

PRIVACY POLICY

This Privacy Policy (hereinafter referred to as the Privacy Policy) applies to all User's information collected by AIVIA Platform while using the resources of the site <https://aivia.io/>, the programs and products available through this site.

1. DEFINITION OF TERMS

1.1. The following terms are used in this Privacy Policy:

Terms - the content of these terms of use of the site, with all available tabs, links and attachments.

The site is a real Internet site in its entirety and/or separate parts (the home page, sections, tabs, attached files created by any software).

The owner of the Site is the copyright holder of the site, represented by ABB CAPITAL LP, registered in accordance with the laws of Scotland, coordinating its operation, posting a new and periodically updating existing information in any form (text, graphic, visual, etc.) that provides the service use of the Site to a certain group of persons and exercising other powers with respect to the site.

Administration of the Site - authorized employees of the site management who act on behalf of the Site Owner who organize and / or perform personal data processing, as well as determine the purposes of processing personal data, the composition of the personal data to be processed, the actions (operations) performed with personal data.

Personal data - any information related to a directly or indirectly defined or determined individual (subject of personal data).

Personal data processing - any action (operation) or a set of actions (operations) performed by the Saitas Administration using automation tools or without using such tools with personal data, including collection, recording, systematization, accumulation, storage, updating (updating, modification), extraction , Use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.

Confidentiality of personal data is a mandatory requirement for the Operator or other persons who have access to a personal data to prevent its distribution without any legal grounds or the consent of the owner of the personal data.

The operator is the company chosen by the Seller, that may collect the money from the User to purchase digital goods, for the purpose of trading on the market of digital assets or technologies, as well as joint venture projects, which initiates business processes and / or Business projects ("startup") by utilizing data transfer through the blockchain.

Digital goods - a virtual product that is a "token" - is a digital code that contains a certain percentage of the results of the Operator's activities.

User - an individual or a legal entity, regardless of its location, having access to or using the site, regardless of the type of access (authorized, unauthorized).

Access - any form and type of user access to the site, including but not limited to the use of a wired or wireless protocol, over the Internet or other similar technologies (WAP, etc.), through any device (personal computer, laptop, mobile phone , communicator, PDA, etc.), capable of receiving and displaying the content of the site.

Authorized access - access to the Registered User's Site.

Unauthorized access - access to the Site of an unregistered User.

Registration is the User's subscription on the site, by providing personal information, after which Site Owner making a decision to provide the Authorized Access to User, creating the means of authentication (authorization) on the site, including the user's login and password. Other terms and definitions are given in the text of the Terms.

Cookies Also known as browser cookies or tracking cookies, cookies are small, often encrypted text files, located in browser directories. They are used by web developers to help users navigate their websites efficiently and perform certain functions. Due to their core role of enhancing/enabling usability or site processes, disabling cookies may prevent users from using certain websites.

IP-address - a unique network address of a node in a computer network built on the IP protocol.

2. GENERAL PROVISIONS

2.1. Use of the Site by the User means acceptance of this Privacy Policy and the terms of processing the User's personal data.

2.2. In the event of disagreement with the terms of the Privacy Policy, the User must stop using the site.

2.3. This Privacy Policy applies only to the Site. The site does not control and is not responsible for third-party sites to which the User can click on the links available on the Site.

2.4. The Site Administration does not verify the authenticity of the personal data provided by the Site User.

3. SUBJECT OF PRIVACY POLICY

3.1. This Privacy Policy sets forth the obligations of the Site Administration to not disclose and protect the privacy of personal data that the User provides upon the request of the Site Administration when registering on the Site or when placing an order for the purchase of a Digital Product.

3.2. Personal data authorized for processing under this Privacy Policy is provided by the User by filling out the registration form on the Site in the appropriate section and includes the following information:

3.2.1. For legal entities:

- 1) Company name;
- 2) Taxpayer Identification Number;
- 3) State registration number;
- 4) Address of the location of the legal entity;
- 5) postal address;
- 6) E-mail address;
- 7) Telephone / fax number;
- 8) Contact person (representative) of the legal entity responsible for the interaction between the Site Owner and the User (last name, first name, patronymic, position of the employee, contact number of this employee). User.

3.2.2. For individuals:

- 1) last name, first name, patronymic;
- 2) contact telephone number;
- 3) e-mail address (e-mail);
- 4) the place of residence of the User.

3.3. Site protects Data that is automatically transmitted during the viewing of blocks of the Site and when visiting pages on which the statistical script of the system ("pixel") is installed:

- IP address;
- information from cookies;
- Information about the browser (or other program that provides access to the display of advertising);
- access time;
- the address of the page on which the information block is located;
- referrer (address of the previous page).

3.4. Disabling cookies may result in the inability to access parts of the Site that require authorization.

3.5. The site collects statistics about the IP-addresses of its visitors. This information is used to identify and solve technical problems, to control the legality of financial payments.

