

DTEN Action Privacy Policy

Effective date: 19 October 2026

Version: 2.6

Delete your account and data

DTEN Action account deletion: [View instructions and request deletion](#). You can request deletion by email without installing, reinstalling or signing in to the app.

This Privacy Policy explains how DTEN, Inc. handles personal information when you use the DTEN Action app for iPhone and Android, the DTEN Action Card recorder, and the DTEN cloud services that work with them (together, the "Service").

Feature availability varies by platform, app version and region. The standard iPhone App Store release currently does not offer Zoom integration. The Zoom provisions below apply only when that integration is available in your version and you choose to connect it.

You can read this policy in the app and at actioncard.dten.com/legal/privacy-policy.

Privacy at a glance

This summary helps you find the key points. It is not a substitute for the full policy.

Question	Short answer	Read more
What does the Service collect?	Your account details, the recordings you make with Action Card or import, and what is created from them (transcripts, summaries, action items). Also device and diagnostic information, and data from services you choose to connect.	Section 3
Does my audio leave my phone?	Meeting audio is uploaded only after you give permission. Cloud & AI enables uploads to the destinations you select; Zoom, where available, also requires you to connect your Zoom account. The app uses temporary audio storage, not a permanent	Sections 4–5 and 11

audio library: after all selected upload destinations accept a recording, its audio is removed from the app. DTEN deletes its cloud audio after AI processing is complete. Pending uploads and short recordings are handled as described below.

Which AI companies see my recordings?	Google (Gemini API) receives your audio and transcripts. OpenAI receives transcripts and related text. If you connect Zoom , your phone sends audio to Zoom and Zoom AI Companion processes it.	Section 7
Do you train AI models on my content?	DTEN does not use your recordings or content created from them to train general-purpose AI models. We use your content to personalize your own experience, for example through About Me; that is not training.	Section 8
Is Voice ID required?	No. Voice ID is optional and asks for your separate permission. It creates a voiceprint for you only. You can delete it at any time, and it is deleted automatically if you do not use DTEN Action for 24 months. When it is on, the voices of other people in your recordings are compared with your voiceprint, but we do not create voiceprints for them.	Section 9
What is About Me?	Optional information about you that helps the AI understand your meetings, such as which action items are yours. It includes what you write about yourself and, if you allow AI to learn about you, what we learn about you from your meetings: your role, projects, work style and answer preferences. You can view, edit or delete it at any time.	Section 10
How long do you keep my data?	Audio in the app is temporary and is removed after the selected upload destinations accept it. DTEN cloud audio is deleted after AI processing is complete. Transcripts, summaries and other results remain until you delete them or your account, subject to the periods and exceptions below. The future Free-plan retention rule applies only once those plans are introduced.	Section 11
How do I delete my data?	Delete a recording in the app, or delete your account in Settings > Delete account . You can also request account and data deletion by email , without using the app. See Section 11 for verification, timing and the limited data retained after deletion.	Section 11: account deletion
Do you sell my data or show me ads?	No. We do not sell personal information or share it for cross-context behavioral advertising.	Section 12
I was recorded by someone who uses DTEN Action. What can I do?	You can contact us. We do not verify who speaks in a recording, so please give us details such as the meeting date and organizer. Section 13 explains what we hold and how to make a request.	Section 13
Where is my data stored?	In the United States, on Amazon Web Services. Google and OpenAI process it for AI features, in the United States and possibly other countries. If you connect Zoom, Zoom processes what you send to it.	Section 14
How do I contact you?	Submit a ticket at help.dten.com .	Section 18

1. Scope

This policy covers the DTEN Action app, DTEN Action Card, and DTEN's cloud services for recordings, transcripts, summaries, action items and related features.

We offer the Service in the United States, the European Economic Area (EEA), the United Kingdom, Switzerland and Japan.

This policy does not cover services run by other companies that you choose to connect, such as Zoom, Google Calendar or Salesforce. Their own privacy policies apply to what they do with your information. This policy explains what DTEN and the app send to them and receive from them.

Purchases of Action Card hardware are covered by separate terms of sale. Use of the Service is also governed by our [Terms of Use](#).

2. Who we are

The Service is provided by **DTEN, Inc.**, 2099 Gateway Pl, Suite 400, San Jose, CA 95110, United States ("DTEN", "we", "us"). DTEN, Inc. is the controller of the personal information described in this policy, except where Section 2A says otherwise.

- Privacy contact: help.actioncard@dten.com
- Representatives: our representative in the EU (under Article 27 GDPR, also our legal representative under the EU Digital Services Act), in the UK (under Article 27 UK GDPR) and in Switzerland (under the Swiss Federal Act on Data Protection) can be contacted about any matter relating to your personal information through help.actioncard@dten.com.
- Data protection officer: we have not appointed a data protection officer because we are not legally required to. Please send privacy questions to the privacy contact above.

2A. If you use the Service for an organization

If your organization has an agreement with DTEN under which we process personal information on its behalf, your organization is the controller of the recordings and content you create for it, and DTEN processes them as its processor under that agreement. In that case, your organization's privacy notice applies to that content, and requests about it should be sent to your organization; we will help it respond. DTEN remains the controller of your account information, diagnostic and security information, and of any other processing described in this policy that we carry out for our own purposes.

3. What we collect

3.1 Information you give us

Information	Details
Account	Email address, password, name, and profile photo if you add one.
About Me	Text you write about yourself, your display name, and other names people use for you (see Section 10).
Voice ID	If you choose to set it up: three short voice samples and the voiceprint created from them (see Section 9).
Recording details	Titles, descriptions and tags you add or edit.
Speaker names	Names, job titles and companies you give to speakers in a transcript.
Questions to Ask AI	The questions you ask about your recordings and your ratings of the answers.
Feedback and support	Your message, any photos or files you attach, your contact details, and your app version, operating system version, phone model, your phone's name, language and region. When you send feedback, you can choose to include a diagnostic log (see Section 3.3).
Action Card pairing	Your Action Card's serial number, linked to your account.
Permission choices	Your choices about Cloud & AI and Voice ID (turning them on or off), the time of each choice, and which version of the notice you saw.

