Twinnin Framework

A Framework that saves face.

Verified identity. Active consent. A defined licence. The Twinnin Framework turns human likeness rights into a production workflow, so you get transparent human consent from the off.

Version	9.0
Date	October 2026
Owner	Twinnin (AI KAT LTD)
Applies to	Buyers creating and using Twinns licensed through the Twinnin Platform
Status	Operating standard. Read alongside the Twinnin Buyer Terms of Use and your Licence Confirmation.

Treat every Twinn like talent on set.

START HERE

A model your team can get behind.

Every Twinn is a real, verified person. Not stock. Not a random AI face.

Now more than ever, organisations must explain where a human likeness came from and what the person agreed to. Just check the fine print in laws, contracts and platform policies. This framework guides along with the Twinnin platform how this should be done.

Every Twinn on Twinnin is a real, verified person who has licensed their likeness for approved creative use, with a real person attached. You would not reshoot an actor in a role they never agreed to, or pull photos of them off Instagram to fill a gap. The same applies to a Twinn. The person is real; only the production method has changed.

The framework is built for creative freedom, not to police it. Most of what you want to do is already Approved. The rest is a short list of things to clear first, and a shorter list of things that are off the table. One of the main purposes of Twinnin and this framework is to ensure that you can continue with AI production knowing that you are doing it ethically correct, are compliant to the latest laws and bring you some peace of mind in the new era we live in.

THE FRAMEWORK

Four layers. One framework.

Every Twinn you use sits on the same four layers, checked before you start and connected to the work after you finish.

01	02	03	04
Identity	**Consent**	**Licence**	**Provenance**
We confirm that a real person controls the likeness being registered.	We capture a specific, informed and active choice for the proposed use category.	We define the purpose, territory, duration, channels, exclusivity, compensation and exclusions.	We keep the identity, consent and licence status connected to the source and resulting assets.

Layer	How it works	What it gives you
01 Identity	KYC (full biometrics) verification through Twinnin's world class third-party provider confirms the person is real and controls the profile. For under 18s, a parent or guardian verifies and manages the profile. In addition to the KYC we then verify each image uploaded by the Twinn for an additional layer for security and privacy.	Certainty that a real, verified human stands behind every Twinn.
02 Consent	Each Twinn sets Usage Terms covering what they allow, limit and exclude, and expressly approves each project before a licence is granted. Represented Twinns 'agents approve too.	Consent that is specific to your project, not a blanket tick box.

Layer	How it works	What it gives you
03 Licence	Twinnin grants the licence as the Twinn's licensing agent and confirms it by a Licence Confirmation.	A written record of exactly what you may do, where and for how long.
04 Provenance	Consent and licence events are fingerprinted and timestamped on chain; assets are encrypted, audited.	Proof you can show a broadcaster, platform, insurer or regulator.

OPERATING PRINCIPLES

A digital human likeness, treated like real talent.

Our operating principles never budge.

- **Explain first.** The use is explained before consent is given.
- **Ask only for what is needed.** We request only the rights the project needs.
- **Pay the person.** Every commercial use is paid.
- **Respect the boundaries.** Personal exclusions and platform-wide exclusions are honoured, always.
- **Keep the evidence.** Evidence for the full agreed lifecycle is saved, from consent to deletion.

Who does what

Twinnin clears the human. You create the work. The split is clean, and keeping to it is what makes a production defensible.

Twinnin handles	You handle
Verifying the person is real and connected to the profile.	Using each Twinn only inside the agreed brief.
Recording what the person has consented to.	Using only the assets Twinnin supplies or approves.
Obtaining the Twinn's express approval for each project.	Working in approved tools, with approved settings.
Supplying the approved reference assets.	Keeping a Twinn Production Record of what you made and where it ran.
Holding the licence, provenance and full audit trail.	Ensure you look at the public verification once your licence is purchased.
Managing the relationship with the Twinn or their agent.	Deleting and certifying at the end of the licence.

