

Privacy Policy

We ask you to read carefully this Privacy Policy ("Policy "), which governs how Safinus uses and discloses the information, when you access or use the website <http://safinus.com> (collectively with all of its subdomains and all their respective pages, the "Website"), the online services at the Website ("Services"), or when you otherwise interact with us.

This Policy is an integral part of the Terms and Conditions.

1. Definitions

In addition to the definitions contained elsewhere in the text of this Policy, the following terms and expressions shall have the meaning ascribed to them here below:

"Privacy Policy" means the document describing the methods how Safinus collects, uses and releases information collected from Buyers available on the Website (as may be amended from time to time).

"Services" means the services and other use cases which Safinus provides to the holders of the Tokens via the Platform and which are more specifically described in the White Paper.

"Data" means the information that is collected in relation to your use of the Website and the Services.

"Terms and Conditions" means the document describing the terms and containing a future right to units of Tokens purchased by Buyers.

"User account" means the account that Safinus provides to you to register on the Website and use the Services provided by Safinus, in particular to purchase the Tokens.

"Website" means <http://safinus.com>

2. Applicability and acceptance of policy

2.1. This Policy describes the Data, explains how Data is used by Safinus and instances when Safinus shares or permits collection of the Data by state authorities.

2.2. This Policy shall enter into force as of the moment you first access the Website or commence use of any of the Services. By accessing, browsing or using the Website and/or any of the Services you irrevocably and unconditionally accept and adhere to provisions of this Policy without any exemptions, limitations and exclusions.

2.3. In the event you disagree with any provision of this Policy or would not like to provide your consent for collection of Data, you shall cease using the Website or any of the services immediately.

3. Collection of data

§1. Data You Provide to Us

3.1. In order to perform the Services and the functionality of the Website, we are entitled to ask you to provide Safinus with your personal identification information, including but not limited to your name, e-mail address, mailing address, phone number, date of birth, information about the used cryptocurrency addresses.

3.2. Information relating to personal data that has become known to the company is confidential information and is protected by law.

3.3. Safinus may collect from you, use and disclose your personal identification information only if you voluntarily provide such information to them.

By transferring the Data set out in Article 3.1 via the Website or otherwise, you irrevocably and unconditionally entitle Safinus to collect, use and disclose such Data in accordance with this Policy.

Cases where the consent of the subject to the collection of their personal data is not required is established by law and this Policy

3.4. Without prejudice to the provisions set out in the Terms of Use of the Website, in the case you do not provide Safinus with the Data set out in Article 3.1, or provide them with inaccurate, misleading or incomplete Data, Safinus at their sole discretion shall be entitled, without any notice to you, to:

3.4.1. impose limitations and restrictions on your use of the Website and/or the Services; and/or

3.4.2. suspend or terminate your access to the Website, your User Account or the Services.

3.5. The processing of personal data is carried out both with the use of automation tools and without their use and includes, among other things, collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transmission (distribution, provision , access), depersonalization, blocking, deletion, destruction of personal data.

§2. Data We Collect Automatically

3.6. Safinus shall be entitled to combine Data collected in the course of your interaction with different sections of the Website or the Services with any other relevant available information.

3.7. Data collected by or transmitted to Safinus, in the course of accessing, interaction and operation of the Website and provision of the Services may include, without limitation, the following Data:

3.7.1. Internet Protocol (IP) address and location;

3.7.2. cookie information;

3.7.3. browser identification information;

3.7.4. information on the computer or mobile device you use to access the Website and the Services, including the hardware model, operating system and version, your web browser, and device identifiers (including a network ID used to communicate with other nodes on the platform);

3.7.5. information contained in or relating to any communication that you send to us or send through the Website, and metadata associated with the communication;

3.7.6. date and time of accessing the Website and the Services;

3.7.7. the type of action performed on the site (click, hover, etc.)

3.7.8. URL of the page;

3.7.9. referrer;

3.7.10. User-Agent;

3.7.11. client ID (browser identifier for the Cookie file);

3.7.12. screen resolution;

3.7.13. the class of the HTML element to which the click occurs;

3.7.14. information of third parties websites referred the Website or the Services;

3.7.15. information related to your activity in the course of the Services use, including, without limitation, search queries history, search results provided to you in response to your query, web pages you visited by reference from the search results;

3.7.16. other information.

3.8. When you browse the Website, Safinus may record some information on your computer. This information will be recorded as a cookie, and it will help Safinus to be of use to you. Most Internet

browsers allow you to delete cookies from your hard drive, block all cookies, or receive a warning before the cookie is recorded.

