

# Privacy Policy

Miokido Application – Neodera AI Limited

Effective Date: June 2025 | Version 1.0

## Your Privacy Matters

This Privacy Policy explains how Neodera AI Limited collects, uses, and protects personal data when you use Miokido. We comply with the UK GDPR, the Data Protection Act 2018, and the EU GDPR (where applicable to EU residents).

## 1. Who We Are and How to Contact Us

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Neodera AI Limited (Company Number: 17016204), registered in England and Wales at 45 Chase Court Gardens, Enfield, England EN2 8DJ, United Kingdom, is the data controller for personal data processed through Miokido.

Data Protection contact: [info@neodera.com](mailto:info@neodera.com)

## EU Representative (EU GDPR Article 27)

As Neodera AI Limited is established in the UK and offers services to individuals in the EU, we have appointed an EU Representative as required by EU GDPR Article 27:  
[EU Representative Name & Address – required under EU GDPR Art. 27]  
EU residents may contact our representative directly for any data protection enquiries.

## 2. Data We Collect

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### 2.1 Parent / Account Holder Data

- Full name and email address
- Billing and payment details (processed via our PCI-DSS compliant payment provider; card numbers are never stored by us)
- Country of residence and preferred language
- Account deletion requests and preferences (see Section 9)

### 2.2 Children's Data

#### Children's Data – Highest Protection

We collect only the minimum data necessary about children, consistent with the ICO Age Appropriate Design Code.

- Child's first name or nickname (parent-chosen)
- Child's age or year group (for story personalisation)

- Story preferences and interests (AI personalisation)
- In-app usage and listening history (pseudonymised)

We do NOT collect: full name, school, photograph, precise location, or biometric data relating to children.

### 2.3 Technical Data (Automatically Collected)

- Device type, OS, and app version
- IP address (anonymised after 90 days)
- Session logs and in-app behaviour (aggregated/pseudonymised)
- Crash reports and performance diagnostics (retained 30 days)

## 3. Legal Bases for Processing

Processing Activity	Legal Basis	UK GDPR Article
Account creation and management	Contract performance	Art. 6(1)(b)
Child profile – parental consent	Consent	Art. 6(1)(a) + Art. 8
AI story personalisation	Consent (parental)	Art. 6(1)(a)
Payment processing	Contract performance	Art. 6(1)(b)
Safety, fraud prevention	Legal obligation / Legitimate interests	Art. 6(1)(c)(f)
Analytics (pseudonymised)	Legitimate interests	Art. 6(1)(f)
Optional marketing	Consent	Art. 6(1)(a)

## 4. How We Use Your Data

- Create and manage parent and child profiles
- Generate personalised AI-powered stories tailored to the child's age and preferences
- Provide text-to-speech narration and interactive audio content
- Process subscription payments and manage billing
- Provide customer support
- Maintain platform safety and integrity
- Improve the application through pseudonymised analytics
- Comply with legal obligations including the UK Online Safety Act 2023

## 5. Children's Privacy – Special Protections (ICO Children's Code)

- Verifiable parental consent is required before any child profile is created
- Children cannot create accounts; all accounts are parent-controlled
- No behavioural advertising directed at children
- No sharing of children's data with third parties for commercial purposes
- Profiling limited to story personalisation with explicit parental consent
- Geolocation is off by default and not used in the child interface
- All children's data is encrypted in transit (TLS 1.3) and at rest (AES-256)

- Nudge techniques and dark patterns are prohibited in the child interface

## 6. Data Sharing and Third Parties

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- Payment processors (e.g., Stripe): billing only, under strict DPA terms
- Cloud infrastructure (e.g., AWS/GCP): storage under Data Processing Agreements
- AI service providers: pseudonymised data only; not used for third-party model training
- Analytics providers: aggregated, anonymised data only
- Legal/regulatory authorities: where required by law

We do not sell personal data. We do not share children's data with advertisers or data brokers.

## 7. International Data Transfers

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- UK to EEA: adequacy regulations apply
- UK to non-EEA: UK International Data Transfer Agreements (IDTAs) or equivalent safeguards
- EU to non-EEA: EU Standard Contractual Clauses (SCCs) and Transfer Impact Assessments where required

Our EU Representative ([EU Representative Name & Address – required under EU GDPR Art. 27]) can provide further information on transfer safeguards for EU residents.

