

# Privacy Policy

*POLICY Last updated: April 01, 2018*

This privacy policy ("**Policy**") explains how Tradelize, a limited liability company registered under the laws of Republic of Georgia, or other authorized by Tradelize company(-ies), if any ("**Company**", "**us**" or "**we**"), collects, stores, uses and protects personal information, when you access and/or use the websites [www.tradelize.com](http://www.tradelize.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 applies 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 devices. 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 the Company. The company is not obligated to collect any of your information and may do it at its own discretion.

We will collect and process the following data about you:

**Information you give us.** This is information about you that you give us by filling in forms on our site <https://tradelize.com> or otherwise in writing with us, or by corresponding with us by phone, e-mail. It includes information you provide when you register with us and information you provide to our third party partners, agents, representatives or nominees, or when you subscribe to purchase tokens and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description, photography and any other relevant information, investment experience, risk tolerance, and any information about your personal investment goals or objectives. Information about your transactions with or through us, such as your account balance, trading activity, and account history, if applicable.

- **Information we collect about you.** With regard to each of your visits to our site we will automatically collect the following information:
  - Transactional information. We collect information about any transfer and transaction you may complete on our site, including the amount of funds or tokens associated with a trade, the types of trades executed any relevant information relating to such trades
  - technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;

- information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number.
- **Information we receive from other sources.** This is information we receive about you if you use any of the other websites we operate or the other services we provide. In this case, we will have informed you when we collected that data if we intend to share those data internally and combine it with data collected on this site. We will also have told you for what purpose we will share and combine your data. We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies). We will notify you when we receive information about you from them and the purposes for which we intend to use that information.

**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. The company may require you to provide additional information to verify your identity, address, the source of funds or any other information in your account, such as your date of birth, a copy of ID, citizenship, country of residence, and other information directly or through a third party. You are responsible for the relevance and validity of information to be provided when registering an account. The 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. The company has the right to enter into a relationship with anyone on special conditions (including commercial conditions) which may be different from those stipulated by this Policy.

### **3. Use of Cookies.**

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

Cookies are typically stored on your computer's hard drive. Information collected from cookies is used by us to evaluate the effectiveness of our Site, analyze trends, and administer the Platform. The information collected from cookies allows us to determine such things as which parts of our Site are most visited and difficulties our visitors may experience in accessing our Site. With this knowledge, we can improve the quality of your experience on the Platform by resolving access difficulties and recognizing and delivering more of the most desired features and information.

We also use cookies and/or a technology known as web bugs or clear gifs, which are typically stored in e-mails to help us confirm your receipt of, and response to, our emails and to provide you with a more personalized experience when using our Site.

We use third party service provider(s), to assist us in better understanding the use of our Site. Our service provider(s) will place cookies on the hard drive of your computer and will receive information we select, that will educate us on such things as how visitors navigate around our site, what products are browsed, and general Transaction information. Our service provider(s) analyses this information and provides us with aggregate reports. The information and analysis provided by our service provider(s) will be used to assist us in better understanding our visitors' interests in our Site and how to better serve those interests.

The information collected by our service provider(s) may be linked to and combined with information that we collect about you while you are using the Platform. Our service provider(s) is/are contractually restricted from using information they receive from our Site other than to assist us.

The 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 devices. The company may use various cookies, including but not limited to session cookies,

persistent cookies, and “flash cookies”. The 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.

By using our Site you are agreeing that we may use cookies for the purposes set out above.

**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. The 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.** The company will store your personal information in its database. Generally, the personal information that we collect from you will be stored inside the European Economic Area (“EEA”). It will also be processed by staff operating inside and outside the EEA who work for us or for one of our suppliers. Tradelize will ensure that the relevant third party agrees to apply the same levels of protection that Tradelize is legally obliged to have in place when it processes personal data. This includes staff engaged in, among other things, the fulfillment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. It is important to note that some or all of your personal information provided to third party service providers may be held in countries other than your own. You acknowledge and understand that your personal information will be subject to the applicable laws of each such jurisdiction, which may not provide for the same protection as your country of residence. If you have questions about our policies and practices with respect to service providers outside your jurisdiction, including the collection, use, disclosure or storage of such personal information by our service providers worldwide, you may contact us by email at [support@tradelize.com](mailto:support@tradelize.com).

Information you provide online and on applications or other forms, or through discussions, we have with you or your representatives, such as your name, address, date of birth, investment experience, risk tolerance, and any information about your personal investment goals or objectives. Information about your transactions with or through us, such as your account balance, trading activity, and account history, if applicable.

