KeenFace API and Studio Privacy Policy

Last updated: 10 November 2026

This Privacy Policy describes Our policies and procedures on the collection, use, and disclosure of Your information when You use KeenFace API or KeenFace Studio, and tells You about Your privacy rights and how the law protects You.

This Privacy Policy explains how we process personal data; it is not a request for your consent to all processing described here. The data controller is KeenTools LLC, M. Khorenatsi street, 26A, office 210, 0010, Yerevan, Republic of Armenia. Where KeenTools processes personal data of Depicted Individuals on a Customer's behalf, KeenTools acts as that Customer's processor, as described in "Biometric Data and Individuals Depicted in Uploaded Content" below and in Section 5.6 of the KeenFace API and Studio Terms of Service.

Enterprise and Custom Agreements: For enterprise customers and customers with custom contracts, additional terms regarding data handling, storage, retention, processing locations, security measures, and compliance requirements may be specified in a custom agreement with KeenTools. In case of conflict between this Privacy Policy and a custom agreement, the terms of the custom agreement shall prevail to the extent permitted by applicable law.

The Service is not designed to process protected health information subject to HIPAA, and Customers must not upload it. Where a Customer uploads other health-related or patient data, the Customer is responsible for having obtained the patient's consent for that data to be uploaded to and processed by KeenTools and its third-party service providers.

Interpretation and Definitions

- **You** ('Customer') — the individual accessing or using the Service, or the company or legal entity on behalf of which such individual acts.
- **KeenTools** ('the Company', 'We', 'Us', 'Our') — KeenTools LLC, M. Khorenatsi street, 26A, office 210, 0010, Yerevan, Republic of Armenia.
- **KeenFace API and Studio** ('the Service') — KeenTools' KeenFace API and KeenFace Studio web application, including their account system and credit-based billing.
- **KeenFace Website** — the KeenFace website at keenface.ai, including Studio and the documentation.
- **Personal Data** — any information that relates to an identified or identifiable individual.
- **Depicted Individual** — any identifiable natural person whose image, likeness, or biometric data appears in a photograph, image, or 3D model uploaded to or generated by the Service, other than the Customer.

Data We Collect

Categories of data involved in processing include: names, email address, phone number where requested for verification, device and browser information, cookies, IP address, company information, payment information, uploaded images and photos, generated 3D head models and mesh data, solved camera data, content-screening results, API keys and authentication tokens, API request and response data, API usage logs (endpoints accessed, request frequency, processing times, request parameters and configuration data, access patterns), web services login credentials and session data, credit purchase and usage history, upload and processing activity logs, and records of your consent choices and legal document acceptances.

For enterprise customers, additional categories may include: administrator contact information, billing/invoicing data, volume usage analytics, compliance/audit documentation, and other data specified in a custom enterprise agreement.

Where we rely on consent, we ask for it separately for the stated purpose, in a clear and conspicuous manner, before the relevant processing begins. You can withdraw that consent at any time as described below. Refusing or withdrawing consent to optional processing does not prevent you from using the core Service.

Biometric Data and Individuals Depicted in Uploaded Content

Photographs and 3D head models processed by the Service are personal data where they relate to an identifiable individual and may qualify as biometric data under applicable law. KeenTools does not use them to recognize or identify any person or to verify anyone's identity. The legal bases for our processing are described under "Legal Bases" below. Where applicable law requires a separate consent or other additional condition for processing biometric or other sensitive data, that requirement must be met before the processing begins; acceptance of the Terms or this Privacy Policy alone does not meet it.

Where a Customer uploads a photograph or image depicting a Depicted Individual, that individual's image — and any 3D model generated from it — constitutes personal data and may qualify as biometric data under applicable law. KeenTools processes this data on the instructions of the Customer who uploaded it, as that Customer's processor under Section 5.6 of the Terms of Service. It is the Customer's responsibility to ensure they have an appropriate legal basis and satisfy any additional requirements for sensitive data, including obtaining the Depicted Individual's consent where required, before uploading such content. Individuals who believe their image has been uploaded to the Service without appropriate authorization may contact privacy@keentools.io. Anyone may also report content they believe is illegal or violates the Terms of Service to keenface-support@keentools.io.

AI Processing of Uploaded Images

At photo upload, you can turn the Scan Reconstruction setting on or off. Scan Reconstruction is OFF by default.

When Scan Reconstruction is OFF, we use third-party AI services for automated content-policy screening, generation of standardized reference images, and quality checks of the generated images. Screening uses a downsized copy of the photograph. Image generation uses a high-quality copy that may be resized or recompressed; quality checks may receive generated images or cropped panels. The routes include fal, OpenRouter, Google and OpenAI, as described at keenface.ai/legal/subprocessors. A photograph rejected by screening is not used to generate a head and is not charged; it has already been processed for screening.