3.2 Recordings and what is created from them

- **Audio** recorded on Action Card, and audio files you import from files on your phone.
- **Recording information:** start and end time, length and file size.
- **AI results:** transcripts, speaker labels, summaries, titles, tags, action items, answers to your questions, meeting briefs, and project notes that collect facts from your recordings and answer questions about them.
- **Meeting matches:** if you connect Google Calendar, which calendar event a recording belongs to.

Recordings can include anything said during a conversation, including confidential or sensitive information about you and other people. We do not look for sensitive information in recordings. We process it only as part of providing the features described in this policy.

3.3 Device and diagnostic information

Information	When	Can I turn it off?
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Diagnostic logs: app activity logs, logs from Action Card's Bluetooth components, and a device summary (app and operating system version, phone model and name, Action Card serial number, name and firmware version, and battery level). Logs and their upload metadata can include your DTEN user ID, account email address and username, and Action Card serial number. Operational response logs may also contain recording titles, transcript text, summaries or other content returned while a feature runs. We use diagnostic information for troubleshooting and security, not advertising or model training, and review our logging to reduce unnecessary personal information.	If automatic upload is on: automatically when the app goes to the background (at most once an hour). At any time: when you upload logs from Settings, or choose to include them when you send feedback.	Yes. In the United States and Japan, automatic upload is on by default, in both Cloud & AI mode and phone-only mode, because logs help us fix connection and sync problems; you can turn it off in Settings. In the EEA, the UK and Switzerland, automatic upload is off until you allow it: the app asks you the first time you open it, and you can change your choice in Settings. When it is off, logs are no longer uploaded automatically; they are uploaded only when you upload them from Settings or choose to include them with feedback. Logs are deleted from your phone after upload.
Crash reports: crash and non-fatal error details, performance measurements reported by your phone's operating system, app and build information, and your DTEN user ID and account email address when you are signed in.	When a crash or non-fatal error is reported, or the operating system delivers performance reports.	In the EEA, the UK and Switzerland, crash reports are sent only if you allow them: the app asks you the first time you open it, and you can change your choice in Settings. Elsewhere, crash reports cannot be turned off in the app at this time.
Notification and recording status: an app-specific device identifier, push notification tokens, and events such as "recording started" and "recording ended".	When you sign in and when you start or stop a recording.	You can turn off notifications in your phone's settings. Recording status events are needed to show recording progress on your lock screen and in notifications.
Service logs: our servers keep operational logs while they process requests. These logs can include recording titles and AI-generated summaries.	When our servers process your requests.	No.

We do not use advertising identifiers, and the app does not include advertising software.

Android permissions. On Android, the app asks for the Nearby devices permission to find and connect to Action Card over Bluetooth. On older Android versions, Android requires location permission for Bluetooth scanning. We do not collect or store your location.

3.4 Information from services you connect

Service	What we receive
Google Calendar	Your Google email address, and your calendar events: titles, times, and attendee names and email addresses. We also store the access tokens Google gives us.
Salesforce	Account and contact names and email addresses that match your searches, and the information needed to create tasks you send. We also store the access tokens Salesforce gives us.

Zoom, where available	You start authorization from the app. DTEN's servers handle the OAuth callback, exchange and refresh of tokens, and storage of the connection credentials. The app obtains an access token when needed to call Zoom. We receive your Zoom account identity, email address and profile information to display and manage the connection. Notes created by Zoom AI Companion (summary, next steps and transcript) are downloaded to the app.
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3.5 Information about other people

Using the Service means handling information about people other than you:

- **Meeting participants:** their voices and what they say in your recordings, and the transcripts and summaries created from them.
- **Calendar attendees:** names and email addresses from your connected calendar.
- **Speakers:** names, job titles and companies you assign to speakers, including names suggested from your calendar.
- **Speaker matching results:** if you use Voice ID, for each speaker in a recording, a similarity score from comparing their voice with your voiceprint, and whether they were matched as you, not you, or unknown. We do not create or keep voiceprints for other people (see Section 9).

Section 13 explains what this means for people who are recorded.

4. How recordings move

Step	What happens	Where
1	Action Card records audio and stores it on the card.	Action Card
2	The card transfers recordings to DTEN Action over Bluetooth or the card's own Wi-Fi connection. The app keeps a temporary audio copy for transfer and upload. Imported audio is handled as an app-owned copy; we do not delete the original file outside the app.	Your phone
3	Only after you have turned on Cloud & AI , eligible audio and recording information are uploaded to the destinations selected for that recording. DTEN-bound recordings are uploaded to DTEN's cloud. The card copy is removed according to the device's deletion-after-upload behavior and settings; deletion may wait until the card is connected.	DTEN cloud (Amazon Web Services, United States); Action Card
4	After every selected upload destination has accepted the recording, the app removes its temporary audio and associated upload copies. If a required upload has not been accepted, temporary audio may remain so the app can retry. Acceptance of an upload is not the same as completion of AI processing.	Your phone
5	For recordings uploaded to DTEN, our servers separate the speakers, reduce noise, compare voices with your Voice ID if you have one, and build a search index. These steps run on DTEN's own servers.	DTEN cloud

6	DTEN sends recording audio to Google's Gemini API to create a transcript. Gemini also creates summaries, titles and tags, answers Ask AI questions and meeting brief requests, and is a backup for finding action items.	Google
7	DTEN sends transcripts and related text to OpenAI to extract action items, match the recording to a calendar meeting, build project notes, and update About Me if you have turned on "Let AI learn about me".	OpenAI
8	Results are saved to your account and shown in the app. Once AI processing is complete, DTEN deletes its cloud recording audio—the original, processed and noise-reduced versions, including stored versions of those files. Transcripts, summaries, action items and other results remain under Section 11.	DTEN cloud; your phone

What this means for you. DTEN Action is not a permanent archive of original audio. The app does not offer sharing or exporting its original recording audio. Once that audio has been removed from the app and DTEN's cloud, DTEN Action cannot restore it or transcribe it again. Where available, you can regenerate a summary from the retained transcript; that does not restore or reprocess the original audio. App cleanup does not erase an original file you imported from outside the app or a copy you previously saved elsewhere.