## 8. Data Retention

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- Active account data: subscription duration + 12 months
- Children's profile data: deleted within 30 days of account closure or parental request
- Payment records: 7 years (HMRC legal obligation)
- Technical logs: 90 days, then anonymised
- Backup copies: automatically purged within 30 days after primary data deletion is confirmed

## 9. Account and Data Deletion

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### App Store and Google Play Compliance

In compliance with Apple App Store and Google Play requirements, you can delete your account and all associated data directly within the application: Settings > Account > Delete Account. Deletion is permanent and takes effect within 30 days.

You may also request deletion by emailing [info@neodera.com](mailto:info@neodera.com). We will confirm deletion in writing within 30 days. Backup copies are purged within a further 30 days. Certain data may be retained where required by law (e.g., payment records).

## 10. Your Rights

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- Right of access (Art. 15) – request a copy of your personal data
- Right to rectification (Art. 16) – correct inaccurate data
- Right to erasure (Art. 17) – 'right to be forgotten'

- Right to restrict processing (Art. 18)
- Right to data portability (Art. 20)
- Right to object (Art. 21)
- Rights re automated decision-making (Art. 22)

To exercise any right, contact [info@neodera.com](mailto:info@neodera.com). We respond within one calendar month. EU residents may also contact our EU Representative.

## 11. Cookies

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See our separate Tracking and Cookies Notice at [www.miokido.com](http://www.miokido.com).

## 12. Security

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- TLS 1.3 encryption in transit; AES-256 at rest
- Regular penetration testing and security audits
- Role-based access controls and need-to-know access to personal data
- 72-hour breach notification to the ICO and affected individuals where required
- Full incident response procedures documented in our Data Breach Response Plan

## 13. Supervisory Authority

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UK residents: Information Commissioner's Office (ICO), [www.ico.org.uk](http://www.ico.org.uk), 0303 123 1113.

EU residents: your local data protection authority, or contact our EU Representative.

US residents: Federal Trade Commission (FTC), [www.ftc.gov](http://www.ftc.gov). California residents may also contact the California Privacy Protection Agency (CPPA), [www.cppa.ca.gov](http://www.cppa.ca.gov).

## 16. US Residents — COPPA Compliance

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This section applies to users in the United States. Miokido is directed at children under 13. We comply with the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501 et seq.

### 16.1 Verifiable Parental Consent

Before collecting any personal information from a child under 13, we obtain verifiable parental consent from a parent or legal guardian as required by COPPA. No child profile may be created without this consent.

### 16.2 What We Collect from Children (COPPA)

- Child's first name or nickname (parent-chosen)
- Child's age or year group
- Story preferences and interests (AI personalisation)

- In-app usage and listening history (pseudonymised)

We do NOT collect: full name, address, telephone number, Social Security number, photograph, geolocation data, or any other information that would permit contact with the child.

### **16.3 Parental Rights under COPPA**

- Review the personal information collected from your child
- Request deletion of your child's personal information
- Refuse further collection or use of your child's information
- Withdraw consent at any time — contact [info@neodera.com](mailto:info@neodera.com)

To exercise any of these rights, contact us at [info@neodera.com](mailto:info@neodera.com). We will respond within 30 days.

### **16.4 FTC Contact**

For more information about COPPA, visit the US Federal Trade Commission at [www.ftc.gov](http://www.ftc.gov).

## **17. California Residents — CCPA / CPRA Rights**

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This section applies to residents of California, USA, under the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA).

### **17.1 Your California Rights**

- Right to Know: request disclosure of personal information collected, used, disclosed, or sold about you
- Right to Delete: request deletion of personal information we have collected from you
- Right to Correct: request correction of inaccurate personal information
- Right to Opt-Out of Sale or Sharing: we do not sell or share personal information for cross-context behavioural advertising
- Right to Limit Use of Sensitive Personal Information: we do not use sensitive personal information beyond what is necessary for the service
- Right to Non-Discrimination: we will not discriminate against you for exercising your CCPA rights

### **17.2 Do Not Sell or Share My Personal Information**

Neodera AI Limited does not sell personal information and does not share personal information for cross-context behavioural advertising purposes. This applies to children's data in particular.

### **17.3 Exercising Your California Rights**

To submit a verifiable consumer request, contact us at [info@neodera.com](mailto:info@neodera.com). We will acknowledge receipt within 10 business days and respond within 45 calendar days (extendable by a further 45 days where necessary).

### **17.4 Authorised Agent**

You may designate an authorised agent to submit requests on your behalf. We may require written proof of the agent's authorisation and verification of your identity.

## **14. Changes to This Policy**

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Material changes will be notified by email or in-app notice at least 30 days before taking effect.

## **15. Contact**

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Neodera AI Limited | 45 Chase Court Gardens, Enfield, England EN2 8DJ, United Kingdom |  
info@neodera.com | www.miokido.com