What does not transfer. You are licensing a use, not buying a person. No ownership of the underlying identity, likeness, voice, reference assets or any reusable model passes to you. The Twinn keeps their moral rights, including the right to object to derogatory treatment.

YOUR LICENCE

What you receive and what stands behind it.

How a licence is formed

A binding licence is formed when you select a Twinn, choose the usage parameters (media, duration and territory) and confirm at the price shown on the Platform. Twinnin, acting as the Twinn's licensing agent, grants you a limited, non-exclusive licence to use the Twinn's Source Materials to create and use a Twinn within those parameters (Buyer Terms, clause 4.2). The licence itself sits between you and the Twinn, with Twinnin as agent (clause 3.5).

Your Licence Confirmation

Every licence is confirmed to you by email in a Licence Confirmation . It records the project-specific commercial and licensing parameters, incorporates the Buyer Terms and forms part of your licence. Where it differs from the Buyer Terms, its specific parameters take precedence for that project. File it with your Twinn Production Record: it is your evidence of rights.

Twinnin's authority

Every Twinn appoints Twinnin as their licensing agent under the Twinnin Talent Terms of Use. That authority is deliberately narrow: Twinnin can only grant a licence for a specific project the Twinn has expressly approved in advance, within the Usage Terms the Twinn has set. No project approval, no licence.

Your licence runs for its full term

Once granted, a licence stays valid for its agreed term. If a Twinn later changes their preferences, withdraws or leaves the platform, that does not reach back into licences already granted (Talent Terms, clauses 7.5, 7.6 and 9.1). You may keep using content created under an active licence until it expires (Buyer Terms, clauses 6.4 and 6.7).

A licence can only be ended early if the Buyer commits a material breach of the Buyer Terms or the licence. Any use outside the licensed media, duration or Usage Terms is a material breach (Buyer Terms, clause 4.3), as is any Prohibited Use.

Your content stays yours

Buyers do not usually need to share campaign or customer materials with Twinnin. Where you do, they are protected as Confidential Information under the Buyer Terms (clause 13.5): Twinnin may use them solely to perform its obligations and exercise its rights under those

Terms, may share them only with personnel, advisers and sub-contractors who need them and are bound by equivalent confidentiality, and must protect them with at least reasonable care.

Which document governs

Your Licence Confirmation and the Buyer Terms set the contractual position. This framework is Twinnin's operating standard for making and using a Twinn well; where anything here appears to differ, the Licence Confirmation and Buyer Terms prevail.

USE CLASSIFICATION

Face the facts with use classification.

Every use and every tool falls into one of three classes. Knowing which keeps you fast.

Approved	Conditional	Prohibited
The person, use and tool have been verified, the required licence is active, and provenance will be retained. All systems go.	You can use this human likeness, with a few conditions. Further review, consent, rights or safeguards need to be completed first.	Out of bounds. The use conflicts with platform-wide exclusions, personal boundaries, the law or the approved licence.

Creative uses

Each Twinn's own Usage Terms can move a use from Approved to Conditional, or add to the Prohibited list. Their terms always win.

Use	Class	What it needs
Standard creative within the Licence Confirmation and the Twinn's Usage Terms	Approved	Nothing further. Make the work.
Changing ethnicity or core identity	Conditional	Express consent from the Twinn.
Disability portrayal	Conditional	Express consent from the Twinn.
Alcohol or gambling advertising where not restricted by law	Conditional	Only where the Twinn's Usage Terms allow it.
Twinns under 18	Conditional	Available on request only, with the parent or guardian's approval for each project and child protection law applied (Buyer Terms, clauses 4.6 and 4.7.3).
Recreating a deceased person	Conditional	Documented approval from the family, next of kin or estate, through a separate rights process.

