

This Privacy Policy (“Policy”) describes how Minty.Art (“Minty” or “we” or “our” or “us”) collects, stores, shares and uses information and your choices about privacy when you use our website, products and services (collectively, “Services”). Your privacy is important to us, and we ask that you read this Policy carefully to be informed about our practices. If you see an undefined term in this Privacy Policy, it has the same definition as in our [T&Cs](#).

This Policy is part of our T&Cs. Any capitalized terms that are used but not defined in this Policy have the same meaning given to them in our T&Cs. By accessing or using our Services in any way, you agree that your information may be collected, stored, shared, and used as described in this Policy and our T&Cs.

By submitting any Personal Information through our Site or by using our Services, you agree to the terms of this Privacy Policy and you expressly consent to the collection, use and disclosure of your Personal Information in accordance with this Policy. You may withdraw consent at any time in writing, however such withdrawal does not negate our right to process your data prior to your withdrawal.

WHEN THIS PRIVACY POLICY APPLIES

This Policy applies to all of our Services, regardless of how you use them, and whether or not you register for a Minty account. This Policy applies to how we collect, store, share, and use information. This Policy does not apply to any entity that we do not own or control, or to any person that we do not employ or manage. If, at any time during the course of using our Services, you are directed to a third-party site, you understand and agree that the policies of the third-party site govern.

TYPES OF INFORMATION WE PROCESS

Information You Provide: We may collect the information that you provide (such as your username, email address, your public Web3 wallet address and your social media profile, if any) or otherwise make available to us when you access or use our Services, including when you:

- fill in any forms on our Services, such as when you register for a Minty account or update your account or User profile information;

- access or use our Services, such as when you search for or view artwork or other items, follow artists, patrons or other collectors (collectively, “Users”), tokenize your art, buy, sell, transfer or gift the NFT, as defined in the T&Cs, or communicate with other Users (this can include the information you provide on or through our Services, and information about how you access or use our Services, such as which features you use and when you use them);
- link your Minty account to your account on another social media service (including when you sign up for our Services or sign into our Services through another social media service), in which case we may obtain your username on that service and other information you make publicly available through that service, which may vary depending on your settings on that service; or
- communicate with us or provide feedback via email, we will collect your name and e-mail address as well as any other details included in the email, in order to send you a reply.

Information Collected Automatically: We may automatically collect certain information about how you access or use our Services, and by using our Services you consent to the collection of that information. Examples include but are not limited to: internet browser, operating system, device and application identifiers, IP address and geo-location information, access times and dates, referring and exit pages and URLs, clickstream data, search terms, pages viewed, time spent on pages, bounce rate and login frequency.

Information from Cookies, Web Beacons and Similar Technologies: We may collect information through the use of cookies, web beacons and similar technologies. These technologies help us to operate, improve and customize our Services, Content and marketing, for example, by helping us to better understand how Users access and engage with our Services, Content, emails and ads. We may also use third-party service providers (such as analytics or ad providers) that may use cookies, web beacons and similar technologies to help operate their services. Your browser may have settings that allow you to decline cookies, but please note that some of our Services may not be available if you do

so, as some of our Services require cookies to operate. For more information about cookies, web beacons, similar technologies, and how they are used, please see our Cookie Policy below.

Information from Other Users: If you use our Services to communicate with another User or perform a transaction with another User, we may obtain information or feedback from them about their interaction with you (for example, whether you were responsive to their communications or completed a transaction with them). Also, when Users share User Materials through our Services, if it contains information about you, we will receive that information as well. More information about User Materials is provided below.

Information from Other Sources: We may obtain information about you from third-party partners (such as other companies with which we may jointly offer services or conduct promotional events), third-party service providers or other sources, including but not limited to social media profiles or any publicly available data. We may use this information for legitimate business purposes, including the performance of a contract, customer support, fraud prevention, and credit-related decisions in connection with our Services, along with other purposes described in this Policy.

