

# Introduction

This introduction examines the legal obligations and responsibilities of an affiliate service operating within the cryptocurrency exchange ecosystem. Specifically, the focus is on the distinction between the affiliate service and the exchange provider, emphasizing the importance of legal compliance in this context.

The affiliate service in question operates solely as an affiliate of a cryptocurrency exchange provider. The affiliate earns a 1% commission on each swap it brings to the exchange. It is important to clarify that this affiliate does not represent itself as the exchange, nor does it have any association with the exchange beyond its role as an affiliate. The relationship between the affiliate and the exchange provider is limited to promoting the exchange's services in exchange for a commission or other compensation as outlined in the affiliate agreement.

As part of its legal obligations, the affiliate is required to display the Terms of Service (ToS) and Privacy Policy of the exchange provider. These documents govern the relationship between the exchange provider and the end-users of its services. The affiliate service neither creates nor controls the terms set forth by the exchange provider but is legally mandated to ensure that these terms are accessible to users interacting with the affiliate's platform.

Moreover, the affiliate service adheres strictly to all legal and regulatory requirements necessary to maintain its status as an affiliate. This includes, but is not limited to, compliance with advertising standards, transparent disclosure of its affiliate relationship, and the lawful execution of all obligations under the affiliate agreement.

The following sections will provide a detailed analysis of the exchange provider's Terms of Service, emphasizing key legal considerations relevant to the affiliate's obligations. This analysis serves to illustrate the affiliate's role in the broader legal framework governing cryptocurrency exchanges and highlights the importance of clear and transparent communication with end-users.

If You have any questions, contact [support@teleswap.io](mailto:support@teleswap.io)

**See the Exchange's Privacy Policy below.**

# Privacy Policy

## 1. General information

1.1. References in this Privacy Policy to “SimpleSwap”, “Service”, “Application”, “App” relate to the website, available at <https://simpleswap.io>, operated by SimpleSwap.

1.2. SimpleSwap is the data controller regarding the Personal Data processed within the framework of this Privacy Policy.

1.3. An individual can only become a Client of SimpleSwap and use its features if he/she is aged 18 or over or the age of majority in the country in which he/she resides if that happens to be greater than 18. SimpleSwap does not knowingly collect any information (including Personal Data) or market its services to minors or users under the age of majority.

1.4. SimpleSwap is committed to protecting and respecting the privacy of its Clients and ensures their security when using the Service. This Privacy Policy is intended to help the Client to understand what data and for which purposes Service collects, how collected data is processed and protected.

1.5. SimpleSwap reserves the right to amend this Privacy Policy; therefore it is recommended that the Client of the Service checks Privacy Policy on a regular basis. The service will send a notice or an email regarding such changes to the Client.

1.6. All the changes to this Privacy Policy are effective as of the “Last updated” date. The Client who continues to use the Service after the Last updated date is deemed to accept the changes made to it.

1.7. SimpleSwap expressly states and declares that no personal data of the Client is operated when Additional Services are provided to the Client pursuant to the Terms (Special Terms on Fiat to Crypto Exchange Services). That Client may be required to provide personal data to the third party rendering fiat to crypto exchange services and the operation by that third party of the Client personal data will by all means be regulated by that third party terms and conditions, and privacy policy.

## 2. Contact us

2.1. SimpleSwap has designated a Data Protection Officer (DPO) who could be reached by emailing to [Emily@simpleswap.io](mailto:Emily@simpleswap.io) or by post at the address provided above.

2.2. By registering with the Service, the Client consents to the processing of his/her Personal Data by the Service in accordance with the provisions set below.

2.3. By registering with the Service, the Client gives consent to SimpleSwap to anonymize his/her Personal Data for the purposes of further use in anonymized form in order to improve the performance of the Service.

## 3. Collected data

3.1. When using the Services, the Client agrees to the processing of the following Personal Data:

3.1.1. Personal Data that the Client provides to the Service:

- When creating an address, the Client obliges to provide the Service with basic details necessary for the Service to work as it might be requested, such as the Client's name, gender, date of birth and location.
- SimpleSwap reserves the right to monitor or record interactions between the Client and the Support Service for training purposes and to ensure high quality of service.
- When participating in Client verification procedures: Client's Personal Data, as requested by the Service for the Client identification purposes.
- When participating in surveys or focus groups: insights and evaluation of SimpleSwap's services, responses to the questions from the Service.
- When proceeding with transactions: information required under AML/KYC applicable standards in order to ensure the security of transactions.
- While ordering merchant Product through SimpleSwap's website: Client's Personal Data, as required for the Product's delivery, such as Client's full name, postal address, phone number.

