Privacy Policy

1. Introduction

1.1. This Privacy Policy explains how Cryptoxa uses the client's Personal Data (defined below).

1.2. Cryptoxa provides access and utility through an API Platform (application program interface), technologies, products and/or functionalities ("Service") for the purpose of payment integrations for credit card solutions and alternative payments and digital administration panel for crypto exchange white labels.

1.3. In the course of providing Service, to abide by the laws in the jurisdiction that Cryptoxa operates, and to improve services, the company needs to collect and maintain personal information about the Client.

1.4. As a rule, the company never discloses any personal information about Cryptoxa's clients to any non-affiliated third parties, except as described below.

1.5. Cryptoxa may update this Privacy Policy at any time by posting the amended version on this site including the effective date of the amended version.

1.6. Company communicates any material changes to this Privacy Policy via email.

2. Definitions

2.1 Personal Data means information relating to an identified or identifiable natural person, such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, economic, cultural or social identity of you as a natural person.

2.2 Acceptable Use Policy means Cryptoxa's policy or policies in respect of the acceptable use of the Platform from time to time.

2.3 Authorized User means a natural person whom the Client has authorized to access and use the Platform. Cryptoxa may request the Client to provide written and/ or digital confirmation as to the Authorized User's identity. Digital confirmation, if conducted, shall be conducted on a case-by-case basis and in accordance with eIDAS Regulation [(EU) Regulation 910/2014].

2.4 **Availability** means the date and location, or range of dates and / or locations, where a professional is available to work for a practice.

2.5 **Conditions of Service for Practices** means any additional conditions for the use of the Platform by Practices from time to time.

2.6 **Client Data** means any material that Client may provide Cryptoxa or that is provided to Cryptoxa on Client's behalf (including material provided by Authorized Users), or any material which Cryptoxa directly or indirectly collect from the Client, in connection with this agreement or your use of the Platform.

2.7 **Engagement** means any service relationship, whether on a permanent, temporary, ad-hoc, on-call, or other basis, and whether paid or unpaid, between Cryptoxa and Client from time to time, and **Engage** has its corresponding meaning.

2.8 **Intellectual Property Rights** means all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to copyright, inventions (including patents, innovation patents and utility models), trademarks, designs, confidential information, trade secrets, technical data and know-how, topography rights, and rights in databases; any other right resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist; and any license or other similar right from a third party to use any of the above; but excluding any moral rights and similar personal rights which by law are non-assignable.

2.9 **Service Fees** means the fees payable to Cryptoxa for Authorized User's, continued access and use of the Platform from time to time.

2.10 **Third Party Provider** means third parties whom Cryptoxa may engage from time to time to perform or provide a service in connection with the Platform including hosting, data warehousing, email, or security services, or to provide a component or service required for a feature of the Platform.

2.11 **User Terms and Conditions** means Cryptoxa terms applicable for the use of the platform by any person from time to time.

**3.	Collection of Personal Data**

3.1.	Cryptoxa collects, processes, and stores Personal Data collected from Client via client's use of the Service or where Client has given consent.

3.2.	This Personal Data may include contact details, copies of identification documentation provided by Client or derived from publicly accessible databases, government identification number as well as information relating to devices or internet service (such as an IP address and a MAC number).Company collects information provided during the onboarding process, which may be a completed, incomplete, or abandoned process.

3.3.	Cryptoxa collects, uses, stores, and transfers Personal Data, which may include the following:

(i)	Operating within the European Economic Area ("EEA").

(ii)	Company collects, stores, and processes personal information in accordance with the Best Practices of Data Collection in the EU, in addition to GDPR [General Data Protection Regulation- (EU) REGULATION 679/2016].

(iii)	KYC (Know Your Customer) of Clients defined in APPENDIX A.

**4.	Collection and Storing of Data Outside the EU**

4.1.	As outlined above, Cryptoxa may collect Personal Data from customers located in the EEA.

4.2.	To facilitate the services Cryptoxa provides to customers located in the EEA, the company requests explicit consent for the transfer of Personal Data from the EEA to outside of the area.

4.3.	If Client is an individual located in the EEA and declines to consent to such transfer, Client will no longer be able to use company services.

4.4.	Clients will have the ability to withdraw his/her personal information; however, all other functionalities may be disabled under the discretion of Cryptoxa.

**5.	Personal Data Usage**

5.1.	Cryptoxa uses Personal Data to communicate with the Client and to administer, deliver, improve, and personalize the Service.