3.9. You may always refuse to supply Data, though this may prevent you from engaging in certain Website-related activities. Changes to user settings that result in cookies being blocked can lead to the inaccessibility of some website components

3.10. Data collected hereunder in the course of operation of the Website and provision of the Services may differ depending on whether you access the Website and the Services logged in to your User Account or without logging in.

3.11. Unless you are logged in to your User Account Data about you, such as e-mail address, name, mailing address, telephone number, is not collected when you access the Website or the Services. In the event you access the Website or the Services logged in to your User Account, Safinus shall be entitled to associate the respective Data with your User Account and you hereby provide your express and unconditional consent to Safinus for the association of the Data with your User Account.

§3. Data We Collect from Other Sources

3.12. We may also receive information about you from other sources, such as when logging into your User Account by using your account credentials for a separate third-party service. We will receive information from that service as indicated in the relevant third party's authorization screen.

4. Use of Data

4.1. Safinus collect the Data as part of the operation of the Website and the Services, including, but not limited to, for the following purposes:

4.1.1. administration and development of the Website and the Services;

4.1.2. enhancement of user experience, including the provision of Services and improvement of the Website and the Services;

4.1.3. development of new products, utilities and offerings;

4.1.4. detection, investigation, and prevention of fraudulent transactions and other illegal activities and protection of your rights and rights of Safinus;

4.1.5. collection, processing and performing statistical and other research and analysis of information for enhancement of the Website and the Services;

4.1.6. communication with you about products, services, promotions, events and other news and information we think will be of interest to you;

4.1.7. verifying compliance with the Terms and Conditions;

4.2. You hereby acknowledge and agree that Safinus shall be entitled to use cookies and web beacons (pixel tags) to collect the Data and associate the Data with your computer and web browser, as well as, in the event you access the Website and/or the Services logged in to your User Account, with your User Account.

4.3. The visitor of the website agrees to the collection of their personal data for the entire period necessary for the Safinus to achieve the collecting objectives.

Upon the achievement of collecting objectives personal data of visitors to the site are destroyed.

5. Protection of data

5.1. We take appropriate security, administrative and technical measures to protect any personal identification information you provide regarding the collection, storage, and processing, as well as

security measures to protect your User Account against unauthorized access, modification, disclosure or destruction of your personal identification information.

5.2. The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not one hundred percent secure. Safinus are not liable for the security of any data you are transmitting over the Internet, or third-party content.

5.3. Any transactions on the blockchain network are public and Safinus can not exclude transaction data from the blockchain.

6. VISITOR RIGHT

6.1. The visitor of the site has the right to exercise their rights, including but not limited to:

6.1.1. specify, update their personal data, require their blocking or destruction;

6.1.2. request from the Safinus: the list of processed personal data, legal grounds for processing, the sources of their receipt, information about the processing and storage terms, as well as other information related to the processing of their personal data.

6.2. The visitor of the site has the right at any time to withdraw consent to the processing of personal data, applying with a statement to Safinus. At the same time, personal data can continue to be processed by Safinus in order to fulfill previous obligations

7. DISCLOSURE OF INFORMATION

7.1. You hereby acknowledge and agree that the Safinus shall be entitled to collect, store, disclose, share and transfer, including cross-border, Data collected from your use of the Website and the Services.

7.2. We may disclose the Data, including personal identification information in the following cases:

7.2.1. you've consented or otherwise given us permission to share;

7.2.2. with service providers that perform work for us (such as hosting providers, identity verification, support, payment, and email service providers);

7.2.3. in response to a request for information if we believe disclosure is in accordance with, or required by, any applicable law, regulation or legal process;

7.2.4. if we believe your actions are inconsistent with our user agreements or policies, or to protect the rights, property, and safety of Safinus.

7. RETAINMENT OF INFORMATION

7.1. In accordance with applicable laws and as needed to provide the Services to our users, Safinus may hold your Data. This requirement is conditioned by the need of complying with legal obligations and resolving possible disputes.

7.2. Safinus may retain your Data so long as your User Account is active. Moreover, your Data may be held beyond the above mentioned period till it is indispensable for Safinus to have relevant information to respond to any issues that may arise later.

8. ALTERATIONS TO PRIVACY POLICY

8.1. We have the right, at our discretion, to update this Policy at any time. We recommend that you frequently check this Policy to find any changes and stay informed about how we help protect the Data.

8.2. By using the Website, you acknowledge and agree that it is your responsibility to periodically review this Policy and be aware of the changes.

8.3. The subsequent use of the Website or the Services after changes to this Policy will also be considered as your acceptance of these changes.

9. FEEDBACK

9.1. We welcome your questions and suggestions with respect to the implementation or amendment of this Policy.

Please use this feedback for communicating with us: team@safinus.com