

## **CUPRUM TOKEN SALE PRIVACY POLICY**

Last updated: 03.06.2018

## **STATUS AND ACCEPTANCE OF PRIVACY POLICY**

1. This Privacy Policy (hereinafter referred to as the “Policy”) sets forth the general rules of Participant’s Personal Data collection, processing, distribution, use and keeping by Cuprum Invest LTD.
2. Throughout this Policy, Cuprum Invest LTD that is a company incorporated in Seychelles (Cuprum Token, the Issuer, the Company, we, us or our) will use the term “Personal Data” to describe information that can be associated with a specific person (the Participant, the Purchaser, the Client) and can be used to identify that person (including the information about the Participant’s activities, such as information about Your use of the Website, when directly linked to personally identifiable information, including automatically collected). Cuprum Invest LTD does not consider Personal Data to include information that has been anonymized so that it does not identify a specific Participant.
3. THIS POLICY IS INALIENABLE PART OF Cuprum Token GENERAL TERMS & CONDITIONS OF Cuprum Token TOKEN SALE. IN TERMS NOT REGULATED BY THIS POLICY, THE Cuprum Token GENERAL TERMS & CONDITIONS OF Cuprum Token TOKEN SALE SHALL APPLY TO THE RELATIONSHIPS THAT ARISE HEREUNDER.
4. The definitions set forth herein and mentioned with capital shall have the meaning as described in Cuprum Token General Terms & Conditions of Cuprum Token Tokens Sale.
5. It is presumed that by the fact of the Website use and purchase of Cuprum Tokens or by providing Cuprum Token the Personal Data directly on its request, the Participant has fully read, understood and accepted this Policy. If any Participant does not agree with this Policy in general or any part of it, such Participant should withhold from using the Website and/or purchase of Cuprum Token.

## **COLLECTION, PROCESSING AND USE OF PERSONAL DATA**

6. The purpose of personal data collection, storage and processing within the Cuprum Token project shall only be the identification of the Cuprum Token purchaser – Participant of the Cuprum Tokens Sale.
7. Cuprum Token collects Personal Data from running the Website and uses Personal Data, provided to Cuprum Token by You. When the Participant visits the Website of ICO, Cuprum Token collects the Personal Data sent to Cuprum Token by Your computer, mobile phone, or other access device. This Personal Data includes:
  - 1) Your mobile network information;
  - 2) Your IP address;
  - 3) Information about the device that Participant uses to access the Website of ICO. Such information includes, but is not limited to, identifier, name, and type, operating system;
  - 4) Web log information, such as Your browser type, and the pages You accessed on Cuprum Token Website.
8. When the Participant uses a location-enabled device with Cuprum Invest LTD Website of ICO, Cuprum Token may collect geographical location data or use various means to determine the location, such as sensor data from the Participant’s device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, Cuprum Token will not release Your personally identifying information of such kind to any third party without Your consent, except as set forth herein.

## **ANTI-MONEY LAUNDERING POLICY**

9. Cuprum Token enforces a strict anti-money laundering policy with zero tolerance for money laundering activities. We define money laundering as any activity that is carried out in an attempt to misrepresent the source of funds actually acquired through illegal processes as funds that were acquired through

lawful sources/activities.

