

COLUMBERY PRIVACY POLICY

Last updated: April 19, 2018

This privacy policy (“**Policy**”) explains how Private Limited Company Columbery, registered under laws of Republic Estonia and located at Estonia, Tallinn, Narva mnt 5-1Office, 10117 with company number 14420473 represented by Director Igor Arkhyenko (“**Company**”) or other authorized by PLC Columbery company(-ies), if any (“**Company**”, “**us**” or “**we**”), collects, stores, uses and protects personal information, when you access and/or use the website <https://ico.columbery.com> (including all and any subdomains, collectively, the “**Website**”), services located at or provided by the Website (“**Services**”) or when you otherwise interact with the Company.

This Policy shall enter into force as of the moment you first access the Website or use Services. Should you disagree with any provision of this Policy you shall cease using the Website or any Services immediately. The content of the Website and websites accessible from hyperlinks on the Website, do not form an integral part of this Policy. If you are using Services on behalf of any entity, you are authorized to accept this Policy on such entity’s behalf and that such entity will be responsible for any damage arising out of a breach of this Policy by you or any other employee or agent of such entity (in such event references to “**you**” in this Policy refer to you and such entity, jointly).

Your access to and/or use of the Services is conditioned on your acceptance of and compliance with this Policy. This Policy apply to all visitors, users and others who access or use the Services.

We will provide notice of any amendment to this Policy by posting any revised document to the Website and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to this Policy will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Website and Services.

By accessing the Website and/or using the Services, you agree to be bound by this Policy. If you disagree with any part, of this Policy then you may not access the Website and/or use the Services.

1. Collection of Data and Information. When you are using the Website and/or Services, you may provide your personal data and information voluntarily, including but not limited to your name, residential address, email address, ID and digital wallet address or bank account information, depending on your method of payment, IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our Website as well as other information that may be collected by the Company and/or third parties’ services implemented on the Website. In addition, you may provide some information involuntarily such as any information sent to Company by your computer, phone or other access device. This information may include your IP address, device information, including but not limited to identifier, name and type, operating system, location, mobile network information and standard web log information, such as your browser type, traffic to and from Website and the pages you accessed on Website. In addition, Company may collect personal information from or about you in other ways such as your interaction with customer support or contractual relationships with Company. Company is not obligated to collect any of your information and may do it at its own discretion.

2. Setting up and Using an Account. In order to use Website and/or Services you may be required to set up a personal account or fill a form and provide your personal data and information such as name and email address to secure your access to your account and any other information as may be required by Company in order to set up a personal account. Company may require you to provide additional information to verify your identity, address, source of funds or any other information in your account, such as your date of birth, copy of ID, citizenship, country of residence, and other information directly or through a third party. You are responsible for relevance and validity of information to be provided when registering an account. Company is not obligated to verify your identity or any other personal information and may do it at its own discretion.

You can review your personal information inside of your account. You can edit your personal information or delete your account by contacting Company. If you cancel or delete your account, Company may keep your information in its database. This may be necessary to deter fraud by ensuring that a person who tries to commit fraud will not be able to avoid detection simply by closing his/her account and opening a new account. However, if you close your account, your personally identifiable information will not be used by Company for any further purposes, nor sold or shared with the third parties, except as necessary to prevent fraud or money laundering and assist law enforcement in accordance with this Policy. Company has the right to enter into relationship with anyone on special conditions (including commercial conditions) which may be different from those stipulated by this Policy.

3. Use of Cookies. Company may place small data files (cookies) or pixel tags on your computer or other device when you access Website. Company may use these technologies to recognize you as a returning user, customize its services, content and advertising, evaluate marketing activities, and collect information about your computer or other access device. Company may use various cookies, including but not limited to session cookies, persistent cookies, and “flash cookies”. Company may codify its cookies to limit access of third parties to the received information. You can independently control the use of cookies from your browser or browser add-ons; however, blocking or disabling Company’s cookies may interfere with your use of Website. Company is not obligated to place cookies on your computer and may do it at its own discretion.

4. Use of Log Files. Company may use the log files to collect your Internet protocol (IP) addresses, type of browser, Internet Service Provider (ISP), date/time stamp, referring/exit pages, other technical information and number of clicks to analyze your activity on the Website, collect geographic and demographic information, and evaluate content of the Website. Information collected from log files is not personally identifiable. Company is not obligated to use log files and may do it at its own discretion.