3.1.2. Personal Data collected through the use of the Service:

- When the Client is using SimpleSwap's App, the Service may collect data regarding the device(s) the Client uses to access the Service (such as his/her IP address, device identifier (including unique advertising device identifiers, for example Google Advertiser ID and IDFA), technical and statistical data (including data about the Internet connection, cellular service provider and application usage data) and location data (upon a separate consent from the Client).

3.2. By providing Personal Data to SimpleSwap, the Client warrants that such data is true, accurate and up to date.

3.3. In case the Client is entitled to create a Client's account instead of Client's address, the present Privacy Policies shall be applicable accordingly.

## **4. Use of User's/Client's personal data**

4.1. SimpleSwap collects, process and uses Personal Data of Clients of the Service based on the following grounds:

- when such processing is performed in order to fulfil the contract between the Service and the Client;
- based on legitimate interest of the Service;
- upon explicit prior consent from the Client.

4.2. SimpleSwap collects and processes Personal Data of the Service's Clients in order to maintain the functionality of the Service, Product delivery and to ensure compliance with legal and business-related requirements. The User's/Client's Personal Data is processed for the following purposes:

4.2.1. When processing of personal data is related to fulfilment of the contract between the Service and the Client:

- to set up, operate and manage the Client's address and, if necessary, to contact the respective Client through the means provided by the Client upon registration, in connection with the operation and management of the Client's address;
- to analyze the Client's profile, activity on the Service, preferences and current location in order to improve the Services;
- to proceed and respond to the requests and enquiries received from the Client;
- for administrative purposes, such as password reminders, service messages (including but not limited to the Website's maintenance messages, updates to the Service's Privacy Policy and Terms of Service).

#### 4.2.2. Under legitimate interests of the Service:

- for Client verification purposes, conducted in relation to an ongoing or alleged misbehavior, performed by the Client of the Service, in order to block addresses as part of the Services anti-spam procedures, to investigate possible fraud;
- to evaluate the effectiveness of marketing and to perform market research and training.

#### 4.2.3. Under an explicit consent from the Client:

- to facilitate networking opportunities of the Client with the Service by way of allowing him/her to add additional information to the Client's address;
- to serve the Client with targeted Website advertisements;
- for remarketing purposes, allowing the Service to identify the Client who has previously visited the Website and optimize advertising information according to the Client's preferences. This feature is used by the Service through third-party services such as Google Advertising and myTarget;
- to prepare statistics regarding the use of the Services by the Client;
- to identify possible technical malfunctions in the work of the Service, to assist internal research and development and to make improvements to the Website.

#### 4.2.4. When processing delivery of the Products ordered by the Client:

- to facilitate the delivery of the Products ordered by the Client.

## 5. Duration of the Client's data retention

5.1. SimpleSwap retains the Client's Personal Data for the period of time necessary to carry out relevant activities, specified in section 4 of this Privacy Policy and as permitted by applicable law. Personal Data, that the Client has communicated to the Service upon registration and subsequently through the use of the Service, will be retained by the Service as long as the Client remains the Client of the Service.

5.2. To protect the safety and security of the Clients of the Service, SimpleSwap implements a safety retention window of 30 days following a Client's address deletion.

5.3. SimpleSwap reserves the right to store the Client's Personal Data for a longer period of time than provided in paragraph 5.1., when it is performed in order to fulfill the legal obligations of the Service (including law enforcement requests, dispute resolution), ensure compliance with applicable law or when the relevant Personal Data is stored on the basis of the Service's legitimate interests (including security reasons, prevention of fraud).