3.6. Any other personal information not specified above (purchase history, used browsers and operating systems, etc.) is subject to reliable storage and non-distribution.

4. PURPOSE OF USER'S PERSONAL INFORMATION

4.1 Personal data of the User The Administration of the Site may use for the purposes of:

4.1.1. Identification of the User registered on the Site for placing an order and (or) entering into a Contract for the purchase and sale of a Digital Goods.

4.1.2. Providing the User with access to the personalized resources of the Site.

4.1.3. Establishing feedback with the User, including sending notifications, requests regarding the use of the Site, rendering services, processing requests and applications from the User.

4.1.4. Definitions of the location of the User for security, prevention of fraud.

4.1.5. Confirmation of the authenticity and completeness of personal data provided by the User.

4.1.6. Create an account to make purchases, if the User has agreed to create an account.

4.1.7. Notifications of the Site User about the status of the Order.

4.1.8. Processing and receipt of payments, confirmation of tax or tax benefits, disputing payment, determining the right to receive a credit line by the User.

4.1.9. Providing the Customer with effective client and technical support in the event of problems related to the use of the Site.

4.1.10. Granting to the User with his consent, special offers, information on prices, newsletters and other information on behalf of the Site or on behalf of his partners.

4.1.11. Implementation of advertising activities with the consent of the User.

4.1.12. Granting access to the User to the Websites or services of the Site partners for the purpose of obtaining other products, updates and services.

5. MANAGES AND TERMS OF PROCESSING PERSONAL INFORMATION

5.1. The processing of the User's personal data is carried out without any time limit, in any legal way, including in personal data information systems using automation tools or without using such means.

5.2. The User agrees that the Site Administration has the right to transfer personal data to third parties, in particular courier services, postal organizations, telecommunication operators, solely for the purpose

of fulfilling the User's order issued on the Site, including the delivery of the Agreement, the Transfer Certificate and the Certificate.

5.3. In case of loss or disclosure of personal data, the Site Administration informs the User about the loss or disclosure of personal data.

5.4. The Administration of the Site takes necessary organizational and technical measures to protect the User's personal information from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties.

5.5. The Administration of the Site together with the User takes all necessary measures to prevent losses or other negative consequences caused by the loss or disclosure of the User's personal data.

6. OBLIGATIONS OF THE PARTIES

6.1. The User is obliged:

6.1.1. Provide information about the personal data necessary to use the Site (note - Authorized access).

6.1.2. Timely update, supplement the information provided on personal data in the event of a change in this information.

6.2. Site administration is obliged:

6.2.1. Use the information received solely for the purposes specified in clause 4 of this Privacy Policy.

6.2.2. To ensure that confidential information is not kept secret, not to disclose without the prior written permission of the User, and also not to sell, exchange, publish, or disclose in other possible ways the personal data of the User transferred.

6.2.3. Take precautionary measures to protect the confidentiality of the User's personal data in accordance with the procedure normally used to protect such information in the existing business.

6.2.4. To block personal data related to the relevant User from the moment of request or request of the User or his legal representative or authorized body for protection of the rights of subjects of personal data for the verification period, in case of revealing unreliable personal data or illegal actions.

7. LIABILITY OF THE PARTIES

7.1. The Administration of the Site, which has not fulfilled its obligations, is liable for losses incurred by the User in connection with the misuse of personal data, except for the cases provided for in cl. 5.2. and 7.2. this Privacy Policy.

7.2. In case of loss or disclosure of Confidential Information, the Site Administration is not liable if this confidential information:

7.2.1. Became public property before its loss or disclosure.

7.2.2. It was received from a third party until it was received by the Site Administration.

7.2.3. Was disclosed with the consent of the User.

8. DISPUTE RESOLUTION

8.1. Before applying to the court with a claim for disputes arising from the relationship between the Site User and the Site Administration, it is mandatory to file a claim (a written proposal for voluntary settlement of the dispute).

8.2. The recipient of the claim within 30 calendar days from the date of receipt of the claim, shall notify the applicant in writing of the claim about the results of the examination of the claim.

8.3. If the agreement is not reached, the dispute will be submitted for consideration and will be submitted for consideration and final approval:

8.3.1. Any dispute arising out of or relating to this contract, including any matter regarding the existence, validity or termination of the contract itself, is subject to referral and final authorization to the Scottish Arbitration Center (SAC) in Edinburgh (Scotland), Website <http://www.scottisharbitrationcentre.org/>

a) Applicable legislation - Scottish legislation (common law).

b) The language of the arbitration shall be English.

9. ADDITIONAL CONDITIONS

9.1. The Site Administration has the right to make changes to this Privacy Policy without the consent of the User.

9.2. The new Privacy Policy comes into effect from the moment of its posting on the Site, unless otherwise provided for in the new edition of the Privacy Policy.

9.3. Any suggestions or questions about this Privacy Policy should be reported to indicate the section of the Site.

9.4. The current Privacy Policy is available at <https://aivia.io/>