10. All Cuprum Tokens affiliates are obligated to comply with Cuprum Token anti-money laundering policy and with all applicable anti-money laundering laws. Failure to comply can result in severe consequences such as criminal penalties and heavy fines.
11. Cuprum Token ensures complete compliance with laws pertaining to anti money laundering through its related policy.
12. Cuprum Token implements a range of filtration operations for swift and accurate identification of any financial activities that may constitute or are related to money laundering. This helps ensure a money laundering-free financial operations throughout the Cuprum Platform.
13. All Cuprum Tokens Purchasers acknowledge, undertake and agree to the following terms regarding their use of Cuprum Tokens, opening and maintenance of accounts at Cuprum token and for all financial transactions as a Cuprum token client:
  - 1) The Purchaser will comply (throughout the time as a Cuprum token client) with all relevant statutes pertaining to money laundering and proceeds from criminal activities.
  - 2) Cuprum Invest LTD operates under certain obligations known as “know-your-client” obligations which grant CuTo the right to implement anti-money laundering procedures to help detect and prevent money laundering activities where money laundering may mean to handle any funds associated with any illegal activity regardless of the location of such activity.
  - 3) The Purchaser agrees to lend full cooperation to Cuprum Invest LTD with respect to anti-money laundering efforts. This involves providing information that Cuprum Token requests regarding the client’s business details, account usage, financial transactions etc. to help Cuprum token perform its duties as dictated by Applicable laws regardless of jurisdiction.
  - 4) Cuprum Invest LTD reserves the right to delay or stop any funds transfer if there is reason to believe that completing such a transaction may result in the violation of any applicable law or is contrary to acceptable practices.
  - 5) Cuprum Invest LTD reserves the right to suspend or terminate any account or freeze the funds in an account if there is reason to believe that the account is being used for activities that are deemed unlawful or fraudulent.
  - 6) Cuprum Invest LTD has the right to use client information for the investigation and/or prevention of fraudulent or otherwise illegal activities.
  - 7) Cuprum Invest LTD has the right to share client information with:
    - a) Investigative agencies or any authorized officers who are helping Cuprum Token comply with applicable law, including anti-money laundering laws and know-your-client obligations;
    - b) Organizations that help Cuprum Token provide the services it offer its clients;
    - c) Government, law enforcement agencies and courts;
    - d) Regulatory bodies and financial institutions.
14. Activities that Cuprum Token considers possible indications of money laundering include:
  - 1) The Participant showing unusual apprehension or reservations about CuTo anti-money laundering policies.
  - 2) The Purchaser’s interest in conducting financial transactions which are contrary to good business sense or are inconsistent with the client’s business policy.
  - 3) The Purchaser failing to provide legitimate sources for their funds.
  - 4) The Purchaser providing false information regarding the source of their funds.
  - 5) The Purchaser having a history of being the subject of news that is indicative of civil or criminal violations.
  - 6) The Purchaser seems to be acting as a ‘front man’ for an unrevealed personality or business, and does not satisfactorily respond to requests for identifying this personality or business.

- 7) The Purchaser not being able to easily describe the nature of his/her industry.
- 8) The Purchaser frequently makes large deposits and demands dealing in cash equivalents only.
- 9) The Purchaser maintains multiple accounts and conducts an unusually high number of inter-account or 3rd party transactions.
- 10) The Purchaser's previously usually inactive account starts receiving a surge of wire activity.
- 11) The above list is by no means an exhaustive list. Cuprum Token monitors its client and account activity in light of several other red flags and takes appropriate measures to prevent money laundering.

## **KNOW YOUR CUSTOMER (KYC)**

15. The Purchaser acknowledges that he/she/it has to complete a KYC check for the Purchase of the Tokens which must be in form and substance satisfactory to the Issuer. KYC check can be carried out after completing the Purchase of Cuprum Tokens by providing necessary information with regard to identification of the Purchaser, beneficial owner and origin of the funds, the scope and type of information depending on the type of Purchaser and the Purchase amount.

16. During the Purchaser's account registration process an individual purchaser provides the following identification information to the Company:

- 1) Purchaser's full name;
- 2) Purchaser's date and place of birth;
- 3) Country of residence/location of customer;
- 4) Purchaser's address;
- 5) Mobile telephone number and e-mail.

17. After receiving the identification information, the Company's staff may verify this information requesting the appropriate documents. Appropriate documents for verifying the identity of Purchaser include, but are not limited to, the following:

**1) For an individual Purchaser:**

- a) a high resolution scanned copy or photo of pages of a passport or any other national ID, indicating family name and name(s), date and place of birth, passport number, issue and expiry dates, country of issue and Purchaser's signature, selfie with Purchaser's passport or any other national ID;
- b) a high-resolution copy of a utility bill (fixed-line phone, water, electricity) issued within the last 3 months in the same correct name of the Purchaser;
- c) A copy of a tax or rates bill from a local authority in order to verify proof of address of the Purchaser;
- d) A copy of a bank statement (for a current account, deposit account or credit card account);
- e) A copy of a bank reference.

**2) For a legal entity:**

- a) Certificate of Incorporation;
- b) Document certifying Tax Payer's Registration Number, provided by the competent state body;
- c) Articles of Association;
- d) Statement from the State Register of the Legal Entities with the data of the head of legal entity executive body or minutes / decision of the authorised body on appointing a manager / managers (in case if the relevant information on managers is not available in the State Register of the Legal Entities);

18. The Purchaser is obliged to collaborate with regard to the KYC/AML check and to provide any information

and document deemed necessary by the Company.