5. Storing, Using, and Sharing Your Data and Information. Company will store your personal information in its database. Company may contract third parties to store your personal information. Company does not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. Company may use your personal information to customize your use of Website and Services; analyze your activity on Website, including through third parties such as Google Analytics and alike; evaluate and improve its marketing efforts and for other reasons relevant to your use of Website and Services.

Company may share your personal information with: (a) third parties who provide services to Company for storing your personal information, fraud prevention, marketing and technology, services of a sale; such third parties are bound by contracts with confidentiality and non-disclosure clauses and may not use your personal information for any reason other than specified in this Policy; (b) escrow or any other processor of your payment; (c) third parties who provide services to Company for KYC/AML processes; (d) law enforcement, government officials, or other third parties when Company is required to provide your personal information by law, subpoena or court order; (e) parent and/or subsidiary and/or affiliated company; (f) third party identification services providers for fraud prevention and to comply with anti-money laundering and know your customer regulations; (g) law enforcement, government officials, or other third parties if (i) we are compelled to do so by a governmental order or by law; or (ii) we believe in good faith that the disclosure of personal Information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our terms; (h) other third parties with your consent or direction to do so.

6. Accessing or/and Correcting your Information. In some instances, you may visit our Website to verify and update certain information. If you are not able to update your information on our Website, please contact us. We will use commercially reasonable efforts to accommodate requests to update your information.

7. Objecting an automated decision-making, including profiling. In some instances, you may find that some actions/offers available for you depending on certain factors accessed by implemented into Website special programs or algorithms. If it is not clear from this Policy, Token Sales Terms and Terms of Service why that happened, please contact us. We will use commercially reasonable efforts to accommodate requests to provide you reasoning of the particular decision.

8. Requesting an erasure of data or restriction on processing. In some instances, you may request an erasure of your data or request to restrict its processing. If we do not have clear legal grounds as defined by applicable law not to satisfy your request, we will proceed with it. However, nowadays methods of data processing, in particular using new technologies such as blockchain, may result in impossibility to satisfy your request. You acknowledge that you understand how in particular blockchain technology works and that it may be impossible to amend, delete or restrict to process your data and agree that such cases of new technology use are excluded from the scope of this Policy and our responsibility.

9. International Transfers. The Company and the Website are headquartered in the Switzerland. Please be aware that information you provide to us or that we obtain as a result of your use of the Website may be collected in your country and subsequently transferred to another country in accordance with applicable law. Using the Website and/or Services demonstrates your consent to the processing of information as described in this Policy.

10. Protection of Your Data and Information. Company takes all reasonable security, administrative and technical measures to protect the security of data or information communicated to Company through Website and Services. However, transmission of data or information over the Internet or other public accessible networks is not one hundred percent secure. Company shall not be liable for the security of any data or information you are transmitting over the Internet.

11. Applicable Law and Venue. The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Republic of Estonia, without giving effect to principles of conflicts of law. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to this Policy resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

12. Arbitration. Any Dispute arising out of or related to this Policy is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. To the extent permitted by applicable laws, all Disputes arising in connection with the present agreement, or further agreements resulting therefrom, shall be settled and finally resolved by arbitration administered by the Arbitration Court of the Estonian Chamber of Commerce and Industry in accordance with the Code of Civil Procedure of Estonia for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Estonia. The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be English. Otherwise, the jurisdiction for arbitration shall be determined according to the applicable law.

13. No Class Arbitration, Class Action or Representative Actions. Any dispute arising out of or related to this Policy is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. The dispute shall be decided on the basis of documentary evidence only.

14. Severability. In the event any provision of this Policy is found to be invalid, illegal, or unenforceable the remaining provisions of this Policy shall nevertheless be binding you with the same effect as though the void and unenforceable part had been severed and deleted.

15. Change of Policy. Company may amend this Policy at any time and in its own discretion by posting an updated version on Website. The updated version becomes effective at the time of posting. It is your responsibility to check updates regularly.

16. Contact Us. If you have any questions about this Policy or requests in accordance with its provisions, please contact us at hello@columbery.com.