Information from Mobile Use: When you access our Services on a mobile device, for example, when you download or use a Minty mobile application or visit our website from a mobile browser, we may obtain information about your location and mobile device, including a unique identifier for your device which information may be used for legitimate business purposes. Along with the other purposes described in this Policy, we may use this information in order to customize our Services, Content and marketing for your location. Most mobile devices let you disable location services, and your choices for location services may vary depending on your mobile device.

HOW WE USE THE INFORMATION WE COLLECT AND THE REASONS FOR DOING SO

The information we collect helps us to operate, improve, protect, and customize our Services, as well as develop new Services. The information we collect also helps us provide customer support and make our Services more efficient for you and other Users.

For the sake of transparency, it is our responsibility to outline for you the legitimate business purposes for the collection of information and the reasons why we do so, in order for you to make an informed decision regarding the use of our Services.

In addition to the other uses of information described in this Policy, we may use all of the information that we obtain from or about you for the following purposes and reasons:

- To identify you as a User in our system;
- to provide our Services to you, including new Services we develop later (reason: legitimate business purpose and performance of a contract);
- to provide you with customer support (reason: legitimate business purpose);
- to facilitate your communications or transactions with us, Patrons, Collectors or other users (reason: to receive consent, and for legitimate business purpose);
- to operate, improve, and customize our Services, Content, and marketing, to develop new Services, and to understand how you use and interact with our Services and Content, and the products, services, and Content of others (reason: legitimate business purpose);
- to develop and display more customized Content and ads to you on or off our Services (reason: to receive consent, and for legitimate business purpose);
- to promote and maintain a trusted, safer, and more reliable environment on our Services, for example, to help detect, prevent or otherwise address fraud, security or technical issues, conduct investigations or risk assessments, or verify actions taken by you or associated with your account (reason: to protect the public interest and for legitimate business purpose);
- to contact you (by email or as otherwise authorized by you) in order to address issues with your account or use of our Services, collect fees, send you updates about our

Services or policies, or for other purposes permitted by law (reason: performance of a contract and for legitimate business purpose);

- to contact you (by email, postal mail, telephone, mobile devices, SMS text message, or as otherwise authorized by you) in order to send you marketing communications, promotional messages, and offers about our Services and Content, and the products, services, and Content of others (see below for information on how to opt out of receiving certain communications from us) (reason: to receive consent, and for legitimate business purpose);
- to facilitate your participation in contests, sweepstakes or other promotional events sponsored or conducted by us or by others in conjunction with us (reason: performance of a contract);
- to comply with our legal obligations, resolve disputes, or enforce our T&Cs or any other Minty policies or agreements with Users (reason: compliance with a legal obligation); and
- to perform other functions as described when the information is collected or requested, or for other purposes with your prior consent (reason: legitimate business purpose).

COMMUNICATION PREFERENCES

We provide registered Users with settings on our Services to control whether they receive certain communications from us. If you do not want to receive marketing email from us, you can unsubscribe by following the unsubscribe link in the email you received, changing your preferences in your profile and account settings (if you have registered for a Minty account), or emailing us at hello@minty.art. You may not be able to opt out of receiving some communications from us, such as email about your account, your relationship with us, or your transactions with us or other Users. For further information, please don't hesitate to contact us at hello@minty.art. Please note that unsubscribing from receiving emails from us may result in a less robust experience of our Services.