19. The Company may reject any Purchaser in its sole discretion after the without being obliged to disclose any reason for the rejection.
20. In case the automatic procedures fail, the Company shall contact the Purchaser by email or other means to obtain the information and documents needed. In case the Purchaser does not provide the documents in the requested form and any other information requested to satisfy the KYC/AML check within 10 (ten) days which are not public holidays in Seychelles of the Company's request, Cuprum Token may reject the Purchaser and the costs for the KYC/AML check will be at the cost of the Purchaser. Additionally, the Issuer has the right to partially or fully withhold the received amounts for any costs or damages incurred by the Issuer. All kind of remittance fees either for FIAT Currency or for crypto currencies shall be borne by the Subscriber.

#### **PERSONAL DATA PROTECTION AND SHARING**

21. Cuprum Token will do any and all efforts and actions prescribed by Applicable Law to store any of Your personal data in secrecy.
22. Cuprum Token stores and process Your Personal Data on Cuprum Token servers in various jurisdictions, where our facilities and/or Cuprum Token service providers are located. By submitting Your Personal Data, You agree to this transfer, storing, or processing. Cuprum Token will take all steps reasonably necessary to ensure that Your Personal Data is treated securely and in accordance with this Policy. Cuprum Token protects Your Personal Data under internationally acknowledged standards, using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Third parties may be located in other countries where the laws on processing of Personal Data may be less stringent than in Your country. From time to time, the Personal Data may be also stored in other locations, and in such cases, Cuprum Token will ensure that the Personal Data will be stored and processed with the reasonable level of care and security.
23. Cuprum Token will not share Your Personal Data with any third parties other than Cuprum Token respective identity verification partners. Cuprum Token reserves it's right to share Your Personal Data with:
  - a) Cuprum Token banking and brokerage partners, if necessary;
  - b) Companies that Cuprum Token plans to merge with or be acquired by (should such a combination occur, Cuprum Token will notify You and will require that the newly combined entity follow these terms with respect to Your Personal Data);
  - c) Third party identification service providers for fraud prevention purposes;
  - d) Law enforcement, government officials, or other third parties when Cuprum Token are compelled to do so by a subpoena, court order, or similar legal procedure; or Cuprum Token believes in good faith that the disclosure of Personal Data is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of any of Cuprum Token policies;
  - e) Cuprum Token Personal Data processing counterparties or agents, hired by or cooperating with us, who's services are required by us from the practical point of view;
  - f) Other third parties only with Your prior consent or direction to do so.
24. Cuprum Token will not provide Your Personal Data to any other Website users or third parties other than described in clause 23 herein without Your consent or direction.
25. Cuprum Token will not sell or rent Your Personal Data to third parties.
26. Cuprum Token may combine Your Personal Data with information Cuprum Token collects from other companies and use it to improve and personalize the Website and Cuprum Token App, as well as our

content and advertising.

27. Cuprum Token may use Your name and email address to provide You with information about products or services that may be of interest to You, but Cuprum Invest LTD will not use Your Personal Data without complying with applicable laws and, where appropriate, obtaining your consent.
28. Cuprum Token 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 Cuprum token does not accept any responsibility or liability for these policies or for any Personal Data that may be collected through these websites or services, such as contact and location data. Please check these policies before You submit any personal data to these websites or use these services.

#### **RETAIN INFORMATION**

29. In accordance with Applicable Law and as needed to provide services to Cuprum Invest LTD Participants, Cuprum Invest LTD may hold Your Personal Data. This requirement is conditioned by the need of complying with legal obligations and resolving possible disputes. Cuprum Invest LTD may retain Your Personal Data for as long as You possess Cuprum Tokens and/or use the Website or the Cuprum App. Moreover, Your Personal Data may be hold beyond the abovementioned period till it is indispensable for Cuprum Invest LTD to have relevant information to respond to any issues that may arise later.

#### **SECURITY**

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

#### **CHANGE/UPDATE/DELETE PERSONAL DATA**

31. You have a right to demand Cuprum Token to provide You access to Your Personal Data and to require the correction, updating or deletion of incorrect or/and inaccurate data by contacting Cuprum Token. Nevertheless, this request must comply with Cuprum Token General Terms & Conditions of Cuprum Tokens Sale and Cuprum Token legal obligations.

#### **AMENDMENTS**

32. Cuprum Invest LTD reserves the right to modify or amend this Policy at its own discretion. If such modifications or amendments will occur, Cuprum Invest LTD shall notify the Participants. Your continued usage of the Website shall mean Your acceptance of those modifications and amendments.