This processing is used to generate a standardized set of reference images — with consistent geometry, a neutral expression, and full texture coverage — which the underlying reconstruction model requires to produce an accurate 3D head. This is what allows a 3D head to be created from a casual photo set, or even a single photo, rather than requiring a specialized studio photo shoot. In this mode, the output does not include solved cameras.

Selecting Scan Reconstruction ON before uploading avoids the third-party screening and reference-image generation described above. Reconstruction then uses your original photographs and can include solved cameras — estimated camera positions, orientations and parameters. Switching this setting on after uploading does not undo screening or transmissions that have already occurred. This setting does not control the separate analytics and diagnostic processing described below.

We collect this information for the following purposes:

- To enable account creation and authentication for the Service
- To process your API requests for automated head creation and related services
- To process image uploads and generate 3D head models via Studio
- To process photographs and generated reference images using third-party AI services for content screening, image generation and quality checks in the workflow described above.
- To generate and deliver 3D head models and processing results
- To manage credit purchases and usage
- To provide access to the main website for learning about, purchasing, and getting support for the Service
- To improve our services, Website, and how we operate our business based on usage
- To understand and enhance your experience using our Website, products, and services
- To send you related information, including confirmations, technical notices, updates, security alerts, support, and administrative messages
- To protect us from piracy and unlawful use of our services
- For internal evidence of KeenTools and to protect the rights and interests of KeenTools and other users
- To promote and market the Service

KeenTools does not use uploaded photographs or generated models to train machine learning models, except where separately and explicitly disclosed and consented to. KeenTools personnel access uploaded photographs and generated models only where necessary to

provide support you request, to investigate and fix technical problems, or to investigate suspected abuse or violations of the Terms of Service, or for the optional evaluation described below if separately authorized. We do not use them in marketing, showcases, or other publicity without your prior consent.

Optional quality evaluation. Reusing selected customer photographs, generated models or associated assessment results to evaluate content-screening accuracy or calibrate decision thresholds, beyond the checks needed to process the customer's request, requires a separate, explicit opt-in for that purpose. It is not authorized merely by accepting the Terms or this Privacy Policy. Where another person is depicted, the Customer must also have the permissions and legal basis required for that optional use. Without this opt-in, we use materials separately obtained and authorized for evaluation. This restriction does not prevent automated screening and quality checks needed to fulfill your current processing request, or the support, troubleshooting and abuse investigations described above. Consent to evaluation does not authorize model training or publicity.

For image processing through fal, we use approved model routes covered by its contractual restrictions on using Client Content to create, train or develop products or services. These restrictions extend to the covered third-party APIs. We do not use models designated as excluded from those protections for customer image processing. fal's terms separately permit certain uses of anonymized or aggregated Usage Data, which may be derived from submitted content, including development of AI models. These provisions do not expand KeenTools' own permission to use your photographs or models, or amount to a prohibition on every use of derived data.

Legal Bases. We process personal data where necessary to provide the Service under our contract with you; to measure, secure and improve the Service on the basis of our legitimate interests, subject to your rights and applicable law; for optional analytics, session recordings, referral tracking and other purposes on the basis of consent where required; and to comply with legal obligations, including keeping tax records. Where we act as a processor, the Customer determines the legal basis for processing on its behalf. The separate restrictions above on reuse of uploaded photographs and generated models apply to service improvement.

You can withdraw cookie and similar tracking consent in "Cookie settings", and other consent given to KeenTools by contacting privacy@keentools.io. Withdrawal does not affect the lawfulness of processing before withdrawal. For data collected on the basis of consent, we continue to respect that consent's scope and any withdrawal. This Policy does not retroactively replace that consent with a different legal basis, expand an earlier consent, or treat acceptance of updated Terms as a new consent. Where we rely on consent, we stop the corresponding processing on withdrawal; we may retain data where a separate legal obligation requires it.

Where We Store Your Personal Information

Your personal information and files are stored on KeenTools' servers and the servers of companies we hire to provide services to us — see Third-Party Services below.

Uploaded source photographs and generated 3D models are kept in our active cloud storage until you delete them or close your account. On account closure, we delete them from active storage within 30 days, unless retention is legally required. Deleting a head removes its files from active storage; account-linked operational metadata may remain until account erasure or the applicable retention period ends. CDN caches, backups, image-assessment records and third-party AI processing have separate retention arrangements described below.

Account information, including email addresses and login credentials, is securely stored to enable access to the Service. Credit purchase transactions and usage history are maintained to track your account balance and service usage.

Enterprise Customer Data Storage: Enterprise customers with custom agreements may have specific data storage location, retention, or processing arrangements as detailed in their custom agreement.