Use	Class	What it needs
Training, fine-tuning, LoRAs, embeddings, voice models or reusable replicas on Twinn Assets	Conditional	A separate written licence. Not part of standard use.
Political content or campaigns	Prohibited	Not available, with or without consent.
Religious content	Prohibited	Not available.
Pornographic, adult or sexually explicit content	Prohibited	Not available, with or without consent.
Hate speech, harassment, humiliation, ridicule, discrimination or slurs	Prohibited	Not available.
Misinformation or content designed to mislead	Prohibited	Not available.
Alcohol or gambling advertising where restricted by law	Prohibited	Not available.
Anything that would bring the Twinn into disrepute, or derogatory treatment of their likeness	Prohibited	Not available (Buyer Terms, clauses 4.5 and 8.2).

If you are not sure which class something falls in, ask before you build it. Clearing scope up front is quick. Unwinding a finished asset is not.

How you talk about a Twinn

A Twinn's appearance is discussed only in terms of the creative work: role, wardrobe, styling, lighting, fit for the brief. Never as personal or subjective comment, and never as social commentary. That holds in briefs, prompts, internal notes, review calls and feedback. It is the same line you would hold with talent in the room.

Tools

Twinn Assets only go into tools we have cleared, on accounts and settings we have approved. This protects the person and keeps your output verifiable. If a tool is not on this list, treat it as Prohibited until we have cleared it.

Tool	Class	Best for	The rule
Twinnin Platform	Approved (mandatory)	Selecting Twinns, approved assets, checking terms	The only source for Twinn Assets.
Runway Gen-4 References	Approved	Consistent characters, reference-led images	Approved Twinn Assets and account settings only; outputs reviewed.

Tool	Class	Best for	The rule
Seedance 2.0	Approved	AI video, image-to-video, multimodal reference	Approved Twinn Assets on a cleared account; references logged and outputs reviewed.
Google Gemini / approved Google image tools	Approved	Image generation and editing, controlled workflows	Where account settings and project terms are approved; SynthID watermarking a plus.
OpenAI GPT Image	Approved	Concepting, image generation, storyboards	Approved Twinn Assets on a cleared account; keep to the project terms.
Synthesia / Hour One / similar	Approved	Presenter avatars, corporate video	Where avatar-style use is licensed and account settings are cleared.
ElevenLabs / voice tools	Approved	Synthetic voice, dubbing, voice extension	Only where voice is licensed in the Licence Confirmation.
Adobe Firefly Enterprise	Approved (non-likeness)	Backgrounds, props, environments, design assets	For non-likeness assets only. Not a substitute for Twinn clearance.
Midjourney	Conditional	Moodboards, art direction, style exploration	Ideation only. No Twinn Assets and no final Twinn outputs unless separately approved.
Stable Diffusion / ComfyUI / local	Conditional	Specialist production environments	Closed, approved workflow only. No public checkpoints or LoRAs, no unapproved training.
Bytedance Sundance	Approved	Building elements of set and Twinn	For non-likeness assets only. Not a substitute for Twinn clearance.
Consumer face-swap or deepfake apps	Prohibited	None	Never use Twinn Assets here.
Unknown public or free web tools	Prohibited	None	Never upload Twinn Assets into tools with unclear data handling.
Social scraping or unofficial images	Prohibited	None	Never source, supplement or modify a Twinn from Instagram, TikTok, Google Images, press or private socials.

THE WORKFLOW

Your production process.

Adopt the framework. Find the talent. Be sure of consent. Seven steps, in order, and nothing to unwind later.

01. Pick your Twinn and read their terms first. Every Twinn sets what they allow, limit and exclude in their Usage Terms. Check them before you plan the shot. If your idea sits outside them, that is a new approval, not a workaround.

02. Confirm the licence. Choose the media, duration and territory, confirm on the Platform and wait for your Licence Confirmation. Each project needs the Twinn's express approval.

03. Use only the assets Twinnin gives you. The reference pack is the source of truth. No social grabs, press shots, scraped images or your own likeness references. If you need an angle you do not have, ask.