Short recordings. If **Skip short recordings** is enabled in **Settings > General**, eligible recordings shorter than 10 seconds are discarded rather than uploaded. This setting is on by default. Turning it off later does not recover audio already discarded. This rule does not retroactively erase a recording already accepted by an upload destination.

Pending or disabled uploads. If you have not given permission, or an upload is interrupted or fails, temporary audio may remain on the phone pending your decision, a retry or deletion. Choosing **Not now** is not an instruction to delete existing audio. You can remove remaining local recordings using the controls in Section 11.

Optional Zoom path. Where Zoom integration is available, you must connect your Zoom account and enable Cloud & AI before new audio is submitted. Your phone sends audio and recording information, such as its title, times, length and size, **directly to Zoom** and requests processing by Zoom AI Companion. The app downloads the resulting notes. DTEN's servers manage the OAuth connection; this does not mean the audio is relayed through DTEN's cloud or that DTEN sends its own transcripts to Zoom.

When you first connect Zoom, new recordings are set to go **to Zoom only**. You can change destinations in Settings where that control is available. Recordings set to Zoom only are not uploaded to DTEN for its transcription and summarization. Connection information, recording status events and diagnostic information are separate and are handled as described in Section 3. The app does not provide a general-purpose feature for sending your historical recordings to Zoom, and audio already removed from the app cannot be uploaded again from that deleted copy.

5. Your Cloud & AI permission

You choose whether to enable Cloud & AI. You can decline without agreeing to upload meeting audio. In this policy, **phone-only mode** means that new meeting recordings are not uploaded while Cloud & AI is off; it does not mean that account services, notifications or separately permitted diagnostics never use a network connection.

Feature	Cloud & AI on	Cloud & AI off / Not now
Recording on Action Card and transfer to your phone	Available	Available
Audio storage in the app	Temporary; removed after the selected destinations accept it	Pending local audio may remain until you enable uploads or delete it; short-recording rules still apply
New uploads to DTEN's cloud	Automatic for eligible recordings selected for DTEN	Paused
New DTEN transcripts, summaries, action items, Ask AI and other AI processing	Available for the content you authorize	Not started
Viewing existing cloud results	Available	Available until you delete them
Voice ID and About Me AI features	Available, with their additional choices	Not available for new AI processing
Google Calendar	Meeting reminders and AI meeting matching	Meeting reminders; no new AI matching
New uploads to Zoom, where available and connected	Available for recordings selected for Zoom	Paused

Cloud storage and AI processing go together. We do not offer a separate DTEN audio-storage-only service: uploading a recording to DTEN starts processing it for the AI features described here.

Asking first. Before meeting audio is uploaded, the app shows a Cloud & AI permission screen. It identifies **Google Gemini** and **OpenAI**, explains the information shared with them and why, and links to this policy. Select **Agree and continue** to enable the disclosed processing, or **Not now** to decline. Creating an account, accepting our Terms of Use, allowing Bluetooth or microphone access, or starting a recording does not by itself give this permission. Zoom additionally requires your explicit connection authorization where available.

We record your permission choice, when you made it and the version of the notice you saw. Permission is associated with your account; another person's decision on the same phone is not permission for your account.

Earlier app versions. If you have not already made a choice under the applicable permission notice, the app asks you and pauses uploads until you choose. Previously uploaded recordings and results are not deleted by that prompt; you can delete them using Section 11.

Turning it on later. Go to **Settings > General > Cloud & AI**. Enabling it permits eligible pending recordings to upload according to their selected destinations and your short-recording setting. It does not restore deleted audio or change every recording to a different destination.

Turning it off. Go to **Settings > General > Cloud & AI** and turn it off. From that point:

- the app pauses new recording uploads, including queued uploads; in versions with Zoom integration, it also pauses new Zoom submissions;
- we do not start new AI processing of your data, including transcripts, summaries, action items, project notes, AI calendar matching, About Me learning and Ask AI;
- temporary audio not yet accepted by its selected destinations may remain on the phone until you delete it or enable uploads again.

Requests and data already submitted to an AI provider cannot be recalled. Zoom may continue processing audio already accepted by Zoom. Turning off Cloud & AI does not delete previous results, end a connected service's authorization, or automatically remove copies already held by providers. To end a Zoom connection, also disconnect it in Settings; manage recordings already in Zoom using Zoom's controls.

Existing results remain available until you delete them or your account. We retain them to provide the Service you signed up for, not to initiate new AI processing after you withdraw permission.

Separate choices. Cloud & AI does not replace the separate permission for Voice ID or the diagnostics choices in Section 3.3. Turning Cloud & AI off does not turn off account, security, notification or diagnostic processing described elsewhere in this policy. Diagnostic uploads and crash reporting remain subject to their own applicable permissions.

When we ask again. If we add a new AI provider, a new use of your content or a new kind of data, we ask for permission again before that change applies to you.

6. How we use information

We use personal information to:

1. create and run your account, and pair and connect Action Card;
2. transfer, store and sync your recordings;
3. create transcripts, summaries, action items, answers, meeting briefs and project notes;
4. recognize your voice if you set up Voice ID, and personalize results with About Me;
5. connect the services you choose, and send information to them when you ask;
6. send meeting reminders and show recording status;

7. send account emails, such as account activation and password reset;
8. diagnose problems, fix bugs and keep the Service working;
9. check and improve the quality of our features through internal tests and evaluations (see Section 6A);
10. keep the Service secure and prevent misuse;
11. respond to your requests and feedback;
12. meet legal obligations and respond to valid legal requests.

DTEN does not use your recordings or content created from them to train general-purpose AI models (see Section 8), and we do not use your content for advertising.

