

## UAB DESICO TOKEN SALE PRIVACY POLICY

**Please read the following information carefully to understand our practices regarding your Personal Data and information on how we use it, who we might share it with and the steps we take to make sure it stays private and secure**

### **1. Status and acceptance of Privacy Policy**

- 1.1. This Privacy Policy (hereinafter – the **Policy**) sets forth the general rules of collection, processing, distribution, use and keeping of Personal Data of participants (hereinafter – the **Participants**) in UAB Desico, legal entity's code 304827865, registered address at A. Rotundo st. 5-102, Vilnius, the Republic of Lithuania (hereinafter – the **Company**) token sale.
- 1.2. Throughout this Policy, the Company uses the term **Personal Data** to describe information that can be associated with a specific person (the Participant) and can be used to identify that person (including the information about the Participant's activities, such as information about use of the Company's website (hereinafter – the **Website**), when directly linked to personally identifiable information, including automatically collected). The Company does not consider Personal Data to include information that has been anonymized so that it does not identify a specific Participant.
- 1.3. This Policy is inalienable part of the General Terms and Conditions of Company's token sale. In terms not regulated by this Policy, the General Terms and Conditions of Company's token sale shall apply to the relationships that arise hereunder.
- 1.4. This Policy is effective at the time the Participant begins using the Website. It is understood and presumed per se that by the fact of the Website use and Company's tokens purchase or by providing the Company with the Personal Data directly on Company's request, the respective Participant has fully read, understood and irrevocably accepted this Policy. If any Participant does not agree with this Policy in general or any part of it, such Participant should discontinue use of the Website and / or purchase of Company's tokens.

### **2. Collection, processing and use of Personal Data**

- 2.1. The Company collects Personal Data provided to the Company by the Participants in the following ways:
  - 2.1.1. *Information provided by Participant*: the types of information the Company collects from Participants include the following information that the Participant provide when he or she participates in any Company's token sale:
    - username and password;
    - full name;
    - photograph of your face;
    - photograph of your identity document (from both sides);
    - identification card/passport number;
    - nationality;
    - address;
    - email address;
    - date of birth;
    - amount (intended amount to invest);
    - interface language;
    - digital wallet information (wallet address);
    - phone number;
    - any personal information the Participant may include in communications with the Company or in social media forums operated by or on behalf of the Company (if any);

- information which the Company is required to collect to satisfy its obligations under applicable laws and regulations (including those relating to anti-money laundering or countering the financing of terrorism, or otherwise requiring use to vet the parties the Company transacts with).
 

**NB:** If the Participant refuses to provide any of the information listed above that the Company has identified as being required to participate in any Company's token sale, the Participant will be unable to participate in that Company's token sale.
- 2.1.2. *Information collected automatically through Participant's participation in any Company's token sale:* the Company automatically collects certain information regarding Participant's participation in any Company's token sale, including (as applicable) Participant's:
  - device and connection information, such as unique device identifier, operating system version, hardware model, browser type and version, mobile platform, and mobile network information;
  - log information, such as internet protocol address, uniform resource locator, clickstream data, search queries and visited pages; and
  - location information.
- 2.1.3. *Information collected through cookies or similar technologies:* cookies are small data files stored on Participant's computer or other device to help a website remember things about the Participant. The company may use these technologies to recognize a person as Company's token sale Participant, customize the Website and advertising, measure promotional effectiveness and collect information about Participant's computer or other access device to mitigate risk, help prevent fraud and promote trust and safety. The Participant may control the use of cookies within Participant's internet browser's settings. If the Participant reject or delete certain cookies, he shall be aware that the performance of the related features and functions of the Website and services may be impaired.
- 2.2. During the registration procedure, Participant is redirected to Company's data processor's – Finpass webpage at <https://kycico.finpass.eu/Form/Form>. In this webpage, remote identification of the Participant is performed by taking Participant's picture and picture of his/her identity documents. Participant's facial photograph and photograph in the document are compared by using automatic means and it is established that it is the same person. Depending on the result, Participant is redirected to the Website.
- 2.3. After receiving the identification information the Company's staff can verify this information requesting the appropriate documents.
- 2.4. The Participant acknowledges that he has to complete a Know Your Customer (KYC) check for the purchase of the Company's tokens which must be in form and substance satisfactory to the Company. KYC check can be carried by providing necessary information with regard to identification of the Participant, beneficial owner and origin of the funds, the scope and type of information depending on the type of Participant and the purchase amount.
- 2.5. The Participant acknowledges that the Company implements a range of filtration operations for swift and accurate identification of any financial activities that may constitute or are related to money laundering and the Participant is obliged to collaborate with regard to the Know Your Customer (KYC) / anti-money laundering (AML) check and to provide any information and document deemed necessary by the Company as it is provided in this Policy.
- 2.6. In certain cases (when additional verification by bank or compliance authority is needed according to governmental rules, anti-money laundering (AML) or Know Your Customer (KYC) policies or in any other case when the Company finds it necessary) the Company may, at any time before, during and / or after the token sale, demand from the Participant to submit documents, such as a colour photo of Participant's passport or other identity card, a selfie, utility bill or other documents required by authorities to show proof of Participant's identity, documentation that is evidence of Participant's residence as well as any other

documents and / or information that the Company finds necessary for the compliance with anti-money laundering (AML) or Know Your Customer (KYC) policies.