## 6. Disclosure of Personal Data

6.1. SimpleSwap may share the Client's Personal Data with third parties in the following cases:

- Other Clients of SimpleSwap: The Client shares information with other Clients of SimpleSwap by way of voluntarily disclosing information on the Service (including but not limited to information in his/her Client's profile). It is in the Client's discretion to choose the information to be disclosed with the Service and SimpleSwap rescinds from responsibility for the other Clients of the Service regarding the way they might use such information, disclosed by the Client.
- Facilitation of Product's delivery. SimpleSwap may share Client's Personal Data with courier service providers in order to fulfill SimpleSwap's obligations in relation to the Product's delivery.
- Third-party advertising services. SimpleSwap uses the following services (list of services is provided alongside with privacy policies of the relevant services):
  - Google Analytics
  - Amplitude
  - Mixpanel
- Third-party analytics services. SimpleSwap uses the following services (list of services is provided alongside with privacy policies of the relevant services):
  - Google Analytics
  - Amplitude
  - Mixpanel
- Cloud services providers:
  - Cloudflare
- Client support services.
- Providing Client's data by law: SimpleSwap may disclose Client's Personal Data when such disclosure is required by law and is reasonably necessary:
  - in order to establish, exercise, defend or enforce legal rights of the Service;
  - to comply with a legal process such as a court order, subpoena or search warrant, government / law enforcement investigation or other legal requirements;
  - to assist in the prevention or detection of crime (subject in each case to applicable law);
  - to protect the safety or vital interests of an individual.
- 6.2. SimpleSwap ensures appropriate contractual control over third parties assisting the Service in processing the Client's Personal Data, securing that rights of Clients of the Service are upheld, their Personal Data is secure, appropriate security and privacy arrangements are in place.
- 6.3. In the event of change in the corporate structure of the Service, resulting in transfer of the Client's Personal Data to a third party, all the Clients of the Service would be notified of such changes via email and through a notice posted on the Service's website. Respective notice would explain the identity of the new data controller and the Client's options regarding disposal of their Personal Data.

## 7. Client's rights

7.1. Every Client of the Service is a data subject and thus has ultimate rights over his/her Personal Data.

7.2. The rights of data subject over his/her Personal Data are as follows:

Client's right	Description
Access	A right to know whether Personal Data concerning the Client is being processed by the Service, right to get information regarding processing of Personal data, right to request a copy of Personal Data being processed.
Rectification	A right to ask the Service to correct Client's Personal Data in a situation when such data available to the Service or disclosed to third parties is inaccurate or incomplete.
Erase	A right to request 'to be forgotten', meaning deletion of the Client's Personal Data from the database of the Service so that the Service is not able to continue processing and storing of such data, with exceptions, provided by applicable law.
Restrict processing	Right to introduce the restriction regime on the processing of the Client's Personal Data, so that in each case the data may be processed only upon separate consent from the Client.
Data portability	Right to request for the Personal Data provided to the Service to be given in a machine-readable format so that it could be transferred to another service provider or transfer directly to a third party designated by the Client.
Object	Right to object to processing his/her Personal Data in a case when the corresponding processing is not performed on the basis of the Client's consent.
Withdraw consent	Right to withdraw consent to processing of his/her Personal Data by SimpleSwap and/or third party processors of Personal Data. The Client should note that withdrawal of consent to the processing of his/her will result in the deletion of his/her profile with the Service and the termination of his/her use of the Service.

7.3. The abovementioned rights are not absolute. In order to exercise some of the rights, the Client should meet certain conditions and requirements, specified by the law.

7.4. For more information regarding his/her rights over Personal Data, the Client/User of the Service should contact [Emily@simpleswap.io](mailto:Emily@simpleswap.io). In order to exercise his/her rights, the Client should submit a request to [Emily@simpleswap.io](mailto:Emily@simpleswap.io).

7.5. The Client/User of the Service should also be acknowledged of his/her right to complain to a data protection regulator in his/her jurisdiction.

## 8. Protection measures

8.1. When using the Website, Client's personal data is transferred by the Service to the domain [www.simpleswap.io](http://www.simpleswap.io).

8.2. SimpleSwap works hard to protect its Clients from unauthorized access to or alteration, disclosure or destruction of their Personal Data. Yet, as any other technology companies, although SimpleSwap takes steps to secure Clients' information, it could not be promised or guaranteed, that unauthorised access, hacking, data loss, or other breaches will never occur.

- SimpleSwap reserves the right to suspend the Client's address without notice if there is a reasonable suspicion of breach of security. If you believe that your address or information is no longer secure, please notify SimpleSwap immediately by sending a message to [Emily@simpleswap.io](mailto:Emily@simpleswap.io).
- 8.3. The Client should take reasonable steps in order to keep his/her Personal Data safe.