ACCOUNTS AND USER PROFILES

Registration, Access and Records: To register for a Minty account, you will need to do so by providing your username, valid email address and Web3 Wallet address. If you have received our permission to use our Services as a business, you may need to complete an additional registration process and provide additional information. If you have a Minty account, you may access, add, remove or update certain information about you in your profile and account settings, as indicated on our Services. It is your responsibility to update all such information as necessary to keep it accurate and current. When you update your account or profile information, we may keep a record of the unrevised information for purposes consistent with this Policy. If you wish to cancel your account, you may do so by using the tools provided in your profile and account settings, subject to any other agreements between you and us and any transactions which have not yet been completed. If you terminate your account, we may keep a record of any or all information associated with you or your account, as required or permitted by law, for purposes consistent with this Policy, and any such data shall be attached to a unique identifier which cannot be used to identify you; specific account data that includes Personal Information including your name, e-mail, contact information, and certain other records such as settings and collector profiles will be removed at such termination. For further information, please contact us at hello@minty.art.

Profile and Account Information: To make our Services more interactive, certain information about Users' profiles or accounts may be made accessible to other Users on or through our Services, as indicated in Users' profile and account settings on our Services, or as otherwise indicated by us when you use certain Services. Our Services may include settings to control how certain profile or account information is shared with other Users on or through our Services, and you should check your profile and account settings regularly to be informed of your current choices. For further information, please contact us at hello@minty.art.

Data Retention: We will keep and use your data as described in this Policy for (i) as long as your account is in use, is open, or is active; (ii) as long as is necessary to comply with any tax, legal, and/or other regulatory requirements; and (iii) to protect and defend against potential legal claims. If you would like to request the deletion of your personally identifiable information or request that it be

returned to you, please contact us at hello@minty.art. By deleting your data from our Site, you understand that you will no longer be able to use our Services. We will retain your anonymized, aggregated, depersonalized data after it has been deleted from our Site.

FAVORITES AND FOLLOWS

Our Services may include features that enable you to designate your “favorite” artists, creators, artwork or other items, or categories of artwork or other items. Our Services may also include features that enable you to “follow” artists, patrons or other Users, or categories of artwork or other items.

If you enable such designations, we may include you in email communications regarding those designations. If you would like to opt out of receiving those emails, please follow the unsubscribe link at the bottom of the relevant email or visit your account profile to update your email settings. For further information, please contact us at hello@minty.art.

USER CONTENT

As described in our T&Cs, some Services may enable you to provide User Materials on or through our Services. When you post or publish User Materials on our Services, any information contained in the User Materials (including information in images or videos) becomes publicly accessible on our Services (and may also be indexed by and accessible through third-party search engines), and we and other Users may access and use the User Materials as described in our T&Cs. This applies even if you or someone else also provides such information to us by other means, and our use of such information might have been more limited under this Policy if such information was only provided to us by such other means. It is your responsibility to ensure that you have the right to share any information about others that you may share with us or with others through our Services.

USER COMMUNICATIONS

Connecting with Creators: We aim to provide a platform where Users can discover and engage with a wide range of artwork from around the world. To help make this happen, our Services may include features, such email addresses hosted on our Services. For example, when an artist, a patron or a

collector lists an artwork or the NFT on our Services, our Services may enable you to contact them about that item.

Sharing Information with Other Users: When you use our Services to perform a transaction with another User, it may be visible to other Users your past transactions and any assets you may hold, including your username, if you have expressly permitted so, and your Web3 Wallet address depending on the permissions that you may have configured. Sometimes such Users may be able to obtain additional information about you when you use our Services to perform a transaction with them. For example, they may be able to obtain information about your location, interests and other information, as indicated in your profile and account settings. Our Services may include settings that enable you to choose how certain information is shared with other Users when you perform a transaction with them, as indicated when you use these Services or in your profile and account settings.

WITH WHOM DO WE SHARE PERSONAL INFORMATION?

Personal Information. Under this Policy, "Personal Information" means information that by itself can be used to identify or contact a specific person (for example, username, email address and/or your public Web3 Wallet address), and Personal Information does not include information that has been aggregated or made anonymous so that by itself it no longer identifies and can no longer reasonably be used to contact a specific person. In certain circumstances, Personal Information may also include information you voluntarily provide to us such as artists, patrons or collectors you choose to follow. We will not share your Personal Information with others other than in the ways described in this Policy, or otherwise with your prior consent. In addition to the other sharing of Personal Information described in this Policy, we may share your Personal Information with others in the following contexts.