Legal bases (EEA, UK and Switzerland)

Use	Legal basis (GDPR / UK GDPR)
Creating and running your account; pairing Action Card; phone-only features; account emails; meeting reminders and recording status; responding to support requests and feedback	Contract — Article 6(1)(b)
Cloud & AI: uploading recordings; transcripts, summaries, titles, tags, action items, Ask AI, meeting briefs and project notes; matching recordings to calendar meetings; using your About Me text as context; sending content to Google and OpenAI for these purposes	Consent — Article 6(1)(a). You can withdraw it at any time (Section 5).
Keeping recordings and results that are already in your account, and showing them to you, including after you turn off Cloud & AI	Contract — Article 6(1)(b)
"Let AI learn about me"	Consent — Article 6(1)(a)
Voice ID: creating your voiceprint and recognizing your voice in recordings	Explicit consent — Article 9(2)(a), together with Article 6(1)(a)
Connecting Zoom, Google Calendar or Salesforce, reading from them and sending information to them at your request	Contract — Article 6(1)(b)
Information about other people in your recordings, calendar and speaker names, including comparing their voices with your voiceprint if you use Voice ID	Legitimate interests — Article 6(1)(f): our interest, and yours, in providing the recording and note-taking features you use. We limit this to what the features need, we do not use it to profile those people, and they can object (Section 13). Recordings may by chance contain sensitive information about people; we do not look for it, infer it or use it for any separate purpose.

Diagnostic logs and crash reports	Consent — Article 6(1)(a), which also covers the consent required by the ePrivacy rules for accessing information on your device. You can withdraw it at any time in Settings (Section 3.3).
Service logs; security and misuse prevention	Legitimate interests — Article 6(1)(f): keeping the Service working and secure
Internal quality evaluation (Section 6A)	Legitimate interests — Article 6(1)(f): making our features accurate and reliable
Records of your permission choices and of completed deletions	Legitimate interests — Article 6(1)(f): being able to show that we followed your choices and requests
Complying with legal obligations under EU or member state law (or UK law)	Legal obligation — Article 6(1)(c)
Responding to other lawful requests from authorities; establishing, exercising or defending legal claims	Legitimate interests — Article 6(1)(f)

Objecting. Where we rely on legitimate interests, you can object by emailing help.actioncard@dtten.com. We will stop unless we have compelling legitimate grounds, which we will explain to you. You can also turn off automatic upload of diagnostic logs yourself in Settings (Section 3.3).

6A. Internal quality evaluation

To check and improve the quality of our features — for example, whether transcripts, summaries and action items are accurate — authorized DTEN staff run internal tests and evaluations. In these evaluations we may run recordings, transcripts and results through our features again, and we may send them to our AI providers (Google and OpenAI) under the same terms described in Section 7, for example to compare results. Evaluations are not model training, and the results are used only to improve how our features work.

We carry out these evaluations using recordings made by DTEN staff and test accounts. We do not use recordings or content from customer accounts for evaluation.

7. Who receives your information

We share personal information only as described in this section, as required by law, or as described below the table.

Our service providers. Amazon Web Services, Google (Gemini API and Firebase Crashlytics), OpenAI, Twilio SendGrid, Apple (push notifications on iPhone) and Google (Firebase Cloud Messaging, for push notifications on Android) process personal information on our behalf. Our contracts require them to use it only to provide their services to us and to protect it. When we

share personal information with third parties to provide the Service, we require protection that is the same as, or equivalent to, the protection described in this policy and applicable privacy requirements. **Services you connect**, such as Zoom, Google Calendar and Salesforce, are provided under your own (or your organization's) account with those companies. When you ask the app or us to read from or send information to them, they handle it under their own terms and privacy policies.

Recipient	What they receive	Why	When
DTEN cloud (Amazon Web Services, United States)	Recording audio until processing is complete; transcripts, summaries and other results; and your account information	Storing your recordings and results and syncing them to your account	Account services while you use the Service; recording uploads and AI processing after permission; other information as described in Section 3
Google Gemini API	Recording audio; transcripts, summaries, action items and attendee names; the questions you ask in Ask AI. When it is used as a backup for finding action items, also your About Me, display name and other names	Transcripts, summaries, titles and tags, Ask AI answers and meeting briefs; a backup for finding action items	Recordings uploaded to DTEN with permission; authorized AI questions and related requests
OpenAI	Transcripts; recording titles and summaries; attendee names and email addresses and calendar event titles if you connect a calendar; your About Me, display name and other names; facts and questions for project notes	Finding action items, matching recordings to calendar meetings, building project notes, and personalizing your results with About Me	Authorized processing of recordings uploaded to DTEN; authorized project notes and About Me updates
Zoom Video Communications, Inc. (where available and connected)	Recording audio and recording details, sent directly from your phone; authorization and token requests managed by DTEN's servers	Storing the recording in your Zoom account; Zoom AI Companion creates a summary, next steps and transcript	Eligible new recordings selected for Zoom after the required permissions; connection management while connected
Google LLC — Google Calendar (if you connect it)	Requests to read your calendar	Meeting reminders, matching recordings to meetings, suggesting speaker names	While connected
Salesforce, Inc. (if you connect it)	Your searches; action items you send as tasks	Finding contacts and creating tasks in your Salesforce account	When you search or send
Apple Inc. (iPhone) and Google LLC — Firebase Cloud Messaging	Notification tokens and notification content, including the title of an upcoming calendar meeting	Meeting reminders and recording status on your	Before calendar meetings; when recording starts or stops

(Android): push notifications		lock screen and in notifications	
Twilio Inc. (SendGrid)	Your email address and the content of account emails	Sending account activation and password reset emails	When you register or reset your password
Google LLC — Firebase Crashlytics	Crash and non-fatal error reports, performance measurements, app and build information, and your DTEN user ID and account email address when signed in	Finding and fixing crashes and reliability problems	When a report is generated, subject to the regional permission choices in Section 3.3

Amazon Web Services also stores your Voice ID data, profile photo, feedback, diagnostic logs and connected-service credentials for us. Diagnostic uploads can include the account and content fields described in Section 3.3. The Gemini API is provided by Google LLC. If you have turned on "Let AI learn about me", OpenAI also receives the transcripts of your recordings with speaker labels, titles and tags (see Section 10).

