PRIVACY POLICY

SHORT OVERVIEW

Below are links to the main parts of the Privacy Policy, which should help you to quickly understand the contents of this document. For a complete understanding of the parties' rights and obligations, please read the full text of the Policy.

What data do we collect?

Please see sections 4-5 of the Policy

When do we collect data?

Please see clauses 1.2, 9.5 of the Policy

Why do we collect data?

Please see section 3 of the Policy

How do we protect the data collected?

Please see section 6 of the Policy

Can we transfer such data to somebody else?

Please see section 9 of the Policy

How can you stop the use of your personal data?

Please see clause 1.5 of the Policy

1. **GENERAL PROVISIONS. ACCEPTANCE OF THE POLICY**

1.1. This document (referred to as the **Policy**) sets out the policy of [**Crypto Bank Limited, Reg. Number 15719**], registered in accordance with the laws of [**Union of Comoros**] at address: [**Suite 1724 BP 303, Mutsamudu, Anjouan Union of Comoros**] (referred to as the **Processor**), in respect of the processing of the personal data of users (referred to here as **Users**) of the Site at the domain name *zodiaq.io* (referred to here as the **Site**) or any connected services, computer programme (software) or other product (referred to here as **Services**), administered by the Processor any other Services which may be created in the future. The Services at the time of publication this Policy includes the following:

(a) chat-bot messenger on Telegram (@Zodiaqbot);

(b) chat-bot messenger on Facebook Messenger (@Zodiaqcorp).

1.2. Any of the following actions confirm that you, the User, accept this Policy and agree that your personal data can be processed under its terms:

(a) visiting our Site or using a Service;

(b) registration (creating an account) at the Site or Service;

(c) completing a transaction with the use of the Site or Service;

(d) transferring any data to the Processor by the User, including for the use of features on the Site, Services or other usual means of communication, if the contact details are shown on the Site (including e-mail, telephone and fax);

(e) undertaking any of the points in (a) to (d) above by a third party under your instruction or on your behalf.

1.3. The Processor can at its discretion change this Policy. The amended Policy will be published at the web address: [https://www.zodiaq.io] and enters into force 10 (ten) days after its publication.

1.4. If the User does not accept the amendments to the Policy, he can withdraw his consent to the processing of his personal data (delete his/her account) and cease to use the Site and Services. If after an amended Policy has come into effect, the User continues to use the Site and Service, this will constitute consent to the terms of the amended Policy.

1.5. Users can at any moment withdraw their consent to the use of their personal data through the following ways:

1.5.1. Submitting through the Site or Service notice of withdrawal of consent to the processing of personal data by deleting the User's account which provides access to the features of the Site or the Services.

1.5.2. Submitting a notice to the Processor that the User has withdrawn his/her consent to the processing of personal data from a verified e-mail address of the User or by other means that enable the Processor to determine to a high-degree of certainty the identity of the sender.

1.5.3. Completing any action on the Site that stops the processing of any category of personal data and technical data of a User, including disabling cookies. Withdrawal of consent, made in accordance with this paragraph only covers specific categories of personal data specified in the relevant part of the Site (for example, data obtained from cookies or similar data).

1.6. Withdrawal of consent to the processing of personal data previously provided to the Processor or a refusal to process personal data without use of which entering into, further performance, amendment or termination of the Agreement (as well as any other agreement with the Processor or the recipient of personal data) becomes impossible, is to be considered as a withdrawal from the Agreement by the User (as well as from any other agreement with the Processor or recipient of personal data), effective from the moment of its receipt by the Processor of withdrawal of consent. The Processor does not bear any liability for any subsequent deletion of the User's account and related data, even if this leads to its irretrievable loss.

1.7. After withdrawal of consent to the processing of personal data, the User is not entitled to continue to use the Site or Services to the extent that this implies the transfer of personal data to the Processor, this does not necessarily prevent the User from again providing consent to the processing of personal data and again use the Site or Services.

1.8. Users cannot be under the age of 18. Individuals under 18 must immediately cease to use the Site or Services. If the Processor receives information that a user is not 18 years of age, any personal data is to be destroyed by the Processor as promptly as possible.

1.9. In approving the content of this Policy, the User consents to the Processor or any third parties approved by the Processor sending to the User offers that may include advertisements. The Processor will include in any offers hyperlinks and similar means to allow Users to unsubscribe from such mailings.

1.10. The Site or the Services may contain URLs and hyperlinks to third party websites or online services that may collect personal and other (like technical) data about the User. This Policy does not apply to User's use of other websites or online services. The Processor is not responsible for any information that is collected through third parties' websites or online services. It is the User's responsibility to read the privacy policies of third parties' websites.