- 2.7. The Participant hereby expressly consents, represents and warrants that any and all information provided to the Company is valid, current, complete and accurate.
- 2.8. The Company may refuse the Participant access to the Website in case, the Company have grounded doubts as to validity, authenticity and genuineness of the Personal Data, provided by the Participant.
- 2.9. If the Participant does not provide the Company with the Personal Data and / or documents as specified in clauses 2.1.1 and 2.6 hereof within 10 (ten) days, the Participant shall not be able to use the full functionality of the Website and purchase Company's tokens. Furthermore, the Company reserves the right to report such Participant to Company's participating exchanges and enforce a block or ban of Participant's wallet to prevent Participant from trading until he has provided all the necessary data and documents requested by the Company. In such case, the Company is granted the right to keep funds paid by the Participant for the Company's tokens. At that, the Company shall not bear any liability.
- 2.10. The Company uses the Participant's Personal Data to:
  - 2.10.1. Administer the Website and provide services;
  - 2.10.2. Enforce agreements, resolve disputes, collect fees and troubleshoot problems;
  - 2.10.3. Distribute and account Company's tokens;
  - 2.10.4. Respond to Participant's communications to the Company;
  - 2.10.5. Develop new products and services;
  - 2.10.6. Personalize the Website for the Participant;
  - 2.10.7. Send technical notices, support and administrative messages;
  - 2.10.8. Communicate with the Participant about products, services, promotions, events and other news and information, the Company think will be of interest to the Participant;
  - 2.10.9. Monitor and analyze trends, usage and activities in connection with the Website;
  - 2.10.10. Detect, investigate and prevent fraudulent transactions and other illegal activities and protect the rights and property of the Company and others;
  - 2.10.11. Comply with applicable legal obligations and other rules, regulations, codes of practice, and orders and directions of competent governmental authorities that the Company is obliged to follow;
  - 2.10.12. Verify compliance with the terms and conditions governing the use of the Website.
- 2.11. The Company may use and disclose automatically collected information (including aggregated information), which is no longer Personal Data, except where the Company is restricted by applicable law. If the Company combines any automatically collected information with Personal Data or other information which may be used to identify an individual, the combined information will be treated by the Company as Personal Data in accordance with this Policy.
- 2.12. The Company is the only data controller, except for the cases when there is an objective need to control / process or store Personal Data at Company's counterparties or agents. Should such counterparty or agent be engaged by the Company, the Company shall notify Participants in advance.
- 2.13. Provide third parties with statistical information about the Participants (but those third parties will not be able to identify any individual Participant from that information);

### **3. Rights of the Participant**

- 3.1. The Participant has the right to:
  - 3.1.1. Receive information on Personal Data concerning him/her. The right may be restricted if the exercise of it might adversely affect the rights and freedoms of others;
  - 3.1.2. Access his/her Personal Data;
  - 3.1.3. Request the correction of his/her inaccurate Personal Data;

- 3.1.4. Request erasure of his/her Personal Data;
  - 3.1.5. Request restriction of processing of his/her Personal Data;
  - 3.1.6. Object processing of his/her Personal Data;
  - 3.1.7. Withdraw his/her consent to the use of his/her Personal Data for a particular purpose.
- 3.2. The Company reserves the right to retain Participant's Personal Data for as long as is necessary for the legal purposes according to the requirements under respective laws and regulations.
  - 3.3. If the Participant decides to exercise any of the above rights, he/she should send the respective notification to the Company at [hello@desico.io](mailto:hello@desico.io) . To protect Participant's privacy the Company takes reasonable steps to verify the Participant's identity before processing any such requests.
  - 3.4. The Company shall notify the Participant dissatisfaction of his/her demand and/or request indicated in clause 3.1 hereof providing the reasons for such denial. Termination, deletion and/or correction requests are acted upon within 30 days from receipt of the request. Upon your inquiry, we would also advise how to lodge a complaint with the supervisory authority.
  - 3.5. While processing the request the Company reserves its right to suspend provision of any services to the Participant referring to the Company without prior notice, not providing any compensations to the Participant.
  - 3.6. The Participant may manage available communications preferences when he or she access the Website, by updating his or her account preferences, or, where applicable, by using the "opt-out" or unsubscribe mechanism, or other means provided within the communications that he or she receives from the Company.