Your phone's calendar and reminders. If you add action items to the calendar or reminders app on your phone (for example, Apple Calendar or Reminders on iPhone), the app writes them on your phone. DTEN does not receive your phone's calendar or reminders data.

Other disclosures. We may also disclose information:

- when required by law, or to respond to a valid legal request;
- to protect the rights, safety or security of our users, the public or DTEN;
- as part of a merger, acquisition or sale of assets, in which case this policy continues to apply to the information transferred, and we will tell you before your information becomes subject to a different policy.

DTEN staff. Authorized DTEN staff may access account information, diagnostic logs or content when this is needed to provide support you request, investigate a problem or misuse, or comply with the law.

8. Model training

- 1. No training of general-purpose AI models.** DTEN does not use your recordings or content created from them to train general-purpose AI models.
- 2. AI providers process your content for us.** Google and OpenAI receive your content to produce the results described in Section 4, under their terms with us. Zoom processes what you send to it under Zoom's own terms (Section 4).
- 3. Personalization is not training.** About Me uses your content to make your own results more useful (see Section 10). It affects only your account, and you can see and delete it.

4. **If this ever changes**, and we want to use your content to train general-purpose AI models, we will offer it as a separate, optional choice and ask you first. Saying no will not affect the rest of the Service. Internal quality evaluation (Section 6A) is not training.

9. Voice ID and speaker recognition

What it is. Voice ID lets the Service recognize which parts of a recording are spoken by you, so it can pick out the action items that are yours. To do this we create a voiceprint: a numerical representation of the characteristics of your voice. A voiceprint is a biometric identifier under the laws of several U.S. states, such as Illinois, Texas, Washington and Colorado; it is biometric data, a special category of personal data, in the EEA, the UK and Switzerland; and it is a personal identification code under Japanese law. We handle all Voice ID data as biometric data.

Your choice and consent. Voice ID is optional. It requires Cloud & AI and asks for your consent on its own screen, which tells you what we collect, why, how long we keep it and who stores it for us. We collect Voice ID data only after you agree on that screen, and we keep a record of your consent (the date and the version of the screen). Accepting our Terms of Use is not consent to Voice ID. If you skip it, recording, transcription and summaries still work. You can withdraw your consent at any time by deleting Voice ID.

What we collect.

- Three short voice samples that you record with your phone's microphone. The temporary files on your phone are deleted after upload.
- The voiceprint created from those samples.
- Settings used for matching, and the record of your consent.

What we use it for. Only to work out which parts of your recordings are spoken by you. We do not use Voice ID data to identify anyone else, for advertising, or to train general-purpose AI models.

Who stores and processes it. Voice ID data is stored in DTEN's cloud on Amazon Web Services in the United States, which hosts it for us as our service provider under a contract that limits its use to that purpose. Matching runs only on DTEN's own servers. The Voice ID enrollment samples and stored voiceprint are not sent to Google, OpenAI or Zoom. Ordinary meeting audio may still contain your voice and may be sent to Gemini or, if you choose that destination, Zoom as described in Sections 4 and 7. We do not disclose Voice ID data to anyone else unless you ask us to, or the law, a valid warrant or a subpoena requires it.

No sale. We do not sell, lease, trade or otherwise profit from Voice ID data.

Only your voiceprint. We create a voiceprint only for you. We do not create or keep voiceprints for other people.

How recordings are analyzed. To work out which parts of a recording are spoken by you, our servers separate the speakers in each recording and compare each speaker's voice with your voiceprint. This means that the voices of other people in your recordings are analyzed by an

automated comparison while the recording is processed. The voice measurements used for this comparison are not saved. What we do save, with the recording:

- for each speaker, a similarity score from this comparison, and whether the speaker was matched as you, not you, or unknown;
- any names, job titles and companies that you give to speakers, or that are suggested from your calendar.

We use the comparison only to label which parts of a recording are yours, not to identify anyone else. These results are deleted with the recording (see Section 11).

Retention and destruction. This is our public policy for keeping and destroying Voice ID data. We permanently destroy your voice samples and voiceprint, including all stored versions of those files, at the earliest of these times:

- when you delete Voice ID (**Settings > Voice ID > Delete voiceprint**) – right away;
- when you delete your account – usually within minutes, and in any case within 30 days;
- **24 months after you last used DTEN Action** – automatically;
- when we determine that we no longer need it for Voice ID. We review this at least once a year and delete within 45 days of such a determination.

Copies in our backups are overwritten within 35 days. After deletion we keep only a record, with no voice data, that you set up and deleted Voice ID (such as the dates and the number of samples), to show that we followed your choice. It is deleted when you delete your account.

Security. We store, transmit and protect Voice ID data using the reasonable standard of care in our industry, and at least as protectively as we protect other confidential information.

10. About Me

What it is. About Me is optional information about you that helps the AI understand your meetings – for example, which action items belong to you and how people refer to you. You do not have to use it: recording, transcription and summaries work without it. It is not only what you write: if you allow AI to learn about you, we also learn things about you from your meetings. It has two parts:

Part	What it contains	Default
What you write	Text about yourself, your display name, and other names people call you	Empty until you add something
Let AI learn about me	Entries the AI learns about you from your past and future meetings: your role, projects, work style and answer preferences. It does not write about project status, other people, clients or amounts.	Off

How it is used. When we extract action items, we send your About Me text, display name and other names to OpenAI as context (and to Google's Gemini API when it is used as a backup), and we use

them to correct who an action item belongs to. If you turn on "Let AI learn about me", we send the transcripts of your recordings, with speaker labels, titles and tags, to OpenAI to create and update entries. Entries are updated daily and rebuilt every 14 days.

What it is not.

- It is not a hidden profile. You can see every entry.
- It is not used to train general-purpose AI models.
- It is not shared with other users, and not used for advertising.

Your controls. In **Settings > About me** you can:

- view and edit what you wrote;
- view, confirm, edit or delete each learned entry, or undo the most recent batch;
- turn off "Let AI learn about me" — it then stops learning from your meetings and stops using learned entries; entries you already have are not deleted automatically;
- tap **Clear my profile** to delete your About Me text and all learned entries.