All personal information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

#### **Uses made of the information**

We use information held about you in the following ways:

- **Information you give to us.** We will use this information:
  - to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
  - to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
  - to provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please contact us by email at [support@tradelize.com](mailto:support@tradelize.com);
  - to notify you about changes to our service; or
  - to ensure that content from our site is presented in the most effective manner for you and for your computer.
- **Information we collect about you.** We will use this information:

- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
  - to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
  - to allow you to participate in interactive features of our service, when you choose to do so;
  - as part of our efforts to keep our site safe and secure; or
  - to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; or
  - to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.
- **Information we receive from other sources.** We will combine this information with information you give to us and information we collect about you. We will use this information and the combined information for the purposes set out above (depending on the types of information we receive).

We will use and process your Personal Information only for the purpose(s) for which it has been provided to us.

### **Disclosure of your information**

You agree that we have the right to share your personal information with:

- Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries
- Selected third parties including:
  - business partners, suppliers and subcontractors for the performance of any contract we enter into with them or you including any that support our customer identification and anti-fraud controls and you agree that they may retain and use information about you to perform services on our behalf and to improve their services;
  - analytics and search engine providers that assist us in the improvement and optimization of our site;

We will disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.
- If Tradelize, or substantially all of its assets, is acquired by a third party, personal data held by Tradelize about our customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal and/or regulatory obligation, or in order to enforce or apply our Terms of Service and other agreements; or to protect the rights, property, or safety of Tradelize, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of any customer identification or equivalent obligations imposed on us by law, regulators, or fraud protection or credit risk reduction procedures.

### ***How do we protect the confidentiality and security of personal information?***

We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information. We place your account information on the secure portion of our website, using firewalls and other security technology to protect our network and systems from external attacks, and we require you to enter a unique username and password to access your account information online. Our servers are enabled with Secure Sockets Layer (SSL) technology to prevent unauthorized parties from viewing the personal information that you provide or access during a secure session (look for the padlock icon on your browser). In addition, if you access information online, we use digital certificate services to authenticate that you are transacting with our website and not the website of an impostor. If EU data is transferred outside the European Economic Area, we will ensure that the receiving party is in full compliance with General Data Protection Regulation (GDPR) rules through contractual clauses.

Our employees and third party service providers have access to your personal information only on a "need to know" basis. We conduct regular internal audits of our business practices and procedures in order to protect your personal information.

The company may contract third parties to store your personal information. The company does not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. The 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.

### ***How long do we keep your personal data for?***

Your personal data will be stored for the duration of your active Tradelize subscription for general usage of the site and communication purposes.

If your subscription falls into inactive status, we will dispose of your data within 365 days. In some cases, we may keep a hash of your email address to prevent repeated usage of the free trial.

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.**

As a customer, you can access and update certain personal information that we collect about you. You may log on to our website using your user name and password. From the home page, click on you user name in the upper right and select the Account tab.

We shall make every reasonable effort to maintain your personal information in an accurate, complete and up-to-date form. If you believe that your personal information is inaccurate, incomplete or out-of-date, you may request a correction at any time. Unless we have your personal information in our capacity as a third-party administrative record keeper, when you successfully demonstrate that your personal information is inaccurate or incomplete, we will correct or update the information as required.

Please note that before we are able to provide you with any information or correct any inaccuracies we may ask you for additional information to verify your identity. We will only use this information to verify your identity.

If you wish to have your data deleted please feel free to send a deletion request to us at [support@tradelize.com](mailto:support@tradelize.com) and we will respond to your request within 28 days.

**7. Objecting 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 the 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.** 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.** The 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. Personal data breach policy.** Data breaches may be caused by employees, parties external to the organization, or computer system errors. Tradelize is legally required to notify affected individuals if their personal data has been breached. This will encourage individuals to take preventive measures to reduce the impact of the data breach. We will notify affected individuals within 72 hours if a data breach involves sensitive personal data. In addition, we will notify users as soon as the data breach is resolved. Information will be officially communicated via email.

**12. Your rights.** You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [support@tradelize.com](mailto:support@tradelize.com).

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

**13. Applicable Law and Venue.** 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).

**14. 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 there from, shall be settled and finally resolved in accordance with the laws of the Republic of Georgia in competent court at the place of Company's registration.

**15. 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.

**16. 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.

**17. 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.

**18. Contact Us.** If you have any questions about this Policy or requests in accordance with its provisions, please contact us at [support@tradelize.com](mailto:support@tradelize.com).