

PRIVACY POLICY

Last updated: January, 2018

This privacy policy ("Privacy Policy", "Policy") explains how Transcodium Ltd. or other authorized by Transcodium Ltd. company(-ies), if any ("Company", "us" or "we"), collects, stores, uses and protects personal information, when you access and/or use the website <https://transcodium.com> (including all and any subdomains, collectively, the "Website"), services located at the Website ("Services") or when you otherwise interact with the Company.

We will provide notice of any amendment to this Policy by posting any revised document to the Website and updating the "Last updated" field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to this Policy will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Website and Services.

This Policy shall enter into force as of the moment you first access the Website or use Services. Should you disagree with any provision of this Privacy Policy you shall cease using the Website or any Services immediately.

1. Collection of Data and Information. When you are using the Website and/or Services, you may provide your personal data and information voluntarily, including but not limited to your name, residential address, email address, ID and digital wallet address or bank account information, depending on your method of payment. In addition, you may provide some information involuntarily such as any information sent to Company by your computer, phone or other access device. This information may include your IP address, device information, including but not limited to identifier, name and type, operating system, location, mobile network information and standard web log information, such as your browser type, traffic to and from Website and the pages you accessed on Website. In addition, Company may collect personal information from or about you in other ways such as your interaction with customer support or contractual relationships with Company. Company is not obligated to collect any of your information and may do it at its own discretion.

2. Setting up and Using an Account. In order to purchase tokens through Website, you may be required to set up a personal account or fill a form and provide your personal data and information such as name and email address to secure your access to your account and any other information as may be required by Company in order to set up a personal account. Company may require you to provide additional information to verify your identity, address, source of funds or any other information in your account, such as your date of birth, copy of ID, citizenship, country of residence, and other information directly or through a third party. You are responsible for relevance and validity of information to be provided when registering an account. Company is not obligated to verify your identity or any other personal information and may do it at its own discretion.

You can review your personal information inside of your account. You can edit your personal information or delete your account by contacting Company. If you cancel or delete your account, Company may keep your information in its database. This may be necessary to deter fraud by ensuring that a person who tries to commit fraud will not be able to avoid detection simply by closing his/her account and opening a new account. However, if you close your account, your personally identifiable information will not be used by Company for any further purposes, nor sold or shared with the third parties, except as necessary to prevent fraud or money laundering and assist law enforcement in accordance with this Policy. Company has the right to enter into relationship with anyone on special conditions (including commercial conditions) which may be different from those stipulated by this Privacy Policy.

3. Use of Cookies. Company may place small data files (cookies) or pixel tags on your computer or other device when you access Website. Company may use these technologies to recognize you as a returning user, customize its services, content and advertising, evaluate marketing activities, and collect information about

your computer or other access device. Company may use various cookies, including but not limited to session cookies, persistent cookies, and “flash cookies”. Company may codify its cookies to limit access of third parties to the received information. You can independently control the use of cookies from your browser or browser add-ons; however, blocking or disabling Company’s cookies may interfere with your use of Website. Company is not obligated to place cookies on your computer and may do it at its own discretion.

4. Use of Log Files. Company may use the log files to collect your Internet protocol (IP) addresses, type of browser, Internet Service Provider (ISP), date/time stamp, referring/exit pages, other technical information and number of clicks to analyze your activity on the Website, collect geographic and demographic information, and evaluate content of the Website. Information collected from log files is not personally identifiable. Company is not obligated to use log files and may do it at its own discretion.

5. Storing, Using, and Sharing Your Data and Information. Company will store your personal information in its database. Company may contract third parties to store your personal information. Company does not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. Company may use your personal information to customize your use of Website and Services; analyze your activity on Website, including through third parties such as Google Analytics and alike; evaluate and improve its marketing efforts and for other reasons relevant to your use of Website and Services.

Company may share your personal information with: (a) third parties who provide services to Company for storing your personal information, fraud prevention, marketing and technology, services of a sale; such third parties are bound by contracts with confidentiality and non-disclosure clauses and may not use your personal information for any reason other than specified in this Policy; (b) escrow or any other processor of your payment; (c) third parties who provide services to Company for KYC/AML processes; (d) law enforcement, government officials, or other third parties when Company is required to provide your personal information by law, subpoena or court order; (e) parent and/or subsidiary and/or affiliated company; (f) other third parties with your consent or direction to do so.

6. Protection of Your Data and Information. Company takes all reasonable security, administrative and technical measures to protect the security of data or information communicated to Company through the Website and Services. However, transmission of data or information over the Internet or public accessible networks is not one hundred percent secure. Company shall not be liable for the security of any data or information you are transmitting over the Internet.

7. Applicable Law and Venue. The validity, interpretation, construction and performance of this Policy, and all acts and transactions pursuant here to and the rights and obligations of the parties here to shall be governed, construed and interpreted in accordance with the laws of United Kingdom, without giving effect to principles of conflicts of law.

This Policy, Token Sale Terms a single set of rules which regulate the relationships between Purchaser and Transcodium. You cannot accept it the partially, this set of rules should be accepted in full. Should any conflict between this Policy and Token Sale Terms, Token Sale Terms shall prevail.

8. Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks to bring an individual action in small claims tribunal so seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is there referral of a Dispute to one or more persons charged with review in the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

9. No Class Arbitration, Class Action or Representative Actions. Any Dispute arising out of or related to this Agreement is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There

will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. Any Dispute shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration ("LCIA") in accordance with the Arbitration Rules of the London Court of International Arbitration ("LCIA Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be London. The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be English.

10. Severability. In the event any provision of this Privacy Policy is found to be invalid, illegal, or unenforceable the remaining provisions of this Privacy Policy shall nevertheless be binding you with the same effect as though the void and unenforceable part had been severed and deleted.

11. Change of Privacy Policy. Company may amend this Privacy Policy at any time and in its own discretion by posting an updated version on Website. The updated version becomes effective at the time of posting. It is your responsibility to check updates regularly.

12. Contact Us. If you have any questions about this Privacy Policy, please contact us at support@transcodium.com.