

# PRIVACY POLICY

Website <https://swapster.fi/> ("Website") is developed and managed by Swapster.

Before using the Website or any other products/service offered on the Website ("Services") and/or Swapster, Users should carefully read this Privacy Policy (hereinafter referred to as the "Policy") governing the use of the Website and/or the products/services offered by Swapster. If the User does not agree with any parts of this Policy governing the use of the Website and/or the products/services offered by Swapster, Swapster kindly ask the User not to use the Website and its services from this moment forward, and leave the Website.

By using this Website in the future and/or registering for the use of Swapster's products/services (our services), the User confirms that they have studied, understand, accept and undertake to comply with this Policy governing the use by Users of the Website and/or the products/services offered by Swapster. The Privacy Policy of the Website governs the provision of personal data ("Information") by Users.

## 1. DEFINITIONS

**Swapster** – in this Privacy Policy *Swapster* shall mean MARKETING TECHNOLOGY IT DEVELOPMENT LLC, a legal entity registered on 10/06/2022 under the law of Georgia, with identification code: 422941473, having a legal address at Georgia, Tbilisi, Gldani District, Omar Khizanishvili Street, №264 (Free Industrial Zone of Tbilisi Technology Park);

**Personal data (Information)** – any information related to an identified or identifiable natural person. A person is identifiable when it is possible to identify them directly or indirectly, in particular by an identification number or any distinct physical, physiological, psychological, economic, cultural or social characteristics;

**User** – a natural person visiting the Website <https://swapster.fi/> and/or using the products/services of the Website and/or Swapster and being a data subject;

**Data Subject** – any natural person whose data is processed;

**User Account** – User's personal profile or personal account, which is created after registration on the Website <https://swapster.fi/>;

**Products and/or Services** – products and/or services provided to the User on the Website <https://swapster.fi/>, via Services or Swapster;

**Service** – a bot in the Telegram messenger under the nickname @SwapsterBot, which provides the User with services for storing and exchanging cryptocurrencies and other;

**Regulatory Requirements** – any applicable law, statute, regulation, order, judgment, decision, recommendation, rule, policy or guidance adopted or issued by Parliament, Government or any competent court or authority, or any payment system (including, without limitation, bank payment systems, card payment systems such as Visa, MasterCard,

or any other payment, clearing or settlement system, or similar agreement that is used for the provision of Products/Services;

**Policy/Policies** – Policies and regulations governing the use of the Website, the provision of Products/Services, including, but not limited to AML Policy, Privacy Policy and other;

**Data processing** – any action performed in respect of data by automatic, semi-automatic or non-automatic means, in particular the collection, recording, photographing, audio or video recording, administration, storage, replacement, recovery, retrieval, use or disclosure for the purpose of transmission, dissemination or access to data in any other way, grouping or combination, blocking, erasure or destruction of data;

**Automatic data processing** – data processing using information technology;

**Semi-automatic data processing** – data processing by means of information technology or by non-automatic means;

**Consent** – data subject's voluntary consent to the processing of their data for specific purposes, expressed verbally, in writing or in an equivalent form, by telecommunication or other appropriate means after receipt of the relevant information, allowing to clearly establish the will of the data subject;

**Data processor** – a public institution, natural or legal persons who, individually or jointly with other persons, determine the purposes and means of personal data processing, carry out the data processing directly or through an authorized person.

**Personal Data Collection Point** – Swapster's Website, as well as its Services.

**Cookie files** – small text files with information generated by the website servers and placed on the User's computer or other device. Cookies allow the website, as well as the User's browser, to interact with the User in an individualized manner that suits the User's interests. Swapster may also collect information about a User's computer or other access device to reduce risk and prevent fraud. Cookies do not transfer viruses or other malware to the User's computer and other devices.

## **2. PROCEDURE FOR COLLECTING, STORING, AND PROCESSING PERSONAL DATA AND INFORMATION ABOUT USERS**

2.1. Under the Privacy Policy, Swapster has the right to collect personal data of Users at Personal Data Collection Point, to inform about the purposes and methods of using Data and Information, as well as the right to control the use of collected and stored personal information about Users by Swapster.