04. Stay inside the brief. A new campaign, channel, country, duration or character means a new approval. When the brief moves, tell us early: scope changes usually clear fast.

05. Generate in Approved tools, prompt within the boundaries. The tool does not know the rules. You do. Do not prompt your way into a Conditional or Prohibited use because the tool will let you.

06. Run the respect test before it ships. Would this portrayal feel fair if the Twinn were on set watching it being made? If not, it does not ship until it is cleared.

07. Keep the record. Log tools, outputs, where they ran and any material changes in the Twinn Production Record, with the Licence Confirmation attached. Minutes to keep; invaluable later.

The respect test: QA before you ship

Check	Ask
Scope	Does it match the agreed project, role, media, territory and term?
Classification	Is every use Approved, or are Conditional uses signed off?
Tools	Was it made in Approved software with the right settings?
Quality	Is it good enough for where it is going?
Respect	Would it feel fair if the Twinn were on set watching?

All five yes, ship it. Any one no, fix it or clear it first.

Handle assets like production materials

Treat Twinn Assets the way a stills library or a master edit would be treated on a real production.

- Use Twinnin-approved assets only: nothing scraped, social, press or self-made.
- Store them in approved project folders or secure client environments, not personal drives.
- Limit access to the people and vendors who need them for the job.

- Do not forward them casually or load them into unapproved tools.
- Retain them only for the licence term, then delete or return them.

Recommended reference pack

Asset	When	Notes
Front headshot	Required	Neutral expression, high resolution, even lighting.
Left and right profiles	Required	For identity consistency.
Three-quarter views	Required	Preserves face structure across angles.
Full-body front and side	If full-body use	For body, wardrobe and motion consistency.
Additional expressions	Optional	Smile, serious, surprise or other agreed expressions.
Voice sample	Only if voice licensed	Voice needs separate approval and platform-specific controls.
Wardrobe references	Optional	Where character or brand styling is relevant.

SECURITY AND TECHNOLOGY

Every face, under lock and key.

If a face is in our system, it is encrypted in transit and at rest **Encrypted at rest**
All data on our servers is encrypted by default, including likeness data such as photos, videos, and voice recordings. We are using Google's Firestore database which implements

Google's default encryption. Our servers are based in Europe. Access to likeness data is restricted per API by role, so staff only see what their role requires.

Encrypted in transit

All traffic is sent over HTTPS. Our TLS certificate is issued by Let's Encrypt.

Third party providers

We use Sumsub to process identity documents. No one at Twinnin, including our admins, can see users' passports or IDs. We do see screenshots from their liveness checks, which we use to confirm that their photos match their identity.

We use Stripe to process our payments. No one at Twinnin has access to users' credit card information.

Users' likeness is only ever sold with their explicit consent, for each individual use, and they always get paid. We never sell any other data, such as analytics. We do not use marketing cookies.

Nothing sensitive on a public ledger

The only thing anchored to the public blockchain is a cryptographic fingerprint: proof that a consent or licence event happened, with a timestamp and a randomly generated Twin ID. No images, no terms. Ever.

Verification in one click

You, or a broadcaster, brand or platform downstream, can confirm in seconds whether a person is verified, whether a licence is valid and within its term, and whether an asset has been tampered with.

Data protection, properly assessed

Twinnin has completed a Data Protection Impact Assessment under UK GDPR Article 35 (available on request under NDA) and is registered with the ICO. Biometric data is special-category data and is handled as such, with lawful basis, minimisation, encryption, access control and auditability built in from the start.

Twinnin is the data controller for Platform administration. When you process a Twinn's personal data for your own use, you act as an independent data controller: you need your own lawful basis, appropriate technical and organisational measures, and you assist with any data subject requests relating to your use (Buyer Terms, clauses 11.2 to 11.4).