1.11. The Processor cannot reasonably comply with the requirements of all jurisdictions worldwide. If any of provisions in this document breach the law in the jurisdiction of the User, then the law of User's jurisdiction shall prevail.

2. PRINCIPLES OF PROCESSING PERSONAL DATA

2.1. The processing of Users' personal data is to be done by the Processor in a lawful, fair, unbiased and transparent manner.

2.2. The processing of User's personal data is to be solely for the purposes set out in Section 3 of the Policy. The Processor cannot process Users' personal data for any other purpose than for those for which it was collected. The Processor is not to merge databases containing personal data which is to be processed for different purposes.

2.3.   The Processor is to use only the personal data of Users that are required for the purpose. The content and volume of data to be processed is to be the minimum required in order for the Processor to achieve its purpose. The Processor is not to process data that is redundant and not related to the stated purpose of the processing.

2.4.   The Processor, to the extent that this is possible and required by law, is to ensure the accuracy of the User's personal data and, if necessary, update them.

2.5.   The Processor is to store the personal data in a form that enables it to identify the subject of the personal data and for the timeframe required for the purpose for which it is to be processed.

2.6.   The Processor is to handle personal data in a way that protects its security, including protecting against unauthorised access, unlawful processing or accidental loss, damage or destruction, though the use of technical and organisational measures.

2.7.   The Processor is to comply with any other principles for the processing of personal data established by law.

3.   PURPOSES OF THE PROCESSING OF PERSONAL DATA

3.1.   Personal data is data processed by the Processor for the purpose of entering into or performance of an agreement (referred to as an Agreement), under the Terms of Use, published on the Site [https://www.zodiaq.io], to which the User is a party. The purposes for entering into or performing a Agreement include the following:

3.1.1.   User's identification.

3.1.2.   Identifying the source of funds transferred by the User via the Site or Service, as well as any other property provided by the User (including cryptocurrency).

3.1.3.   Completing operations with funds and other property provided by the User (including cryptocurrency), including providing documents and information that confirm the source of the funds to banks and other financial institutions.

3.1.4.   Exchanging messages (orally or electronically) between the User and the Processor.

3.1.5.   Providing the User with full and prompt access to information about products and services offered by the Processor via the Site or Services.

3.1.6.   The Processor taking steps to perform the Agreement under the terms and in a timeframe agreed with the User.

3.1.7.   Analysis of non-personal statistical information to improve the quality of the Processor's performance of the Agreement ('quality of service'), including corrections, changes, improvements and additions to the functionality of the Site or Service.

3.1.8.   Providing the User with a functionality through the Site or Service as well as amendment, correction, improvement or addition to this functionality and changing offered or existing services.

3.1.9. Maintaining security of information on the Site, Services (including from outside interference, such as the spreading of viruses), as well as the hardware and software of the Processor and User.

3.1.10. Resolving disputes arising in respect of the entering into, performance or termination of an Agreement, as well as in respect of any third party claims against the Processor or the User, including in respect of restoring a User's access to a deleted account as well as disputes among the Site's users.

3.1.11. Placing and distributing advertisements, conducting marketing campaigns to promote the services provided through the Site or Services.

3.2. The purposes for processing personal data listed in Clause 3.1 of this Policy are equally applicable to the purpose of the Processor's performance of other agreements entered into with the User or relating to his/her interests.

4. CATEGORIES OF PROCESSED PERSONAL DATA

4.1. Users' personal data is to include any data provided (in particular when completing a form) during registration on the Site or Service, use of the Site's or Service's features, entering into or performing an Agreement, including data transferred by electronic messages with the Processor or during verbal negotiations with representatives of the Processor.

4.2. User personal data includes the following which can be processed by the Processor without restriction:

4.2.1. Name, surname.

4.2.2. Email address.

4.2.3. Telephone number.

4.2.4. Details from any document confirming an individual's identity (ID), which may be provided as a photograph or scan copy. Such information may include: document number, citizenship, issuing organisation, as well as data listed in sub clauses 4.2.1 and 4.2.5.

4.2.5. User's photograph.

4.2.6. Bank/cryptocurrency account details of the User, details of his/her deposits (including cryptocurrency deposits) and digital wallets, credit card and other details used for money or cryptocurrency transfer.

4.2.7. The User's place of residence.

4.2.8. If the User acting as a representative of a legal entity: job position, corporate email and corporate telephone number.