About Me requires Cloud & AI. After you turn off Cloud & AI, we do not start any new AI processing of your data, so About Me is no longer used and "Let AI learn about me" no longer learns. When you delete a recording, we remove it as a source of your learned entries, and entries that came only from that recording are deleted. Deleting your account deletes About Me.

11. Retention and deletion

We keep personal information until you delete it or your account, unless a shorter period or an exception below applies. Some information is deleted automatically: temporary app audio after the selected upload destinations accept it; recording audio in DTEN's cloud once AI processing is complete; Voice ID after 24 months without use; and, once we introduce paid plans, content in accounts on the Free plan, as described below.

Request deletion of your DTEN Action account and data

You can ask **DTEN, Inc.** to delete your **DTEN Action account and its associated data** using the options below. You do not need to install, reinstall or sign in to the app to make an email request.

- **By email:** send a message from your registered account email address to help.actioncard@dten.com, with the subject **DTEN Action account deletion request**. State that you want to delete your DTEN Action account and its associated data, and identify the email address used for that account. If the link does not open an email app, copy the address into your email service. Do not send your password, verification codes or recordings.
- **If you cannot access your registered email:** contact the same address from an email account you can use, identify your DTEN Action account email address, and explain that you have lost access. We will help you verify ownership before acting on the request.

- **In the app:** open **Settings > Delete account** and confirm deletion.

Verification and timing. We may need to verify that you own the account before deleting it. For email requests, we respond within one month; if a request is complex and needs more time, we will explain why and any extension, as described in Section 12. Sending an email does not immediately disable your account. After verification and once we initiate deletion, you are signed out and cannot sign in. Deletion of the account's cloud content usually completes within minutes and, in any case, within 30 days after deletion is initiated, subject to the retention periods and exceptions below. The same cloud deletion process applies when you confirm deletion in the app.

What we delete. We delete your account profile and sign-in credentials, any remaining cloud recording audio, transcripts, summaries, action items, Ask AI conversations and other AI results, Voice ID, About Me, speaker information, project notes, feedback, settings and permission records, including stored file versions. We remove the Google Calendar, Salesforce and Zoom connection credentials held by DTEN, where connected, and release your Action Card's account pairing. The limited records described below are retained separately.

What may remain and for how long. Backups are overwritten within **35 days**; service logs are kept for **30 days**; diagnostic logs for **90 days after upload**; and crash reports for **90 days** under the retention settings described below. To demonstrate that we completed your request, a limited deletion record is kept for **3 years**. An internal account number and the account's creation and deletion dates, with no other information about you, remain for technical reasons; no fixed deletion period is set for this technical record. Information subject to a legal hold may be kept longer as explained below. See [retention details and deletion limits](#) for the data involved and the separate schedules that apply to AI providers.

Devices and other services. An email request does not remotely erase files on your phone, Action Card, personal backups or other devices. Content already sent to Zoom, Salesforce or another recipient, and information in another user's account, is handled as described below. To revoke access you granted to connected services, use those services' account settings. You can request deletion of your DTEN account without first clearing your devices or disconnecting those services.

How long we keep each type of information

Information	How long
Recordings on Action Card	Until removed after upload under the applicable device setting, or until you delete them. A deletion request may wait for the correct card to reconnect.
Audio in the app	Temporary copies are removed after all selected upload destinations accept the recording. Pending or failed uploads may remain until accepted or deleted. Eligible short recordings are discarded when Skip short recordings is on. See Section 4.
Recording audio in DTEN's cloud	Deleted once AI processing of the recording is complete, including all stored versions of the files

Transcripts, summaries, action items and other AI results in DTEN's cloud	Until you delete the recording or your account. On the Free plan, see "Free and Pro plans" below.
Voice ID	Until you delete Voice ID or your account, and in any case no later than 24 months after you last used DTEN Action (see Section 9)
About Me	Until you clear it or delete your account
Speaker names and matching results	Until you delete the recording or your account
Calendar and Salesforce connections	Until you disconnect or delete your account
Zoom connection, where available	Connection information and OAuth credentials managed by DTEN's servers until you disconnect or delete your account; the app uses access tokens as needed. Disconnecting does not delete content already in Zoom.
Feedback	Until you delete your account
Permission records	While you have an account
Diagnostic logs	90 days after upload
Crash reports	90 days, under Firebase Crashlytics' retention settings
Service logs	30 days
Backups	Overwritten within 35 days
Deletion record (see below)	3 years after your account is deleted

Free and Pro plans

We plan to introduce a Free plan and a paid Pro plan (see Section 5 of our Terms of Use). Once these plans are available, the following applies. If you have Pro — whether it was included with Action Card or you paid for it — and it ends, your account moves to the Free plan. The recordings and results already in your account in DTEN's cloud are then kept for another 30 days. If you do not upgrade within those 30 days, they are deleted. After that, new recordings and results in an account on the Free plan are also kept for 30 days. These future plan limits do not change the temporary-audio cleanup rules on your phone described in Section 4.

What each action does

Action	Effect
Delete a recording (in	The recording disappears from the app on all your devices, and the app deletes the copies on your phone and Action Card. We then delete the recording and everything created from it from DTEN's cloud — any remaining audio, transcript, summary, action items, Ask AI conversations, speaker names and matching