Data Security

KeenTools takes the protection of customer data seriously and has technical measures in place to prevent unauthorised or unlawful access, and against accidental loss, destruction, or damage. We assess the compliance and security standards of any partners we use to host our services or process your data.

Sharing

Collected personal data is shared based on this Privacy Policy and the KeenFace API and Studio Terms of Service. We may share your data with third parties who help us provide the Service or run our business (e.g., providers of data storage, backup, hosting, or billing services), with individual representatives of your company, or where we've obtained your consent. Paddle, our Merchant of Record, processes payment, tax and invoice data as an independent controller under its own privacy notice. We may also share data where required by law (e.g., with tax authorities) or where necessary to protect our rights or those of others.

We maintain the list at keenface.ai/legal/subprocessors. Before adding or replacing a sub-processor that processes personal data on a Customer's behalf, we update the list and notify affected Customers by email or through the Service, giving them a reasonable opportunity to object on data-protection grounds before the change takes effect, as described in Section 5.6 of the Terms of Service. Any separate Data Processing Agreement governs notices and objections for the processing it covers.

To adhere to the CCPA, KeenTools will not retain, use, sell, or disclose Personal Data for any purpose other than to provide the Service, or outside the direct relationship between Customer and KeenTools, or other than as described in this Privacy Policy or the Terms of Service.

Tracking Technologies and Cookies

On keenface.ai we use necessary cookies and similar technologies to sign you in, secure the Service, prevent fraud and abuse, process payments and remember your cookie choice for 6 months. Optional technologies support product analytics and session recordings (PostHog) and affiliate referral attribution (Tolt). PostHog recordings are configured to hide typed input. Tolt links a referral to qualifying purchases so commissions can be calculated. These optional technologies are controlled through Cookie settings; signed-in analytics may be linked to your account.

If you visit from the EEA, the UK or Switzerland, or we cannot tell where you are, optional analytics, PostHog session recordings and affiliate tracking stay off until you allow them. Elsewhere they are on unless you switch them off; we treat a Global Privacy Control signal as switching them off. You can change your choice at any time in "Cookie settings" at the bottom of every page.

Without analytics cookies we still count visits without storing anything on your device, using a temporary identifier derived from your IP address and browser details with a key that changes daily. Your cookie choice does not affect the events our servers record when you use the Service (see "Product Analytics"). If you are signed in and have not allowed analytics cookies, we still record how you use the Service, linked to your account, without storing anything on your device.

Security and fraud prevention. To keep the Service secure and to prevent fraud and abuse, including misuse of free and promotional credits, we use information about your account, your device and browser, your network connection (such as your IP address) and identifiers stored in your browser. We do this on the basis of our legitimate interest in protecting the Service and its users. Where the law requires your consent to read information from your device, we do so only with your consent. We don't use this information for advertising, and we keep it only as long as needed for this purpose, and retain anti-abuse signals for no longer than 12 months after their last use. Limited credit-eligibility and accounting records are retained separately as described below. We don't describe our fraud checks in more detail, because that would help people get around them. If you think we have limited your account or credits by mistake, contact keenface-support@keentools.io.

Product Analytics. Our servers record account-linked events such as sign-up, sign-in, heads created, files downloaded and payments. Routine event data does not include uploaded photographs, but may include technical identifiers, image-assessment measurements and diagnostic text. With optional analytics enabled, profiles may also include your name and email address. We use this information to understand and improve the Service on the basis of our legitimate interests, or consent where required. You can object by writing to privacy@keentools.io.

We also use AI-assisted analysis of selected session recordings through PostHog. This may send recording-derived activity, page content and account details to Google's models and retain

generated summaries. It is separate from image generation and is not controlled by the Scan Reconstruction setting. Error monitoring through Sentry may include diagnostic session recordings configured to mask text and media, in addition to technical error reports.

Third-Party Services

KeenTools uses third-party processors to host and store uploaded content, provide authentication and backend infrastructure, process payments, run analytics, and communicate with customers. A current, named list of these processors, including their role, the data they process, and hosting location, is maintained at keenface.ai/legal/subprocessors.

For international transfers of personal data from the EEA, UK, or Switzerland, KeenTools relies on the transfer mechanisms made available by each processor (including, where applicable, the EU-U.S. Data Privacy Framework or Standard Contractual Clauses).

Use of Log Files

KeenTools gathers certain information automatically in log files, including your IP address, browser, ISP, referring/exit pages, operating system, date/time stamp, and clickstream data, used to analyze trends and administer the KeenFace Website and the Service.

Data Retention and Your Protection Rights

You can close your account by emailing keenface-support@keentools.io from your account email address, or request erasure at privacy@keentools.io. Active-storage deletion is described above. We retain a keyed hash of your email address, credit eligibility and remaining balance records to prevent repeated free-credit claims and support balance restoration, credit transaction records for 7 years for bookkeeping, and records needed to document erasure requests and their handling. Erasure audit records may contain account identifiers.