2.2. The protection of Users' personal data is the priority task for Swapster, and Swapster guarantees that it will ensure the protection of User's data in accordance with legal requirements and applicable law.

2.3. Swapster is the one processing the data provided by the Users and is responsible for processing and storing such information.

2.4. Swapster may collect information provided by Users voluntarily during registration and creation of an Account, in particular, first name, last name, email address, postal address, country of residence, phone number, date of birth, e-wallet address, taxpayer registration number, bank details, bank card information, personal information for KYC/AML or CTF procedures (in accordance with the Risk Management Policy (AML Policy), hereinafter referred to as the "Risk Management Policy"). Any information regarding user payments may be sent to a third party providing/ensuring transactions, for the Company to provide its services.

2.5. Swapster stores Users' financial information in its systems and has access to this information, as well as may transfer such information to third parties under applicable law or this Policy.

2.6. Collecting additional information about the User's device, their use of services (connection of the device to the network, IP address, geolocation, etc.) by the methods provided for in this Policy, with the prior consent of the User, is allowed. Filling out the registration form when creating an account on the Website and/or connecting to Telegram-bot and/or using other Swapster products/services, after reading the Policy, will be considered as the User's consent to collection, processing, storage and transfer of information to third parties in accordance with the requirements of this Policy and applicable law.

2.7. If necessary, Swapster may request additional information from the User in accordance with legal requirements.

In order to verify the information provided by the User, Swapster may make requests through third party service providers to prevent misidentification, fraud, suspicious activity, money laundering or any other prohibited activity, and Swapster may take such additional measures with respect to the results of requests as it deems necessary. By agreeing to this Policy, the User grants Swapster their permission to make such requests, including with respect to requests for information provided in User's Account.

Notwithstanding the foregoing, Swapster may at any time and at its sole discretion refuse to allow the User to open an Account, as well as restrict the use of User's Account that has already been created or suspend any transaction pending the outcome of our review of any information provided by the User.

Swapster may permanently terminate the Account of any User who fails to comply with requests for verification of information or otherwise violates the foregoing rules and/or Policies. Such User may be held liable for losses incurred by Swapster or any third party due to violation of the rules of use of the Website and/or Swapster's Services.

2.8. Swapster may also collect additional information from or about Users in other lawful ways that are not set forth in this Policy. For example, Swapster may collect information related to Users' communications with Swapster's customer support or store the results of Users' responses to surveys, analysis of Users' activity using the Website/products/services, etc.

2.9. Swapster stores and process Users' personal information on specially secured, dedicated servers and protects it by maintaining physical, electronic and procedural safeguards in accordance with applicable law. Swapster uses computer security features such as firewalls and data encryption, applies physical access controls to Swapster's media and files, and only allows access to personal information by employees who require it to perform their job duties.

2.10. Swapster adheres to the following principles in the course of data collection and storage process:

- data is processed fairly and lawfully without degrading the dignity of the data subject;
- data is processed only for specific, clearly defined, legitimate purposes, namely for the provision of its services by Swapster. Swapster does not allow the subsequent processing of the data for other purposes that are incompatible with the original purpose;
- data is processed only to the extent necessary to achieve the relevant legitimate purposes. The data is adequate and proportional to the purposes for which it is processed;
- data are reliable and accurate and are updated if necessary. Data collected without a legitimate basis and that does not correspond to the purpose of processing shall be blocked and deleted.

### **3. PRIVACY**

3.1. The User acknowledges that they are equally responsible with Swapster for maintaining the confidentiality of the User's Account information, including password, protection of the User's Digital Assets, as well as for all actions and transactions occurring in the User's Account. The User understands that any disclosure of registration and other information by the User may expose their Account to unauthorized access by third parties, which may lead to the loss or theft of Digital Assets or funds from their Account, including associated accounts such as withdrawal details.