## 9. Cookies

9.1. In order to guarantee an optimal level of usability and performance and to ensure relevance of promoted services, SimpleSwap uses cookies and similar technologies in order to track the interaction of Clients with the Website. This section explains the different types of cookies that may be set when the Client uses the Website, helping to understand and manage them as he/she wishes.

9.2. A cookie is a small file that is stored locally at the Client's technical device as soon as the Website is being visited. Cookies function by saving particular sets of data, such as, for example, the Client's language selection. Should the Client open the Website again later, a cookie will transmit this data back to the Website. The Website's cookies don't store personal information like the Client's name or address.

9.3. Types of Cookies

- SimpleSwap's Website uses different types of cookies:
- Session cookies only last only while the Client is visiting the Website and help SimpleSwap to learn more about Client's use of the Website during a single session and to help the Client to use the Website more efficiently.
- Persistent cookies have a longer lifespan and aren't automatically deleted when the Client closes the Website. These cookies are primarily used to help the Client to sign-in into the Website again quickly, for security and analytical purposes. SimpleSwap does not use any information whilst the Client is logged off the Website.
- SimpleSwap uses first-party cookies that is when the cookies are placed on the Client's device directly by the Service. For example, first-party cookies are used to adapt the Website to the language preferences and analyze user experience of the Client.

- Third-party cookies are placed on the Client's device by SimpleSwap's partners and service providers.
- 9.4. The Client can at any time reset device identifiers by activating the appropriate setting on his/her mobile device. The procedure for managing device identifiers is slightly different for each device.
- 9.5. Below is information about how SimpleSwap uses Clients' cookies in the Website:

#### **Necessary cookies**

- These cookies are strictly necessary to provide the Client SimpleSwap's services.

#### **Authentication cookies**

- These persistent cookies help the Service to identify the Clients so that the Client could log into the Website automatically.

#### **Analytics cookies**

- These cookies help the Service to understand how the Website is being used, and help us customize and improve the Service.

<b>Google Analytics</b>	<a href="https://policies.google.com/privacy">https://policies.google.com/privacy</a>
<b>Amplitude</b>	<a href="https://amplitude.com/privacy">https://amplitude.com/privacy</a>
<b>Mixpanel</b>	<a href="https://mixpanel.com/legal/privacy-policy">https://mixpanel.com/legal/privacy-policy</a>
<b>Cloudflare</b>	<a href="https://www.cloudflare.com/privacypolicy/">https://www.cloudflare.com/privacypolicy/</a>
<b>Satismeter</b>	<a href="https://www.satismeter.com/privacy-policy/">https://www.satismeter.com/privacy-policy/</a>
<b>Sentry</b>	<a href="https://sentry.io/privacy/">https://sentry.io/privacy/</a>

#### **Advertising cookies**

- These cookies are used to make advertising messages more relevant to the Client. They perform functions like preventing the same ad from continuously reappearing, ensuring that ads are properly displayed for advertisers, selecting advertisements that are based on the Client's interests and measuring the number of ads displayed and their performance, such as how many people clicked on a given ad.

#### **Social networking cookies**

- These cookies are used to enable the Client to connect the Client's address to third party social networks.
- 9.6. Below is information about how SimpleSwap uses Clients' cookies on the simpleswap.io website:

#### **Necessary**



- Necessary cookies help make a website usable by enabling basic functions like page navigation and access to secure areas of the website. The website cannot function properly without these cookies.

Name	Provider	Purpose	Expiry	Type
__cfduid	Cloudflare	Used by the content network, Cloudflare, to identify trusted web traffic.	29 days	HTTP Cookie
CookieConsent	Simpleswap	Stores the user's cookie consent state for the current domain.	1 year	HTTP Cookie
Local Storage	Simpleswap	Stores the user's cookie consent state for the current domain.	1 year	HTTP Cookie

## 10. Cross-border data transfer

10.1. Disclosure of SimpleSwap's Clients' Personal Data, as provided in section 6 of these Terms of Service sometimes involves cross-border data transfers, for instance to Andorra, Argentina, Faroe Islands, Israel, New Zealand, Switzerland, Russian Federation and other jurisdictions. SimpleSwap uses standard contract clauses approved by the European Commission or other suitable safeguard to permit data transfers from the EEA to other countries. Standard contractual clauses are commitments between companies transferring personal data, binding them to protect the privacy and security of Client's Personal Data.