We retain PostHog session recordings for 30 days and analytics events for up to 7 years. Server logs and error reports are kept for up to 90 days. When you close your account or request erasure, we request deletion of the associated analytics data; provider-side completion is asynchronous.

Backups are separate from active storage. Our daily backup process is designed to remove deleted files from the current backup mirror on the next successful synchronization; previous versions then remain for a further 30 days. Database backups normally expire within approximately 31 days. Failures in synchronization or expiry can delay removal. These periods are not a guarantee of erasing every backup within 30 days of your request.

We use a content-delivery network (CDN) to deliver photographs and generated files. When a head or account is deleted, access to the affected files through our delivery service is revoked as part of deletion, and copies in our CDN caches are purged within 24 hours. Responses containing private customer files permit reuse in a private browser cache for up to seven days

without revalidation. This is a cache freshness period, not a guaranteed deadline for physical deletion from a device. Revocation applies to subsequent requests reaching our delivery service; previously downloaded or device-cached copies are outside this deletion process and cannot be reliably erased remotely by KeenTools.

We retain an image-assessment cache to avoid repeated assessments. Entries include an image hash, assessment version, scores, flags, timestamp and, where needed, a short model-generated explanation. Cached assessments expire and are deleted within 30 days of the assessment; cache reads do not extend this period. Ordinary deletion of a head does not automatically delete cached assessments; they remain subject to the same 30-day maximum measured from assessment, without restarting that period. Where a cached assessment can reasonably be linked to an individual, we handle valid requests to erase it in accordance with applicable data protection law. Image hashes are treated as pseudonymous rather than necessarily anonymous. The backup periods described above apply to backup copies.

For our image-processing requests to fal, we disable storage of request inputs and outputs in fal's request history. Temporary uploaded and generated files stored on fal's CDN are configured to expire within 24 hours of creation, with access restricted to authorized processing or time-limited signed links. Results that you retain in KeenFace are copied to our storage and follow our separate retention periods. We restrict the permitted model routes and disable fal's automatic fallback to alternative endpoints.

These controls cover fal request history and temporary CDN files. They do not set the retention of billing metadata, operational or security logs, or records maintained internally by downstream model providers. Those records are governed by the applicable provider terms and any custom data processing agreement. We do not offer a general zero-retention or 24-hour deletion commitment for every copy throughout the provider chain.

As set out in applicable law, you may have the right to: access your data; rectify inaccurate or incomplete data; request erasure ("right to be forgotten"); restrict processing; receive your data in a portable format; and object to processing. These rights can be exercised via privacy@keentools.io. You may also lodge a complaint with the competent data protection authority, including, where the GDPR applies, the authority in your place of habitual residence or work or where you believe an infringement occurred.

Enterprise Data Retention: Enterprise customers with custom agreements may have specific retention periods or deletion schedules as detailed in their agreement.

Personal Information Security

KeenTools takes reasonable steps to prevent loss, misuse, and unauthorised access to your personal information. It is your responsibility to protect your username and password.

Web Services Security: For the Service, we implement encryption of communications, secure storage of login credentials, API credentials, and authentication tokens, rate limiting, and abuse

prevention measures. It is your responsibility to protect your login credentials, API keys, and authentication tokens. Do not share API keys publicly or commit them to version control. KeenTools is not responsible for unauthorized access resulting from compromised credentials.

Children's Privacy

The Service is intended only for persons who are at least 18 years old, or the age of majority in their country of residence if that age is higher, as described in Section 2.1 of the Terms of Service. We do not knowingly accept account holders under that age. If you are a parent or guardian and believe your child has created an account, contact privacy@keentools.io.

This section addresses KeenTools' direct relationship with account holders. Separately, where a Customer uploads content depicting a minor, the Customer is responsible for holding appropriate legal authority to do so — see "Biometric Data and Individuals Depicted in Uploaded Content" above.

Links to Other Websites

The KeenFace Website may link to third-party sites not under our control. We are not responsible for their privacy practices — review their own policies.

Your California Privacy Rights

Under the CCPA, California residents may request a notice identifying the categories of Personal Information shared with affiliates or third parties for marketing purposes, and contact information for those parties. Submit requests to privacy@keentools.io.

Changes to this Privacy Policy

We may update this Policy from time to time and will publish the current version at keenface.ai/legal/privacy-policy with its last-updated date. For material changes, we will also provide notice by email or through the Service before the relevant change in processing begins. Where a new purpose requires consent, we will obtain that consent separately before using personal data for that purpose. Publication of an updated Policy does not itself authorize new processing of previously collected data or change earlier consent choices.

Reaching Out

Questions about this Privacy Policy can be sent to privacy@keentools.io.