4.2.9. Any other information provided by the User at his/her discretion through the Site/Service or by other means.

4.3.   Personal data listed in clauses 4.2.4 to 4.2.5 of the Policy, are to be processed by the Processor following receipt of the User's consent accompanied by a 'simple' electronic signature. The parties acknowledge that the User's consent is deemed to be granted using a 'simple' electronic signature if:

(a)   consent is provided via the Site, once the User has registered or logged into his/her account; or

(b)   consent provided in a message sent from a 'verified' email address shown by the User when registering (creating an account) on the Site or via a Service.

If the data listed in clauses 4.2.4 and 4.2.5 of this Policy are received without the User's consent in the form provided for in this clause, such data is to be promptly destroyed by the Processor subject to the User's consent.

4.4.   In the event that the User provides to the Processor personal data belonging to a third party, the User is to be obtain consent from that third party for such data to be processed and to notify them of this Policy document. The act of providing the Processor with personal data, including details of an individual's ID, means that the User has obtained the third party's consent and notified them of this Policy. The User is obligated to compensate the Processor for any losses arising from a breach of this clause.

5.   COOKIES AND OTHER PROCESSED DATA

5.1.   Asides from Users' personal data, the Processor is to process the following data (referred to here as **Technical Data**):

5.1.1.   Standard data/log files received by Site hosts from the Site or Service resulting from the actions of the User, including:

(a)   IP address of the host;

(b)   regional location of the device (on the basis of its IP address);

(c)   location of the device (on the basis of the GPS, if such information is provided by the functionality of the Site or Service);

(d)   device identification number, including MAC address;

(e)   information about the User's operating system (including its type and version);

(f)   type and version of the User's browser;

(g)   information about the Internet Service Provider (ISP);

5.1.2.   Data fragments automatically sent to the Processor, used for storing data with the User ('cookies' including but not limited to session cookies, persistence cookies and/or flash cookies).

The User can independently control the use of cookies on the Site or Service by turning cookies on or off via a browser or other similar programme as well as through the use of add-ons. The User is to be solely responsible for any loss of functionality or errors on the Site or Service that result from controlling the use of cookies.

5.1.3. Information received as a result of the User's activity on the Site, including pages visited by the User.

5.2. Technical Data is to be processed in accordance with these rules for processing personal data even in situations when the Processor cannot to determine the identity of the User.

6. ACCESS TO PERSONAL DATA AND ITS PROTECTION

6.1. The User agrees that the Processor for the purpose of fulfilling its obligations and exercising its rights that arise from the Agreement or in connection with enter into it, any other documentation issued by the Processor, that the Processor has access to such data which has been transferred by the User to the Processor through the Site or during the exchange of messages, including the User's personal data.

6.2. To protect User's personal data, the Processor is to take safety measures, including measures required by law, to prevent accidental or unauthorised destroy or loss, as well as unauthorised access or amendment or distribution of the data. The User recognises that such measures cannot prevent unlawful access to his/her personal data and the User's proprietary information on in instances when such unauthorised access exploits the vulnerabilities on the 'client' side, and not the 'server' side, in particular, when the User's computer is infected with a malicious programme or virus.

6.3. The Processor can without restriction share impersonal statistical information concerning the use of the Site by Users and the operation of the Site, including transferring such data to third parties.

6.4. Individuals, who are not employees or representatives of the Processor, will not have access to the personal data of Users except to data that is made publicly accessible by the User and in certain situations provided for under the terms of this Policy or in accordance with the law.

6.5. If the User under law has the right to access information collected about him and information on the processing of such information, then such information is to be provided by the Processor following a written request is sent by email which:

6.5.1. Must contain the User's signature or the signature of a person authorised by him/her (accompanied by a form of authority).

6.5.2. Must contain information, which allows the specific User to be identified (full name, details of the document confirming the individual's identity, postal address and place of residence).

6.5.3. Must contain the User's contact details (including e-mail address and telephone number).

6.5.4. Must be accompanied a copy of a document confirming the individual's identity (ID) that has been notarised or certified by an official.

6.6.   For the purpose of maintaining data protection of the User's data, the information listed in clause 6.5 above, will be reviewed by the Processor only in written or in electronic form, provided that the request and documentation contain an enhanced encrypted and certified electronic signature.

6.7.   For the purpose of maintaining security of the User's data, requests submitted in accordance with 6.5 of the Policy will be considered by the Processor only once (1) every three (3) months.

7.   UPDATING PERSONAL DATA

7.1.   The User is obligated to provide correct information and ensure that it is up to date.

7.2.   The accuracy and currency of information provided by the User through the Site, Service or in correspondence in assumed by the Processor. The Processor is not obligated or required to verify the accuracy of information provided under the Policy.

7.3.   In the event that the Processor has reason to doubt the accuracy, completeness or currency of information provided by the User, the Processor can requests that the User clarify, add or update information that has been provided previously and the Processor can compare such information with that available from other independent sources.