What this means for you

Because the human is cleared at the source, your output is defensible. You can show who consented, to what, where and for how long, and prove the asset has not been altered. It keeps your production on the right side of the rules landing across the industry: EU AI Act transparency obligations from August 2026, California Labor Code §927, SAG-AFTRA's Digital Replica Rider and the NO FAKES Act in the US, all of which call for consented, documented likeness. A licensed Twinn meets them. A scraped or synthetic face does not.

L I F E C Y C L E

When a Twinn leaves, and when a licence ends.

Your face. Your control. And your licence, intact for its term.

A Twinn can change their preferences or withdraw from the platform at any time. When they do, Twinnin's kill switch closes their record to new use: their profile comes off public listing,

no new licences are granted, and every Buyer holding a licence is notified. The kill switch does not revoke or technically disable a licence already granted. That licence stays valid for its agreed term, because the Twinn's approval was valid when it was given.

What changes when a Twinn withdraws

01 Carry on within your licence. Your licence continues for its agreed term. Keep producing and running work within the approved scope.

02 No new scope. No renewals, extensions or scope changes can be cleared for that Twinn.

03 Plan the exit. Diary the licence end date now, so nothing runs past it.

At the end of every licence

01 Stop. No new generation, publishing or distribution using that Twinn once the term has ended.

02 Delete what is no longer licensed. Across every production the Twinn appeared in, as set out below.

03 Certify. Twinnin may ask you to certify deletion (Buyer Terms, clause 6.4). Where the Twinn has withdrawn, or the licence was ended for breach, we always will: complete the Revocation & Deletion Confirmation and sign it with a verifiable digital signature.

What deletion covers

Layer	What you do
Assets and working files	Delete Twinn Assets, reference packs, project files, drafts and any unpublished outputs.
Live and hosted material	Pull published outputs from live campaigns and channels, and purge hosted deployments, retrieval stores, caches and CDNs.
Embedded or trained material	Only if a separate written licence allowed training or embedding. Apply the agreed option: no further training, removal at next retraining, lineage tracing or a suppression list.
Sub-processors and vendors	Instruct anyone you passed the assets to (agencies, post houses, tooling vendors) to delete, and get their confirmation back.

Timelines

Step	When
Cease new use	On expiry of the licence term, or immediately on notice that a licence has been ended for breach.
Live takedown	Within 48 hours of the licence ending.

Step	When
Complete deletion	Within 30 days of the licence ending.
Return signed confirmation	Within 30 days, where requested and always where the Twinn has withdrawn or the licence was ended for breach.
Keep the confirmation	Retained by both sides as the audit record.

The signed confirmation is a formal attestation that the Twinn's data has been deleted or returned across every system it touched. A typed name is not enough. Withdrawal done properly is a feature, not a liability: your licence holds, the Twinn knows when their likeness leaves circulation, and the exit is provable.

HUMAN VERIFIED ACCREDITATION

Ethical AI use, and the badge that shows it.

Free for every Twinnin Buyer. Sign once a year, display it everywhere.

Your customers, talent and partners increasingly want to know one thing about your AI content: were the real people in it treated fairly? Human Verified accreditation lets you answer that in a single mark. It says your organisation uses AI ethically with real people: every human likeness has a verified identity behind it and informed, documented consent for the use.

It is free, it is based on trust, and it is exclusive to Twinnin issuing it. You can use real people from any source in addition to Twinnin Twin's, as long as you hold them to the same standard: verified identity and documented consent. Twinnin Twinns meet that standard by design.

Two marks, two jobs

Mark	What it shows	Where it goes
Human Verified organisation mark	Your organisation has committed to ethical AI use with real people.	Website, about and ESG pages, pitch and credentials decks, procurement responses, internal policies and records.
Human Verified production credential	This specific piece of work features a Twinn whose identity and consent are verified, with a live licence.	On or alongside individual campaigns and assets made with Twinnin Twinns, linked to their provenance record.