the Meetings list)	results, search index, and the facts it contributed to project notes and About Me — including all stored versions of the files. This usually completes within minutes, and in any case within 30 days. Copies in our backups are overwritten within 35 days. We keep a record of the deletion, without any content, until you delete your account.
Clear cloud recordings (Settings)	Deletes your DTEN cloud recordings and their derived content in the same way as Delete a recording . This control is not a guarantee that original audio remains on your phone: audio already removed under the temporary-storage rules cannot be recovered.
Clear local recordings (Settings)	Deletes remaining app-owned local recording copies and requests deletion of applicable card copies; the card may need to be connected to finish. DTEN cloud results remain. This does not erase imported originals outside the app or copies held by other services.
Delete account (Settings > Delete account)	Right away: you are signed out on all your devices and can no longer sign in; your Action Card is released, the name and pairing information you set for it are cleared, and it can be paired with another account; your notification tokens and scheduled meeting reminders are removed; stored connection credentials for Google Calendar, Salesforce and Zoom, where connected, are deleted; and your email address can be used to register a new account. Then we delete everything in your account from DTEN's cloud — recordings, AI results, Voice ID, About Me, speaker information, project notes, feedback, settings and permission records — including all stored versions of the files. This usually completes within minutes, and in any case within 30 days. If a step fails, we retry automatically. The app also deletes recordings stored on your phone.
Turn off Cloud & AI	Stops the app from uploading, and we do not start any new AI processing of your data. Nothing already in the cloud is deleted (see Section 5).
Disconnect Google Calendar or Salesforce	We delete the access tokens we stored and stop reading from or sending to that service. Meeting titles already matched to recordings stay with those recordings. To fully remove our access, you can also revoke it in your Google or Salesforce account settings.
Disconnect Zoom, where available	The app requests removal of the server-managed connection and credentials, clears local connection state and stops new submissions from the app. Audio already accepted by Zoom may finish processing. Recordings and notes already in your Zoom account remain there; delete them using Zoom's controls.
Sign out or remove the app	Does not delete your account or cloud data. Signing out is not a request to erase remaining app-owned audio. Removing the app removes its local data from that phone, but not separate imported originals or copies elsewhere.

Deleting a recording in DTEN Action does not delete a copy that was already sent to Zoom.

What we keep after you delete your account

- **Deletion record.** To show that we completed your request, we keep a record of the deletion: an internal user ID, when the account was created and deleted, how many items of each type were deleted, and a one-way hash of your email address (not the address itself). We keep it for 3 years after the deletion. An internal account number, with the account's creation and deletion dates and no other information about you, remains in our database for technical reasons.

What deleting your account does not reach

- **Access you granted to other services.** Deleting your account removes the connection on our side, but it does not revoke DTEN Action's access in your Google, Salesforce or Zoom account. To remove it, go to your Google Account, Salesforce and Zoom settings and remove DTEN Action.
- **AI providers.** Google and OpenAI keep the content we send them only for a limited time — for OpenAI, up to 30 days; Google keeps it for a limited time under its terms of service to detect abuse. Audio files we upload to Google's file storage are deleted automatically after 48 hours. Deleting a recording or your account in DTEN Action does not reach these copies; they are deleted on these schedules.
- **Content sent elsewhere.** Recordings sent to Zoom and the notes Zoom created, tasks created in Salesforce, and files you exported or shared stay with those recipients. Account emails and notifications that were already delivered stay where they were delivered. Use the recipient's controls to delete them.
- **Other users' accounts.** If you appear in another user's recordings — for example, what you said in their meeting, or a speaker name they gave you — that information belongs to their account and is deleted under their choices, not yours. You can still contact us as described in Section 13.
- **Your devices.** Deleting your account does not erase recordings that are still stored on your Action Card. To remove them, use **Clear local recordings** before you delete your account. The current iPhone app marks its temporary recording-audio files to be excluded from device backups. Older app backups or copies you saved outside the app may still contain audio or other app data; those copies are under your control.
- **Backups and logs.** Copies in our backups are overwritten within 35 days, and service logs are deleted within 30 days.
- **Legal holds.** We may keep information longer where the law requires it, or to establish, exercise or defend legal claims.

12. Your choices and rights

Controls in the app

What	Where
Cloud & AI on or off	Settings > General > Cloud & AI
Delete a recording	Meetings list, press and hold a recording, then Delete
Delete all cloud or local recordings	Settings > Clear cloud recordings / Clear local recordings
Voice ID	Settings > Voice ID
About Me and "Let AI learn about me"	Settings > About me
Automatic upload of diagnostic logs (and, in the EEA, the UK and Switzerland, crash reports)	Settings

Connect or disconnect Google Calendar, Salesforce, or Zoom where available	Settings > Connections; only integrations available in your version are shown
Upload destinations, where available	Settings; Zoom destinations require an available Zoom integration and an authorized connection
Skip short recordings	Settings > General
Delete account	Settings > Delete account
Notifications, Bluetooth (on Android, Nearby devices), microphone, calendar and reminders access	Your phone's settings

What you must provide

To create an account we need your email address, a password and your name; without them we cannot provide the Service. Everything else is optional: you can use phone-only mode, and you can choose not to set up Voice ID, About Me or any connection. If you do not turn on Cloud & AI, we cannot provide transcripts, summaries or other AI features.

Automated decisions

We do not make decisions about you based solely on automated processing that produce legal effects or similarly significantly affect you. AI-generated results, such as suggested action items, are suggestions for you to review.

Your rights

Depending on where you live, you may have the right to:

- **access** the personal information we hold about you and get a copy;
- **correct** inaccurate information;
- **delete** your information;
- **restrict** how we use it;
- **receive** your information in a portable format. Where available, the app lets you share supported text results, such as transcripts and summaries. To request a copy of your retained transcripts, summaries, action items, About Me and settings in a commonly used, machine-readable format (JSON), email us. The app does not offer original-audio sharing or export. Audio already deleted from the app or DTEN's cloud cannot be included in an export or restored;
- **object** to processing based on legitimate interests (see Section 6);
- **withdraw consent** at any time, without affecting processing that happened before;
- **complain** to a data protection authority, in particular in the country where you live or work. In the UK, this is the Information Commissioner's Office. In Switzerland, it is the Federal Data Protection and Information Commissioner. If you are in the UK, you can also complain to us first at help.actioncard@dtten.com. We will

acknowledge your complaint within 30 days, look into it without undue delay, and tell you the outcome. This does not affect your right to complain to the Information Commissioner.

To request deletion of your DTEN Action account and its associated data without using the app, follow the [account deletion instructions](#). To make another privacy request, email help.actioncard@dten.com. We may need to confirm your identity first. We respond within one month. If a request is complex, we may extend this by up to two more months and will tell you why.

