



## SOCIALMEDIA.MARKET TOKEN SALE

# PRIVACY POLICY

DOCUMENT DATE: [09.02.2018]

### SECTION 1. PRIVACY POLICY STATUS AND ACCEPTANCE

1.1. This Privacy Policy (hereinafter referred to as the "Policy") sets forth the general rules of User's information collection, processing and keeping by the Website Owner.

1.2. This Policy is inalienable part of SocialMedia.Market Token Sale General Terms & Conditions.

1.3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in SocialMedia.Market Token Launch General Terms & Conditions.

1.4. Each User must carefully read and comply with this Policy.

1.5. It is understood and presumed per se that by the fact of the Website use and SocialMedia.Market Tokens purchase, the respective User fully read, understood and irrevocably accepted this Policy. If any User does not agree with this Policy in general or any part of it, such User should withhold from using the Website and/or purchase of SocialMedia.Market Tokens.

1.6. 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. It is your responsibility to check updates regularly. Any change to this Policy will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Website.

## SECTION 2. PERSONAL DATA COLLECTION AND PROCESSING

2.1. As a principle, We collect from Users only what we need and will not share Your personal information with any third parties other than our respective identity verification partners, bank and compliance authorities. Even within our project team, access to Your personal information is limited to a subset of employees/contractors, who work on compliance and identity verification matters. The Website Owner is the only data controller and processor, except for the cases when there is an objective Website Owner's need to control/process or store information at Website Owner's counterparties or agents.

2.2. You will provide to Us, immediately upon Our notice of request, any information (including any personal data) that We, in Our sole discretion, deem to be required to maintain compliance with any law, regulation or policy. This includes, but not limited to passports, driver's licenses, utility bills, photographs of You, government identification cards, confirmation of proceeds sources or sworn statements.

2.3. We reserve our right to request documentation, described in paragraph 2.2., prior to activating Your Account on the Website and/or any services, available through the Website. We may refuse You access to our services and Website should We have doubts as to validity, authenticity and genuineness of the documents, provided by You.

2.4. We collect information from running the Website and use information, provided to Us by You. When You visit the Website or use our products, We collect information sent to Us by Your computer, mobile 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, mobile network information and standard web log information, such as Your browser type, and the pages You accessed on Our Website. When You use a location-enabled device with Our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from Your device that may, for instance, provide data on nearby cell towers and wi-fi access spots. However, we will not release Your personally-identifying information to any third party without Your consent, except as set forth herein.

2.5. If You create an Account at our Website We may collect and store the following types of information: contact information – Your name, address, phone, email and other similar information. Before permitting You to use our Website and acquiring SocialMedia.Market Tokens, We

may require You to provide additional information (such as a date of birth, passport number, numbers that You may use or have registered with Your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that We can verify Your identity or address. We may also obtain information about You from third parties such as identity verification services. If you cancel or delete your Account, We 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 Us 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. We have the right to enter into relationship with anyone on special conditions (including commercial conditions) which may be different from those stipulated by this Policy.

2.6. When You access the Website or use Our products or services We (or Google Analytics or similar service provider on our behalf) may place small data files called “cookies” on Your computer or other device. We use these technologies to recognize You as our User; customize our Website and advertising; measure promotional effectiveness and collect information about Your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

2.7. Throughout this Policy, We use the term “personal information” or “personal data” to describe information that can be associated with a specific person (User) and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific User.

2.8. You agree that your personal data may be processed and stored by Us or our counterparties during the period of time that is practically necessary to fulfill the aims and purposes of SocialMedia.Market Token Launch.

## **SECTION 3. PERSONAL DATA PROTECTION AND SHARING**

3.1. We will do any and all efforts and actions prescribed by Applicable Law to store any of Your personal data in secrecy.

3.2. We store and process Your personal information on our servers at Cyprus, where our facilities or our service providers are located. We protect Your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards We use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees or contractors who require it to fulfill their job or service responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Data may from time to time be stored also in other locations.

3.3. We are sometimes required to compare the personal information You provide to third party databases in order to verify its accuracy and confirm Your identity. This allows Us to comply with relevant anti-money laundering (AML) regulations and “know your customer”(KYC) regulations. We will not sell or rent Your personal information to third parties. We may combine Your information with information we collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising. We may use Your name and email address to provide You with information about products or services that may be of interest to You, but we will not use Your personal information without complying with applicable laws and, where appropriate, obtaining your consent.

3.4. We reserve our right to share Your personal information with: our banking partners; companies that We plan to merge with or be acquired by (should such a combination occur, We will require that the newly combined entity follow these terms with respect to Your personal information); 3rd party identification service providers for fraud prevention purposes; law enforcement, government officials, or other third parties when We are compelled to do so by a subpoena, court order, or similar legal procedure; or 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 any of our policies; our personal data processing counterparties or agents, hired by or cooperating with us, whose services are required by us from the practical point of view; other third parties only with Your prior consent or direction to do so.

3.5. We will not provide Your personal information to any other Website users without Your consent or direction.

3.6. You may access, review and edit Your personal information at any time by logging in to the

Website using Your credentials.

3.7. The data that We collect from You will be transferred to, and stored at, a destination in Cyprus and may be transferred and/or stored to other places. It may also be processed by staff operating outside the mentioned areas who work for Us or for one of our service providers. Staff may be engaged in the fulfilment of our services and/or the processing of Your 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 Policy. Third parties may be located in other countries where the laws on processing personal information may be less stringent than in Your country. Our services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which the Website is advertised). If You follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal information 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. [socialmedia.market](#) 5

3.8. Although We require that Users provide an email address, We will not publish any identifying information related to an SocialMedia.Market Token purchase, without the prior written consent of the User. User may be contacted by email by Us regarding a SocialMedia.Market Token purchase. Such emails will be informational only. We will not request any information from Users in an email.

## **SECTION 4. DISPUTE RESOLUTION**

4.1. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either You or We seek 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 We (i) waive Your and Our respective rights to have any and all Disputes arising from or related to this Policy resolved in a court, and (ii) waive Your and Our respective rights to a jury trial. Instead, You and We 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).

4.2. Any Dispute arising out of or related to this Policy, 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 full extent permitted by applicable law, all and any Disputes shall be referred to and finally resolved by arbitration in Cyprus, in accordance with its rules, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Limassol, Cyprus. Number of arbitrators shall be three. The language of the arbitration shall be English. Award of arbitration tribunal shall be final and binding for both Parties. Should by any reason reference to the above-mentioned arbitration be impossible, the Dispute(s) shall be referred to and finally resolved by state court in Cyprus.

For all the questions or inquiries write us on

**INFO@SOCIALMEDIA.MARKET**

Official website:

**[HTTPS://SOCIALMEDIA.MARKET/](https://socialmedia.market/)**

Registered office:

NONTITA LIMITED, Tenarou, 4, Agios Dometios, Nicosia, Cyprus, 2360