- **Service Providers:** We may contract with third-party service providers that help us provide our Services, or that perform services for us related to our Services, and they may process your Personal Information as necessary to perform those functions for us. Examples may include but are not limited to: identity verification, document authentication, public database review, order fulfillment, package delivery, payment processing, bill collection, fraud investigation, email and postal mail administration,

customer service assistance, web and mobile data analytics, display ads, and server and database hosting services. For the avoidance of doubt, we do not sell your Personal Information to our Service Providers.

- **Transactions:** For conducting cryptocurrency transactions we use third-party electronic wallet extensions such as (but not limited to) MetaMask, Fortmatic and WalletConnect; your interactions with any of the Web3 Wallets are governed by the applicable privacy policies. In the case of MetaMask, its privacy policy is available at [Metamask Privacy Policy](#), and Fortmatic ([Fortmatic Privacy Policy](#)).
- **Business Transfers:** If we are involved in a merger, acquisition, or sale of assets, your Personal Information may be one of the assets transferred. In this event, if you have registered for a Minty account, we will notify you of the change of ownership by sending an email to the most recent email address you provided us under your Minty account.
- **Legal Purposes:** We may access, preserve, and disclose your Personal Information and/or other information if we believe that such access, preservation or disclosure is reasonably necessary to: (i) comply with any law, regulation, legal process or governmental request (such as search warrants, subpoenas or court orders), which may include responding to legal requests from jurisdictions outside the United States; (ii) enforce our T&Cs or our other policies or agreements with Users, or investigate potential violations; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) protect or enforce the rights or property of Minty, you, or any other person or entity; or (v) prevent physical harm to any person, including situations involving possible violence or self-harm.

AGGREGATED AND NON-PERSONAL INFORMATION

We may aggregate and/or make anonymous any Personal Information that we have obtained in any way from or about you or others so that such information no longer contains any Personal Information. We may use and share any aggregated, anonymous or other non-personally identifying information for any legitimate business purposes, including research and development, marketing, and to inform others about how our Services or Content are engaged with or used.

OTHER WEBSITES AND SERVICES

Our Services may include links to other websites or services that we do not own or control, and other websites or services that we do not own or control may include links to our Services. Our Services may also include features that enable you to link your Minty account to your account on other social media services. For example, you may be able to sign up for (or sign in to) our Services through another social media service. Our Services may also include features that enable you to share Content on other websites and social media services. However, these links and features are not an endorsement by us of any other websites or services, or any of their privacy policies or practices. When you visit or use other websites or services, they may collect information from you, including through the use of cookies, web beacons or similar technologies. We encourage you to read the privacy policies of other websites and services that you visit or use to be informed of their practices.

INTERNATIONAL PROCESSING

Minty is headquartered in Hong Kong. Our Users, service providers, and other third parties you may interact with in connection with our Services, may be located in other countries around the world, including countries that may not offer the same level of protection for Personal Information as that offered in Hong Kong. By accessing or using our Services in Hong Kong or any other country or jurisdiction, you agree that your information may be transferred and processed in Hong Kong and any other country or jurisdiction.

CHILDREN'S INFORMATION

Our Services are not directed to children under the age of 18, and we do not knowingly collect Personal Information from people in this age group. If you believe we may have collected Personal Information from anyone under the age of 18, please contact us.

SECURITY

Every Minty account is protected to help maintain privacy and security on our Services. If you register for an account, we urge you to use a strong password containing unique numbers, letters and special characters, and to protect the confidentiality of your password at all times. If you suspect or become

aware of any unauthorized access to or use of your account or password, you agree to immediately notify us and change your password.