7.4.   Any breaches of the law that result due to the User providing the Processor with incorrect or outdated data or any failure to respond to the Processor's request is the responsibility of the User.

8.   STORING AND DESTORYING PERSONAL DATA

8.1.   The timeframe to process personal data of the User is the same as the duration of the Agreement between the Processor and the User and cannot be shorter than the duration of the User's subscription to the Site or Service. The timeframe for storing personal data after the expiration of the Agreement is three (3) years from the date of its expiration except in situations set out below in 8.2.

8.2.   Personal data will be destroyed within 48 (forty eight) hours from the moment that:

8.2.1.   Withdrawal of consent by the User for the processing of his/her personal data, or termination of the Agreement between the User and the Processor by the User in accordance with clause 1.5 of the Policy;

8.2.2.   If the personal data provided by the User is redundant in relation to the purpose of entering into and performing the Agreement (including if the User sent personal data containing information about political views, ethnicity, health, religious beliefs or personal life, but not limited to these categories of personal data).

8.2.3.   If the User or any other individual sends to the Processor by any means or in any form personal data which does not relate to the purposes set out in Section 3 of the Policy.

8.3.   Unless otherwise provided by law, the Processor can depersonalise data instead of destroying it.

9. TRANSFERRING DATA

9.1. The User agrees that the Processor's authority to process the data includes a right, to the extent that it is permitted by law, to transfer the personal data, provided:

(a) the country to which the data is being transferring adequately protects personal data and such protection of data is regulated by law;

(b) the Processor has taken the necessary and adequate measures to ensure the security of the personal data to be transferred.

9.2. The User agrees that the Processor can transfer personal data to third parties when required to achieve the purposes set out in Section 3 of the Policy, including but not limited to the following situations:

9.2.1. Transfer is required by law.

9.2.2. Transfer is necessary for the use of the Site or Service by the User, to improve the functionality of the Site or Service and quality of service provided to the User, and also to perform the Agreement or any other agreement with the User. Such situations include, but are not limited to, any financial transaction made on behalf or in the interests of the User.

9.2.3. For the purpose of protecting the rights and lawful interests of the Processor or third parties, when the User is in breach of the provisions of the Policy or the Agreement or any other document which contains terms of use for the Site or Service or there is a risk of such a breach taking place.

9.2.4. Depersonalised data is transferred to a third party for statistic or research purposes.

9.3. The following may be recipients of personal data:

9.3.1. Law enforcement, state or court authorities with the lawful authority to request personal data.

9.3.2. An individual providing compliance and consulting services, including Know Your Client processes, anti-bribery or anti-money laundering.

9.3.3. Banks and other financial institutions, using personal data for the purpose of complying with regulatory requirements, including, Know Your Client processes, anti-bribery or anti-money laundering.

9.3.4. An entity or an individual who is an administrator, owner, provider, operator of other services, including affiliates of the Processor, including parent and subsidiary companies (if any).

9.3.5. An entity or an individual instructed to provide modification or technical support for the Site or Service.

9.3.6. Data centres, host providers and other entities that assist with the processing of personal data under the instruction of the Processor acting as controller.

9.3.7. Advertisers and other contractors of the Processor who may use anonymized personal data under the terms of an agreement with the Processor.

9.4. If the Processor instructs an entity or an individual to undertake any processing of personal data, the Processor acts as a controller and is obligated to control compliance with the requirements on the processor from this Policy or any other relevant laws.

9.5. The User agrees that Processor can receive and processed data (for a purpose as set out in Section 3 of the Policy) from third parties about the User which may be required to verify, clarify and update his/her personal data.

10. FINAL PROVISIONS

10.1. Any relations between the User and the Processor that arise from this Policy are to be regulated by the law of Comoros.

10.2. Any disputes in connection with the application or performance of this Policy, as well as the protection of the User's personal data, are to be heard by a competent court in the location of the Processor, provided this is not contrary to any applicable law.

10.3. The Processor has the right to enter into dealings with anyone on special conditions which may be different from those stipulated by this Policy.

10.4. In case that any provision of the present Policy is found to be invalid, illegal and/or unenforceable the remaining provisions of the Policy shall be binding with the same effect as thought the void and unenforceable part had been severed and deleted.

10.5. Users can submit any enquiries regarding this Policy, including questions, suggestions and requests to the Processor's employees responsible for protecting personal data, by e-mail at: [**legal@zodiaq.io**].   Correspondence in writing can be sent to the following address: [104 Minkelberget, 882 95 Graninge, Sweden].

10.6. This Policy enters into force from the date that it is published on the Site shown in clause 1.3.

Date of publication: 20.05.2018