### **4. COLLECTION OF INFORMATION FOR THE PURPOSES OF IMPLEMENTING THE POLICY AND AML/CTF, KYC/CDD PROCEDURES**

4.1. Use of KYC/CDD, AML and CTF procedures (all definitions and terms used in this section have the same meaning as in the Risk Management Policy (AML Policy)). As part of Swapster's commitment to combating financial crimes, money laundering, terrorist

financing, fraud, deception, circumvention of sanctions restrictions and other criminal activities, Swapster has implemented procedures and systems aimed at ensuring that Swapster can identify and reduce the risks associated with the misuse of the Website, and Swapster's Products/Services. These include KYC/CDD, AML and CTF procedures based on collecting information about Swapster's Users, assessing AML/CTF risks associated with their activities and continuously monitoring their transactions.

4.2. Users' personal information may be used to:

- process transactions and send notices as required by the Policies and/or applicable law about transactions;
- resolve disputes, collecting payments and troubleshooting problems;
- send to Users' targeted marketing, service update notifications and promotional offers based on their preferences;
- prevent potentially prohibited or illegal activities and ensure compliance with Swapster's Policies;
- provide service and support upon Users' request;
- customize, measure and improve Swapster's services as well as the content and appearance of the Website;
- compare information for accuracy and third-party verification;
- confirm or deny violations of regulatory requirements and/or Policies.

4.3 In order to conduct the above checks and reviews, Swapster may collect certain personal information not only from Users, but also from external sources. Any such Users' information will be stored and used in accordance with the Privacy Policy.

## **5. SHARING INFORMATION WITH OTHER PARTIES**

5.1 Swapster may share Users' personal information and data with:

- related and affiliated persons of Swapster;
- bank partners and/or payment processing service providers;
- service providers to Swapster under contract to help with business operations (fraud prevention, marketing, technology services, and others). Our contracts stipulate that these service providers have the right to use your personal information only to provide services to Swapster and not for their own benefit;
- companies that Swapster merges with or acquires. In that case, Swapster will require the new merged entity to follow this Privacy Policy with respect to Users' personal information. If Users' personal information is used contrary to this Policy, the User will receive prior notice and may opt out of having their personal information used by the new merged entity;
- in other cases, as required by applicable law.

5.2 Swapster will not sell or allow third parties to use Users' personal data for their personal marketing purposes and is committed to sharing Users' personal data with third parties as described in this Policy.

## 6. PROCESSING OF PERSONAL DATA

6.1 By registering on the Swapster website and using its products and services without registration, in accordance with this Policy, the User:

6.1.1 Gives consent to the use of their personal data, as well as to its:

- processing;
- collection;
- recording;
- systematization;
- accumulation;
- storage;
- clarification (update, change);
- extraction;
- usage;
- transfer (distribution, provision, access);
- depersonalization;
- blocking;
- removal;
- destruction of any information related directly or indirectly to the User, their transactions and payments.

6.1.2. Confirms that the User is aware that the processing of personal data will be carried out by Swapster in the interests of the User and in order to provide the User with any advice (explanations) and/or in order to offer the User products/services provided by Swapster, and/or services provided by persons in whose interests Swapster operates.

6.1.2.1. Confirms that the User is aware that the processing of Users' personal data will be carried out by Swapster for the purpose of conducting surveys, questionnaires, advertising and marketing research in relation to services provided by Swapster and/or persons in whose interests Swapster operates, as well as to inform about advertising and/or marketing campaigns conducted by Swapster and/or by the aforementioned persons in relation to the services provided by Swapster, as well as by persons in whose interests Swapster acts, by contacting Users directly or by telephone, by mail, by fax, by e-mail, as well as by other means of communication.

6.1.2.2. Confirms that the User is aware that additionally, the processing of personal data may be carried out by Swapster in order to conclude, execute, modify, terminate contracts (agreements) between Users and Swapster or persons in whose interests Swapster acts,

including proper identification of the User, as well as for the purpose of preparing forms of applications, notifications, agreements, contracts that do not directly entail the conclusion, termination, amendment of the relevant contract, agreement and for other purposes consistent with the thrust of the above purposes.