We take reasonable technical and organizational measures to guard against unauthorized or unlawful processing of your personal data and against accidental loss or destruction of, or damage to, your Personal Information. While no system is completely secure, we believe the measures implemented by the Site reduce our vulnerability to security problems to a level appropriate to the type of data involved. We have security measures in place to protect our user database and access to this database is restricted internally. However, it remains your responsibility:

1. To protect against unauthorized access to your use of the Site and/or Services;
2. To ensure no one else uses the Site and/or Services while your machine is logged on to the Site (including by logging on to your machine through a mobile, Wi-Fi or shared access connection you are using);
3. To log off or exit from the Site and/or Services when not using it;
4. Where relevant, to keep your password or other access information secret. Your password and login details are personal to you and should not be given to anyone else or used to provide shared access for example over a network; and
5. To maintain good internet security.

You should keep all of your account details secure. If you think that any of your accounts has been compromised you should change your account credentials with us, and in particular make sure any compromised account does not allow access to your account with us. You should also tell us as soon as you can, so that we can try to help you keep your account secure and if necessary warn anyone else who could be affected.

Please note that while we seek to protect your information and maintain the security of our Services, due to the possibility of hardware or software failure, unauthorized entry or use and other factors, we cannot guarantee the security of any information, whether online or offline. Any transmission of

information is at your own risk. Please also note that any information you provide to us via email is unencrypted.

STATUTORY REQUESTS

Some jurisdictions have laws that give people the right to access or correct their Personal Information which a company has about them. We will honor any statutory right you may have to access or correct your Personal Information that we have in our records, and you can email such requests to hello@minty.art. Once we receive your request, we will let you know if an administrative fee will apply to fulfill your request, as permitted by applicable law. However, please note that even if you have a legal right to request access to information or to correct information, as permitted by applicable law, we may reject requests that are unreasonably repetitive, would require disproportionate technical effort (for example, developing a new system or materially changing an existing practice), would jeopardize the privacy of others, or would be extremely impractical to fulfill (for example, requests to access information located on backup systems).

DISPUTE RESOLUTION

As this Policy is part of our T&Cs, any disputes involving you and us that relate to privacy or the use of your information, and that arise out of or are related to this Policy or our Services, will be subject to our T&Cs, including any provisions regarding the limitation of damages and liability, choice of law, and dispute resolution.

CHANGES TO THIS PRIVACY POLICY

Our business changes with time, and our Privacy Policy will change also. We reserve the right to change this Policy, without prior notice, at any time at our sole discretion. For example, and without limitation, we may change this Policy to reflect changes to the law or changes to our Services. All changes to this Policy will be effective when posted on our Services, or at such later date as may be specified in the updated Policy. We will notify you of any changes to this Policy by posting the updated Policy on our Services, and you agree to review this Policy regularly and inform yourself of all applicable changes. By continuing to use our Services after any changes to this Policy become

effective, you agree to such changes and the updated Policy. Unless we notify you otherwise, the current version of this Policy will apply to all information that we have about you or your account.

COOKIE POLICY

Cookies, Web Beacons, and Similar Technologies: We may use cookies, web beacons and similar technologies, such as tracking URLs, to collect information about how you or others access or engage with our Services, Content, emails, and ads displayed on or off our Services, and to operate, develop, improve, and customize our Services, Content, and marketing, including ads displayed on or off our Services. Most browsers automatically accept cookies, but your browser may have settings that enable you to decline or delete cookies on your device. Please note that if you decline cookies, you may not be able to sign in, customize, or use some of the interactive features of our Services, as some of our Services require cookies to operate.

What these Technologies Are: “Cookies” are small data files placed on your computer or other device which record information. For example, a cookie could enable our Services to recognize your browser, while another cookie could store your account preferences and other information to help make our Services more customized. We may use two kinds of cookies, “session cookies” and “persistent cookies.” Session cookies normally expire when you close your browser, while persistent cookies remain on your device until they expire or are deleted. “Web beacons” (also known as “pixel tags” or “clear GIFS”) are pieces of code or pixels embedded in a web page or email to track engagement with and responses to emails, web pages or ads, or to access or communicate with cookies. “Tracking URLs” are special URLs that can be used to track engagement with and responses to emails or web pages.

