal Information that is readily useable and should allow you to transmit the Personal Information from one entity to another entity without hindrance.

No fee will be charged to process or respond to your verifiable consumer request.

h.) Right of Non-Discrimination. We do not discriminate against you for exercising any of your rights in this Privacy Policy and under applicable laws. Unless permitted by law, we will not:

- Deny you goods or services;
- Charge you different prices or rates for services, and offerings, including through granting discounts or other benefits, imposing penalties; or
- Provide you with a different level of quality of services.

CHANGES AND AMENDMENTS:

We reserve the right to amend this Privacy Policy at our discretion and at any time. When we make changes to this Privacy Policy, we agree to notify you by e-mail or other preferred communication methods.

LINKING TO 3RD PARTIES like WHATSAPP OR FACEBOOK:

We may provide links to 3rd party sources such as websites, applications, content, or software (“3rd Parties”). When you use a link online to visit 3rd Parties or stumble across our representation on 3rd Party venues, apps, or sites, you will be subject to their privacy policy and their jurisdiction of governing law. It is recommended to familiarize yourself with their terms and disclosures regarding your Personal Information. We are not responsible for the handling of your Personal Information when using, accessing, or visiting 3rd Parties; when leaving our Sites. On our Sites you may see Whatsapp, facebook, Instagram, Paypal, amazon, itunes, and other symbols: They all lead you to the respective websites that are neither governed by our Terms & Conditions nor our Privacy and Refund Policy. The exception: Messages and information sent by you to us via such platforms are indeed covered by our Privacy & Refund Policy (but also by the respective terms and privacy and refund policies of the respective 3rd Party service provider).

SECURITY & PROTECTION:

We use reasonable physical, electronic, and procedural safeguards that comply with federal standards to protect and limit access to Personal Information. This includes device safeguards used in accordance with industry standards. For biometric data, we employ encryption, access restrictions, and process all data on servers in Germany (EU) to enhance security.

It is understood by you that the Personal Information you submit to us electronically may not be secure when it is transmitted to us. Specifically, we recommend that you do not use unsecured or public channels to communicate sensitive or confidential information.

CONTACT:

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use your Personal Information, your choices, or your rights regarding such use, or wish to exercise your rights, please do not hesitate to contact us.

Macabama Group LLC

5203 Juan Tabo Blvd. Suite 2b
Albuquerque, New Mexico 87111
UNITED STATES OF AMERICA
Email: contact@amourfouapp.com
Phone: +1 505 514-0014 (Whatsapp)
<https://www.amourfouapp.com>

**ONLINE RETURN POLICY**

We at Macabama Group LLC maintain the policy that all sales are final because we only offer tailor-made services and tailor-made products, including app features and matching. While we hope that you are completely satisfied with our services, to the extent permitted by law, we do not offer returns or exchanges. At our sole discretion, we may offer a solution to perceived problems. If you have any questions about this return policy, please contact us:

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