How to get it

01 Sign the Ethical AI Use Pledge. A director or authorised signatory signs the one-page pledge on behalf of your organisation. That is all we ask: we trust what you sign.

02 Receive your mark and verification page. Twinnin issues the organisation mark, your accreditation reference and a live verification page showing your status and renewal date.

03 Renew each year. Re-sign the pledge every 12 months to keep the mark live. No fee, no audit.

What you commit to

The pledge asks your organisation to commit that, in all AI-generated or AI-altered content it creates or commissions:

- every real person's likeness or voice is used only with their verified identity and informed, documented consent for that use;
- no faces or voices are scraped, taken from social media or press, or face-swapped without consent;
- any Twinnin Twinn is used in line with this Framework and its use classification;
- a person's withdrawal of consent is respected for any future use;
- AI use is disclosed wherever law, regulation or platform rules require it; and
- the mark is used only in the approved wording below.

Approved wording

Use this wording as written. It says exactly what the mark means, which is what keeps it trusted.

Where it goes	Approved wording
Badge line (beside the mark)	Human Verified. Ethical AI use, accredited by Twinnin.
Website, short	We use AI ethically. Every real person in our AI-generated content has a verified identity and has given informed consent. Human Verified by Twinnin.
Website, full statement	[Organisation] is committed to ethical AI use. Whenever we create or commission AI-generated content featuring a real person, we use their likeness or voice only with their verified identity and informed, documented consent, and we respect their right to withdraw it. Our commitment is accredited under Twinnin's Human Verified programme. Check our status at [verification link].
Procurement, tenders and internal records	[Organisation] holds Human Verified accreditation from Twinnin (reference [ref], valid to [date]). We have committed in writing that every real human likeness used in our AI-generated content is used with verified identity and documented consent, in line with the Twinnin Framework.

Where it goes	Approved wording
Production credential (on a specific asset)	Human Verified. The person featured has verified their identity and consented to this use through Twinnin. Verify at [verification link].

Wording to avoid

Please do not describe the mark as audited, certified or guaranteed by Twinnin, or say that Twinnin has checked all of your content. Twinnin accredits your signed commitment; the production credential is the mark that proves an individual asset. Keeping that distinction clear protects you, your talent and the value of the mark under consumer protection law.

Display rules

- Use the mark as supplied: no recolouring, stretching or redrawing.
- Always link the organisation mark to your live verification page.
- Use the production credential only on work featuring Twinnin Twinns with a live licence.
- Keep the mark off any work that does not meet the pledge.

Keeping it live

Your verification page shows your status in real time. The mark is suspended if the pledge lapses at renewal, if the pledge is found to be untrue, or if your organisation commits a material breach of the Buyer Terms or this Framework. If that happens, remove the mark from your materials within 14 days. Resolve the issue and re-sign, and we will restore it.

QUICK REFERENCE

On one page.

You can	You should not
Select Twinns through Twinnin.	Use Twinn Assets outside the agreed project.
Use approved reference assets.	Upload Twinn Assets into unapproved tools.
Generate stills or video in Approved tools.	Train models on Twinn Assets without a separate licence.
Work within your Licence Confirmation.	Use unofficial or scraped images.
Ask for clearance when the brief changes.	Place a Twinn in a Conditional use without sign-off.
Rely on your licence for its full term.	Materially change someone’s identity without consent.
Come to us to make the output better.	Reuse outputs beyond the agreed term, media or territory.

You can	You should not
Display the Human Verified mark once you have signed the pledge.	Describe the mark as an audit or a guarantee.

Useful links

- Runway
- Google DeepMind SynthID
- Adobe Firefly Enterprise
- ByteDance Seedance
- OpenAI image generation
- ElevenLabs
- Synthesia
- ICO: UK GDPR guidance

Your face. Your control.

The human likeness consent registry.

Verified humans. Clear consent. Creative freedom.

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