5.2.	Cryptoxa might also generate generic data out of any Personal Data collected and use it for company purposes.

5.3. Cryptoxa may also use such data to communicate with the Client in relation to other products or services offered by the company and/or its partners.

5.4. Cryptoxa does not share Personal Data with third parties (other than partners in connection with their services) except where clients have given consent and further detailed below.

6. Company may share Client Personal Data with third parties:

6.1. If a company deems that sharing it is necessary to enforce the Terms and Conditions.

6.2. To comply with government agencies, including regulators, law enforcement and/or justice departments.

6.3. To third parties who provide services to the company (such as administration or technical services).

6.4. In connection with the sale or transfer of our business or any part thereof.

6.5. Additionally, Cryptoxa has implemented international standards to prevent money laundering, terrorist financing and circumventing trade and economic sanctions and will implement final rules and regulations when effective, which will likely require Cryptoxa to undertake due diligence on all of the Clients.

6.6. This may include the use of third-party data and service providers which Cryptoxa will cross-reference with Client's personal information.

7. Storage of Personal Data

7.1. The data that Cryptoxa collects from the client may be transferred to, and stored at, a destination outside of the EU.

7.2. It may also be processed by staff operating outside of the EU who work for the Cryptoxa or for one of Cryptoxa suppliers.

7.3. By submitting client personal data, Client agrees to this transfer, storing or processing, except customers located in the EEA, as detailed above.

7.4. All information you provide to us is stored on Cryptoxa and/or third party cloud servers.

8. Access and Correction of Personal Data

8.1. Client has the right to obtain a copy of Personal Data upon request and ascertain whether the information Cryptoxa holds about Client is accurate and up-to-date.

8.2. If any of the Personal Data is inaccurate, Client may request to update the information.

8.3. Client may also request to delete Personal Data, with exception that the Cryptoxa may refuse Client deletion requests in certain circumstances, such as compliance with law or legal purposes. For data access, correction, or deletion requests, please contact Cryptoxa at privacy@cryptoxa.com.

8.4. In response to data access, correction, or deletion requests, Cryptoxa will verify the requesting party's identity to ensure that he or she is legally entitled to make such requests.

8.5. While the company aims to respond to these requests free of charge, Cryptoxa reserves the right to charge Client a reasonable fee should the request be repetitive or onerous.

9. Marketing

9.1. Cryptoxa may communicate company news, promotions, and information relating to Cryptoxa products and services provided.

9.2. Cryptoxa may share Personal Data with third parties to help with marketing and promotional projects, or sending marketing communications.

9.3. By using Cryptoxa services, Client accepts this Privacy Policy and agrees to receive such marketing communications.

9.4. Clients can opt out from these marketing communications at any moment. If Client do not want to receive these communications, please send an email to privacy@cryptoxa.com

9.5. For product related communications, such as policy/terms updates and operational notifications, clients will not be able to opt out of receiving such information.

10. Information Security

Cryptoxa endeavors to protect Clients from unauthorized access, alteration, disclosure, or destruction of Personal Data that the company collects and stores. Cryptoxa takes various measures to ensure information security and periodic review of Clients' Personal Data

collection, storage, and processing practices; and restricted access to Client's Personal Data on a need-to-know basis for our employees and vendors who are subject to strict contractual confidentiality obligations.

11. **Contacting Company about Privacy Concerns**

If a Client has any questions about this Privacy Policy or the use of Personal Data, please contact the company by sending an email to the following address privacy@cryptoxa.com with the subject "PRIVACY REQUEST".

12. **Changes to Privacy Policy**

Any changes made to company Privacy Policy in the future will be posted on Cryptoxa company website and, when appropriate, Cryptoxa will notify clients by email.

APPENDIX A

Definition of KYC (Know Your Customer) of (potential) Clients:

1. Corporate legal name (including the legal name in local language)

2. Incorporation/Registration information

3. Full legal name of all beneficial owners, directors, and legal representatives

4. Address (principal place of business and/or other physical locations)

5. Proof of legal existence

6. Description of the business

7. Percentage of ownership for Individual/corporate owners

8. Contact information of owners, principals, and executive management (as applicable)

9. Proof of identity (e.g., passport, driver's license, or government-issued ID) for significant individual beneficial owner of the institutional customer entity

10. Personal Data for each entity's significant beneficial owner of the institutional customer entity

11. Source of wealth