Third-Party Analytics, Service, and Ad Providers: We may use third-party analytics and services providers who help us to better understand how our Services and Content are accessed and used, including for web analytics, audience measurement, personalization and segmentation, and relationship management purposes. In turn, this information helps us to develop and improve our Services and Content. Our third-party analytics and service providers include but are not limited to Google Analytics. These providers may use cookies, web beacons and similar technologies to collect information about how Users access or engage with our Services, Content, emails, and ads on or off our

Services. For more information about how Google may collect and process information in connection with Google Analytics, click [here](#).

We may also use third-party advertising providers, including ad networks or exchanges, to help display ads on our Services or on other websites, including customized ads based on past online activity. These third parties may use cookies, web beacons and similar technologies to help provide their services to us, and to collect information about your and others' online activity across different websites. These providers may also collect your IP address, device identifier, or identifier for advertising (IDFA). The third-party advertising providers we use include but are not limited to Google Analytics, and we use its Remarketing and Demographics and Interest Reporting features, which enables Google Analytics to collect data about traffic on our Services through [Google advertising cookies](#) and anonymous identifiers. We and third-party providers, including Google Analytics, may use first-party cookies (i.e. cookies set by the website you are visiting) and third-party cookies (i.e. cookies set by a third-party website other than the website you are visiting) to inform, optimize, and serve ads based on past visits to our Services. We do not control the practices of any third-party providers, and this Cookie Policy (and our Privacy Policy in general) does not cover the use of cookies, web beacons or similar technologies by any third parties.

Opting-Out: Third-party providers may offer you a way to opt-out of receiving cookies from them by visiting their own websites or the websites of industry groups such as the [Network Advertising Initiative](#) and the [Digital Advertising Alliance](#). For example, you may opt-out of receiving ad-related cookies from Google through its [Ad Settings](#). If you opt-out of receiving cookies from one of these providers, it may place a cookie on your device to remember your preference. For more information about AdChoice, please visit their [website](#). Accordingly, if you delete cookies, install a new browser, or start using a new device, you may need to repeat the opt-out process. To opt out of receiving any marketing materials, please email us at hello@minty.art.

Changes to this Cookie Policy: As this Cookie Policy is part of our Privacy Policy, we may update it at any time as described in our Privacy Policy. Please review this Cookie Policy regularly to be informed of any updates.

CONTACTING MINTY

If you have questions or comments about our Privacy Policy or our privacy practices, or you would like to know what Personal Information we hold about you, or would like to update, delete, or request access to such Personal Information, you may contact us by email sent to hello@minty.art.

If you completely delete all of your Personal Information, then your Minty account may become deactivated. We will use commercially reasonable efforts to honor your request. We may retain an archived copy of your records as required by law or for legitimate business purposes, such as information stored in blockchain technology for the purpose of verifying authenticity and value of digital assets.

You may access, correct, amend, or delete your User Materials by accessing your Minty account (including any imported contacts). You control all User Materials you upload. User Materials that you delete (including User Materials containing personal information) may be retained in archived or backup copies in order to enable you to use certain features like revision history and base snapshots. For instructions on how to permanently delete User Materials from your account, please contact us at hello@minty.art. Please note that permanent deletion of your User Materials through this process will impair or disable those features with respect to that User Materials.

You may access, correct, amend, or delete Personal Information we have about you by logging into your account and navigating to your account page. If you wish to cancel your account, you may do so through your account page. If you do, personally identifiable information associated with your account will be deleted as soon as is reasonably practical or as required by applicable law. Please note that we may retain information that is otherwise deleted in anonymized and aggregated form, in archived or backup copies as required pursuant to records retention obligations, or otherwise as required by law.