6.1.3. The User confirms that they are duly acquainted with the purposes of processing of his or her personal data.

6.1.4. The User confirms that they are notified that personal data is processed by Swapster in any way, including both with the use of automation (including software) and without the use of automation (using various tangible media, including paper media).

6.1.5 Confirms that the processing of personal data can be carried out by both Swapster and other persons who have concluded an agreement with Swapster on the terms of confidentiality and liability for the disclosure of Personal Data.

6.2 This right (consent) is valid for 10 (ten) years and may be revoked by sending a written notice to Swapster. This consent is considered revoked after 30 (thirty) days from the moment Swapster receives the written notice about the withdrawal of this consent. At the time of receipt of the notice Swapster sends the User a confirmation of receipt of the notice. The day of receipt of the notice (sending confirmation of receipt) is not included in the thirty-day period. Notice of withdrawal of this consent may be sent to the following Email address: [info@swapster.fi](mailto:info@swapster.fi)

Swapster reserves the right to store the User's Personal Data, after receiving the Notice of withdrawal, if the User has violated the terms of this Privacy Policy, the Terms of Use, or other policies, requirements and documents of Swapster, for investigation purposes, for the purpose of transferring data to third parties, of protecting the company and otherwise.

6.3 The User understands that Swapster also uses and processes Cookies in accordance with section 7 of this Policy.

## **7. USE OF COOKIES**

7.1. Swapster uses session and persistent cookies. Session cookies are stored temporarily and are deleted after the browser is closed. Persistent cookies are saved after the session ends.

7.2. By registering on the website and using its products /services without registration, the User gives their consent to the use of Swapster Cookies.

7.3. Swapster encodes the received cookies so that only Swapster can interpret the information stored in them.

7.4. The User can decline cookies at any time or change the amount and the order of their use by setting changes to their browser. If the User wishes to delete cookies stored on their personal device, the User can also do this in the settings of their browser.

7.5. Swapster notifies Users that if cookies are completely disabled, some services cannot be provided, and access to all sections of the website in this case is possible only in a limited use mode.

7.6. Swapster processes Personal Data, including cookies, in accordance with the requirements of the Law on Personal Data Protection.

## **8. RIGHTS OF USERS**

8.1. In connection with the provision of personal information/data by Users, Swapster guarantees the rights of Users regarding personal data, namely:

- the right to ask Swapster to update and correct incomplete, incorrect, irrelevant information;
- other actions within the limits of the requirements of the legislation on data protection.

8.2. During data processing, the User has the right to restrict the processing of their personal data in the manner set by applicable law. However, in accordance with legitimate interests of Swapster, Swapster may continue to process Users' data within a reasonable balance between their interests and those of Swapster and as permitted by applicable law.

8.3. The data subject has the right to withdraw their consent at any time, without explanation, and to demand the termination of data processing and/or the destruction/deleting of the processed data. In this case, Swapster undertakes to block User's Account in accordance with the data subject's request and to cease data processing and/or to destroy/delete the processed data within 5 days of the request, unless there is no other basis for the data processing.

8.4 Clause 8.3 does not apply to Personal Data that confirms the implementation of illegal activities by the Data Subject, in this case Swapster has the right to store these Personal Data and use them in accordance with paragraph 4.1 of this Policy, as well as other Swapster Policies.

## **9. PERSONAL DATA PROTECTION**

9.1. Swapster takes the necessary technical and organizational measures to protect Users' personal data to prevent unauthorized access and processing, damage, loss, abuse, and other illegal forms of processing of personal data provided to Swapster.

## **10. MISCELLANEOUS**

10.1. This Policy is publicly available on the Swapster Website in the current version. Swapster reserves the right to make unilateral changes to this Policy.

10.2 This Policy is governed by the current legislation. This Policy is subject to change and alteration, in case of changes to the current legislation this Policy is governed by.