#### **4. Protection and sharing of Personal Data**

- 4.1. The Company is obliged to do any and all efforts and actions prescribed by applicable law to store any of Personal Data of the Participants in secrecy.
- 4.2. The Company stores and process Personal Data of the Participants on Company's servers in various jurisdictions, where facilities of the Company and / or service providers are located. By submitting Personal Data, the Participant agree to this transfer, storing, or processing. The Company will take all steps reasonably necessary to ensure that Personal Data of the Participants is treated securely and in accordance with this Policy. The Company strives to protect Personal Data of the Participants under internationally acknowledged standards, using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration.
- 4.3. The Company may share Participant's Personal Data with other third parties if the Participant has separately consented to such disclosure. In such case, any information which the Company shares with such third parties shall be used for the purposes described when the Company obtains Participant's consent.
- 4.4. The Company will not share Personal Data of the Participants with any third parties other than Company's respective identity verification partners. The company reserves it's right to share Personal Data of the Participants with:
  - 4.4.1. Banking and brokerage partners of the Company, if necessary;
  - 4.4.2. Other Company's affiliated entities in order to help detect and prevent potentially illegal acts and violations of Company's policies and to guide decisions about Company's products, services and communications;
  - 4.4.3. Entities that the Company plans to merge with or be acquired by (should such a combination occur, the Company will notify Participants and will require that the newly combined entity follow these terms with respect to Personal Data of the Participants);
  - 4.4.4. Service providers that perform certain work for the Company (such as hosting providers, identity verification, investor status verification, support, payment, tokens accounting and email service providers etc.);

- 4.4.5. Current and future parents, affiliates, subsidiaries and other companies under common control and ownership;
- 4.4.6. Law enforcement, government officials or other third parties when the Company is compelled to do so by a subpoena, court order, or similar legal procedure; or the Company believes in good faith that the disclosure of Personal Data is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of any of policies of the Company;
- 4.4.7. Personal Data processing counterparties or agents, hired by or cooperating with the Company, whose services are required by the Company from the practical point of view;
- 4.4.8. When the Company believes, in its sole discretion, that the disclosure of personal information is necessary to report suspected illegal activity or to investigate violations of Company's terms and conditions;
- 4.4.9. Other third parties only with prior consent or direction of Participants to do so.
- 4.5. The Company will not publish any Personal Data related to Participant's purchase of Company's tokens without Participant's prior written consent.
- 4.6. The Company will not provide Personal Data of Participants to any other Website users or third parties other than described in clause 4.4 herein without consent or direction of the Participants.
- 4.7. The Company will not sell or rent Personal Data to third parties.
- 4.8. The Company may combine Personal Data of Participants with information the Company collects from other companies and use it to improve and personalize the Website, as well as Company's content and advertising.
- 4.9. The Company may use Participants' name and email address to provide Participants with information about products or services that may be of interest to them, but the Company will not use Personal Data of Participants without complying with applicable laws and, where appropriate, obtaining consent of Participants.
- 4.10. Company's services may, from time to time, contain links to and from the websites of Company's partner networks, advertisers and affiliates (including, but not limited to, websites on which the Website is advertised). If Participants follow a link to any of these websites, they shall note that these websites and any services that may be accessible through them have their own privacy policies and that the Company does not accept any responsibility or liability for these policies or for any Personal Data that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any Personal Data to these websites or use these services.

## **5. Retain information**

- 5.1. The Company will retain Personal Data of Participants for as long as necessary to provide services and as necessary to comply with legal obligations, resolve disputes and enforce Company's policies.
- 5.2. Retention periods will be determined taking into account the type of information that is collected and the purpose for which it is collected, bearing in mind the requirements applicable to the situation and the need to destroy outdated, unused information at the earliest reasonable time. Under applicable regulations, the Company will keep records containing Personal Data of Participants as required by applicable laws and regulations.
- 5.3. The Company may rectify, replenish or remove incomplete or inaccurate information at any time and at its own discretion.
- 5.4. The Company may retain Personal Data of Participants for as long as they possess Company's tokens and / or use the Website. Moreover, Personal Data of Participants may be hold beyond the abovementioned period till it is indispensable for the Company to have relevant information to respond to any issues that may arise later.

## **6. Security**

- 6.1. The Company uses relevant electronic and procedural safeguards to protect the privacy of the information the Participants provide to the Company from loss, misuse, disclosure, alteration and destruction. Please note that transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not one hundred percent secure. Please note that the Company is not liable for the security of any data Participants are transmitting over the Internet or third party content.

## **7. Amendments**

- 7.1. The Company reserves the right to periodically amend or revise the Policy, changes will be effective immediately upon the display of the revised Policy in the Website. The last revision will be reflected in the "Last modified" section. In case of material changes, a notification may also be sent to your email address. Continued use of the Website constitutes your acknowledgment and consent of such amendments to the Policy and your agreement to be bound by the terms of such amendments. If any Participant does not agree with the changes, such Participant should discontinue use of the Website and/or purchase of Company tokens.

## **8. Contact**

- 8.1. If you have questions concerning this Policy or you notice any bugs, errors or violations please feel free to send us an email at [hello@desico.io](mailto:hello@desico.io).

Last modified: 24 April 2018