United States

Residents of California and other U.S. states with privacy laws may have the right to know what personal information we collect, use and disclose; to access, correct and delete it; and to opt out of the sale or sharing of personal information and of certain profiling. You can use an authorized agent, and you can appeal if we decline your request by replying to our decision. We will not treat you differently for using these rights.

- **We do not sell** personal information, and **we do not share** it for cross-context behavioral advertising.
- We use sensitive personal information, such as Voice ID data and the content of your recordings, only to provide the Service you asked for.

Japan

If you are in Japan, the Act on the Protection of Personal Information (APPI) applies to how we handle your personal information.

- **Business operator.** DTEN, Inc., 2099 Gateway Pl, Suite 400, San Jose, CA 95110, United States. The name of our representative is available on request at help.actioncard@dten.com.
- **Purposes of use.** We use your personal information only for the purposes described in Section 6. A voiceprint created for Voice ID is a personal identification code under the APPI; we use it only as described in Section 9.
- **Requests about your retained personal data.** You can ask us to tell you the purposes for which we use your personal data; to disclose it, or our records of providing it to third parties; to correct, add to or delete it; to stop using or delete it; or to stop providing it to third parties. Email help.actioncard@dten.com from your account email address. We may need to confirm your identity first. We do not charge a fee.
- **How we protect your personal data.** We have set rules for handling personal data and assigned responsibility for it; we limit access to staff who need it and train them on confidentiality; we use access controls and protect our systems against unauthorized access and malware. We store personal data in the United States, and our service providers may process it in the United States and other countries where they have facilities (see Section 14). We take these security measures with an understanding of the personal information protection laws of the United States.
- **Providing personal data to third parties outside Japan.** Our service providers listed in Section 7, such as Google and OpenAI, process personal data for us in the United States and possibly other countries. Our contracts with them require them to take measures equivalent to those required of businesses under the APPI, and we check that they continue to do so. On request, we will give you information about these measures.

- **Complaints and contact.** Email help.actioncard@kten.com.
-

13. If you were recorded, or are named, in someone else's DTEN Action account

DTEN Action users record meetings and conversations. If you took part in one, or were invited to a calendar event connected by a user, DTEN may hold information about you in that user's account:

- what you said, and the transcript, summary and action items created from it, and your voice until processing of the recording is complete;
- a name, job title or company for a speaker, if the user added them or if they came from the user's calendar;
- your name and email address, if you were invited to a calendar event that the user connected;
- if the user has set up Voice ID, a similarity score from comparing your voice with the user's voiceprint, and whether your voice was matched as the user's. We do not create or keep a voiceprint for you.

Where it comes from and why. We received this information from the user, who decides what to record and upload. We use it only to provide the Service to that user — for example, to create a transcript and summary of the meeting. For DTEN cloud AI features, Google (Gemini API) processes meeting audio and related content, and OpenAI processes transcripts and related text; DTEN stores the applicable information on Amazon Web Services in the United States (Sections 7 and 14). In the EEA, the UK and Switzerland, we rely on legitimate interests (Article 6(1)(f) GDPR) for this. We do not use your information to train general-purpose AI models, to profile you, or for advertising.

How long. Until the user deletes the recording or their account, or until we delete the recording at your request (see below), and within the periods in Section 11.

We do not actually know who you are. We do not verify the identity of anyone who speaks in a recording, and we do not create a voiceprint for you. A name attached to a speaker may have been added by the user, suggested from the user's calendar, or taken from what was said in the transcript, and any of these can be wrong. For this reason we cannot search recordings by your name or voice alone.

We do not contact you directly. We usually cannot contact people who appear in recordings, and doing so would reveal the user's meetings. We make this notice publicly available instead, and our Terms require users to tell people when they record and to obtain any consent the law requires.

Your rights. You can ask us for access to, correction or deletion of your information, or object to our processing of it. To help us find it, please tell us your name and email address and, if you can, the date of the meeting and who organized or recorded it. Where appropriate we will inform the user. If you object, we will stop processing your information unless we have compelling legitimate grounds, which we will explain to you. You can also complain to a data protection authority (Section 12). Contact: help.actioncard@kten.com.

Unlawful recordings. If you believe you were recorded unlawfully, tell us at the same address. We may restrict or remove the recording and take action under our Terms of Use.

14. Where we process your information

DTEN, Inc. is based in the United States and provides the Service from there. We store your information on Amazon Web Services in the United States (us-east-1 region). Google (Gemini API, Firebase Crashlytics and, on Android, Firebase Cloud Messaging) and OpenAI process it in the United States, and may process or temporarily store it in other countries where they or their service providers have facilities. Where Zoom integration is available and you connect it, DTEN manages the OAuth connection on its servers and your phone sends selected recordings directly to Zoom. Zoom processes them in the locations described in its privacy policy.

If you are in the EEA, the UK or Switzerland, this means your information is processed outside your country, including in the United States, whose laws may not give the same level of protection. We apply the protections described in this policy wherever your information is processed. Where personal information is transferred to us or by us from the EEA, the UK or Switzerland – for example, when an organization uses the Service for its staff – we rely on appropriate safeguards, such as the European Commission's Standard Contractual Clauses, with the UK Addendum and the Swiss amendments. Our contracts with our service providers require them to process personal information only for us and to protect it. You can ask for a copy of the relevant safeguards by emailing help.actioncard@den.com.

15. Security

We use technical and organizational measures intended to protect personal information against unauthorized access, loss and misuse, and we limit access to people who need it to run the Service. No system is completely secure, and we cannot guarantee the security of information.

If a security incident affects your personal information, we will notify you and the authorities as required by law.

16. Children

The Service is for people **18 and older**. We do not knowingly collect personal information from anyone under 18. If you believe a person under 18 has created an account, email us and we will delete it.

17. Changes to this policy

We will post any changes on this page and update the effective date. For material changes, we will notify you in the app or by email before they take effect. If a change adds a new AI provider, a new use of your content or a new kind of data, we will ask for your permission again before it applies to you.

18. Contact us

DTEN, Inc.
2099 Gateway Pl, Suite 400
San Jose, CA 95110
United States
Support: help.dten.com