

PRIVACY POLICY

GUARIUM e-Commerce Automation

PLEASE READ THIS PRIVACY POLICY CAREFULLY BEFORE USING THIS WEBSITE, OUR PRODUCTS, SERVICES OR PLATFORM.

Your privacy is important to us. This document outlines the privacy policy (“Privacy Policy”) of e-Commerce Automation limited liability company (“GUARIUM”, “Company”, “we”, “us”, “our”) and sets forth our commitment with respect to handling your information. Privacy Policy has been designed to: (i) assist you with understanding what information we collect about you when you access or use this website located at <https://guarium.io> (“Website”) and why we collect it; and (ii) how we use and share that information.

Please also review our General Terms and Conditions, which constitutes the agreement between you and GUARIUM when you are acquiring GUAR tokens, and read them collectively.

By using this Website, you agree to the collection and use of your information in accordance with this Privacy Policy. By further usage of our Website you indicate your consent to our Privacy Policy. **If you do not agree with this Privacy Policy, you are not authorized to access and use our Website, Services or Platform and your sole recourse is to not use them.**

1. DEFINITIONS

1.1. The following terms used herein shall have the following meaning:

- **“Ecosystem”** means GUARIUM ecosystem integrated into the Platform and it refers to an ecosystem which enables the User to access innovative GUARIUM Services developed by GUARIUM and/or its subsidiaries and affiliates.
- **“European Economic Area”** or **“EEA”** shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.
- **“Intellectual Property”** means all intellectual property rights and other similar proprietary rights in any jurisdiction, registered and unregistered, including, without limitation: (i) trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names and other indications of origin, the entire goodwill associated with the foregoing and registrations of, and applications to register, the foregoing; (ii) inventions, discoveries and improvements, whether patentable or not; (iii) patents, applications, provisional applications for patents, inventors' certificates and invention disclosures; (iv) non-public information, ideas, trade secrets and confidential information and rights to limit the use or disclosure thereof by any person; (v) copyrightable

works, including writings, databases, computer software programs and documentation; (vi) copyrights, registrations or applications for registration of copyrights, and any renewals or extensions thereof; and (vii) moral rights.

- **“Personal Information”** means any information relating to an identified or identifiable natural person, meaning an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. Aggregated and anonymized information are not personal information.
- **“Platform”** shall mean GUARIUM platform, as specified in section 3, 4 and 5 of our General Terms and Conditions.
- **“Product”** shall mean the Platform and GUAR token and any other product that will be made available through the Website or Platform during the duration of these Terms by GUARIUM.
- **“Services”** means to all the services specified in section 3.1. of our General Terms and Conditions.
- **“Terms”** means our General Terms and Conditions as published on our Website.
- **“GUARIUM Materials”** means content, materials, tools and software contained in Website, Ecosystem, Platform, Services, GUAR tokens or any other GUARIUM products.
- **“GUAR token” or “GUAR”** means Ethereum based Cryptographic token, as specified in section 5 of our General Terms and Conditions.
- **“User”** means a natural or a legal person who access the Website and/or Platform and/or Ecosystem or in any way uses GUARIUM Services.
- **“Website”** means the website located on the following web address: <https://guarium.io> and any other websites and/or URL which may replace it.

GUARIUM collects personal information needed to conduct its Services, Ecosystem and to enable you to use GUARIUM Website and Product. GUARIUM is the data processor and controller of your personal data and will not share your personal information with third parties, except as specified herein. For the purpose of operating the ecosystem and performing the services, GUARIUM may share your personal information with other entities within the ecosystem. GUARIUM collects personal information from running the Website and uses information, which you provide to us.

2. WHAT INFORMATION DO WE COLLECT?

2.1. Information you give us. When you visit our Website and use our services, you may provide us with some information. For example, we collect information about you when you sign in through our Website or our Platform, create an online Account on our Website, complete a transaction, fill out a form, use our platform, respond to

surveys, take part in prize competitions, send messages to us or otherwise communicate with us. In those circumstances, we shall collect and store your contact information, including but not limited to your email address, name, phone, address and other information provided. In order for you to be able to use our Services, Ecosystem and Product we will also require you to provide additional personal information, such as date and place of birth, identification number, tax number, copy of your identification documents, permanent and temporary residence address, ETH wallet address and other similar data which is used for identification purposes and which GUARIUM may be required to collect to comply with applicable laws. We may also obtain information about you from third parties such as identity verification services. We may also ask you for additional government-issued identification or other information to validate your identity as required by our policies and procedures. This is personal information that is collected on an individual basis and you disclose voluntarily. **2.2. Information automatically collected from your use of our website.** When you use our Website or Services available on our Website, we automatically collect information from your devices. We collect the following information:

- **Server Log Information:** we collect server log information when you use our Website, which may include (but is not limited to) your login details, the date and time of visits, the pages viewed, your IP address, time spent at our Website and the websites you visit just before and just after our Website.
- **Device Information.** We collect information about the computer or mobile device you use to access our Website, including the hardware model, operating system and version, the web browser you use, and other device identifiers.
- **Telemetry Information:** If you use any of our open source software, we may collect bandwidth upload and download speeds, the amount of free and used storage space on your device and other statistics about your device.
- **Usage Information:** If you use our Website, we will collect metadata about the files you upload for storage and we will record instances in which you have used your private key to authenticate communications.
- **Transaction information:** we collect information about the GUAR token sale transaction you complete via the GUARIUM Services, including the amount of ETH funds and GUAR tokens associated with our GUAR token sale.
- **Information Collected by Cookies and Other Tracking Technologies:** We and our service providers use various technologies to collect information when you interact with our Website, access our Services or Platform, including cookies and web beacons. Cookies are pieces of text that may be provided to your computer through your web browser when you access the Website, which enable us to collect information about your device identifiers, IP address, web browsers used to access the Website, pages or features viewed, time spent on pages, mobile app performance and links clicked. Cookies help us make our Website and your visit better. Web beacons are graphic images that are placed

on a website or in an email that is used to monitor the behaviour of the user visiting the website or sending the email. They are often used in combination with cookies.

2.3. Information collected by others. We may use third-party analytics companies (such as Google Analytics) and identity verification services. The information collected by these third parties may be used for purposes disclosed in their privacy policies, and by us to offer our services and comply with legal and regulatory requirements. **2.4.** We may also combine the information described above with other information we collect about you. In addition to providing the foregoing information, if you choose to correspond further with us through e-mail or through the “contact” section of our Website, we may retain, use and disclose the content of your messages together with your e-mail address and our responses. All information is collectively referred as the “Information”. **2.5. Access to information.** You have the right to access information held about you. Your right of access can be exercised in accordance with the governing law (see 11.1.). Any access request will be subject to a fee of £20 to meet our costs in providing you with details of the information we hold about you.

3. HOW WE USE INFORMATION

3.1. We use personal information to provide our Services and Products, for administering our business activities, to communicate with you, to promote safety and security (we use personal information for loss prevention, anti-fraud and/or unauthorized activity and to enforce this Privacy Policy) and to provide you with customer service, technical support, for audit purposes, to prevent and investigate potentially prohibited or illegal activities and to notify you about improvements to our Website and new services we think you will find useful. We can use Personal Information so as to mitigate the risk of fraud, identity theft or credit card theft. We may use your name and email address to provide you with information about products or services that may be of interest to you. You may access, review and edit your personal information or ask us to delete your personal information at any time by logging in to the Website using your credentials or by emailing us at: contact@guarium.com. We may ask you to pay a fee before providing you with this information. We may also create anonymous, aggregated and/or other de-identified data records (“Anonymous Information”) from information that you provide to us by excluding information (such as your name) that makes the information personally identifiable to you. We use this Anonymous Information to analyze request and usage patterns so that we may enhance the content of our Services and to improve Site navigation. We reserve the right to use Anonymous Information for any purpose and to disclose such data to third parties in our discretion. **3.2. Storing and transfer of personal data.** We store and process your personal information on our servers in the European Economic Area (EEA) and elsewhere in the world, where our facilities or our service providers are located. The data may be transferred to other places outside

the EEA, to countries which do not offer the same level of protection as EEA. By using our Website, Product and Services you expressly agree and acknowledge that your personal data may be stored and/or transfer to countries which may not have laws in place to adequately protect your data and your privacy or offer the same level of protection as the privacy laws of your home countries. Your personal data may also be processed by staff operating outside the EEA who work for us or for one of our service providers. Staff may be engaged in the fulfilment of our Services and/or the processing of your details and the provision of support services. By submitting your personal data, you agree to this transfer, storing, or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

4. HOW WE SHARE INFORMATION

4.1. We take your privacy very seriously, and will only share your personal information as needed with the entities within the ecosystem to perform the services and in the event if we are legally compelled to do so or in the events specified in this Privacy Policy. We reserve our right to share your personal information:

- to meet any legal, regulatory, or governmental request, including but not limited to events when we are compelled to do so by a subpoena, court order, or similar legal procedure; or to report suspected illegal activity or to investigate violations of our Privacy Policy or any other Terms;
- our banking partners;
- legal entities that we are interested in merging with or be acquired by. We may share or sell your information in connection with a merger, financing, acquisition, dissolution transaction, bankruptcy or proceeding involving sale, transfer, divestiture of all or a portion of our business or assets. If another company acquires our business or assets, that company will have your information collected by us and will assume the rights and obligations regarding your information as allowed by this Privacy Policy.
- legal entities which are a part of our ecosystem
- third party service providers for fraud prevention purposes and in general to protect GUARIUM and its users, or for legal purposes. We may disclose your information: (a) if we think it's needed to detect, prevent or address illegal activity on our Services, or identify, contact or bring legal action against someone who appears to be causing injury to or interfering with our rights or property or other users; (b) as part of a GUARIUM legal matter or

investigation, including an investigation related to a suspected breach of our Terms; (c) when we believe that disclosure is required or permitted by law, including when responding to subpoenas, warrants, production orders, or similar instruments; or (d) if we believe that disclosure is needed to prevent financial loss; protect your safety or the safety of others, including when there is an emergency involving potential harm, loss of security or serious injury to people or threats of such emergencies; or are obligated to report illegal activity.

- our service providers and/or financial institutions. We may use third-party service providers to help operate our business. Examples include suppliers that host our data or provide customer service. Use of your personal information by our service providers is limited to the information they need to provide services on our behalf. For more information about how these service providers treat your personal information, or with any other comments, complaints or suggestions, contact us at the address below;
- We may need to share your information in order to complete third party financial, technical and legal audits of our operations as part of that review.

4.2. We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with relevant regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising.

5. SOCIAL SHARING FEATURES

5.1. Our Website may offer social sharing features, links to social media and other integrated tools. Your use of such features enables the sharing of information with your contacts or the public, depending on the settings you use with the entity that provides the social sharing feature or social media. Please visit the privacy policies of the entities that provide these features to obtain more information about the purpose and scope of data collection and the processing of such data by such entities.

6. ANONYMOUS INFORMATION

6.1. We may also create anonymous, aggregated and/or other de-identified data records (“Anonymous Information”) from information that you provide to us by excluding information (such as your name) that makes the information personally identifiable to you. We use this Anonymous Information to analyze request and usage patterns so that we may enhance the content of our Services and to improve Site navigation. We reserve the right to use Anonymous Information for any purpose and to disclose such data to third parties in our discretion.

7. PROTECTION OF PERSONAL INFORMATION

7.1. We are committed to protecting the personal information we collect when you use our Website and other services. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. We take reasonable steps to protect the security of the information communicated through our Website. However, no computer security system is entirely fool proof and the Internet is not a secure method of transmitting information. As a result, we do not assume any responsibility for the data you submit to or receive from us through the Internet or for any unauthorized access or use of that information and we cannot and do not guarantee that information communicated by you to us or sent to you by us will be received or that it will not be altered before or after its transmission to us. You agree to not hold us and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the “GUARIUM Parties”) liable for any loss or damage of any sort incurred as a result of any misappropriation, interception, modification, deletion, destruction or use of information provided through our Website. **7.2.** Most web browsers are set to accept cookies as a default. You may wish to opt out by turning off cookies (please refer to the help menu on your browser); however, switching off cookies may restrict your use of our Website. **7.3.** You may also opt out of receiving promotional communications from us at any time by following the instructions in those communications. If you opt out, we may still send you non-promotional communications, such as technical notices, support or administrative notifications or information about your account (if you have one).

8. HYPERLINKS AND THIRD-PARTY SITES

8.1. This Website may contain links to other third-party websites that may collect personal information about you, including through cookies or other technologies. If you link to another website, you will leave this Website and this Privacy Policy will not apply to your use of and activity on those other websites. You should consult these other websites' privacy policies as we have no control over them and are not responsible for any information that is submitted to or collected by these third parties.

9. CHANGES TO OUR PRIVACY POLICY

9.1. We reserve the right, at our sole discretion, to modify, alter, update or replace the Privacy Policy at any time. You are responsible for reviewing and becoming familiar with any such modifications. The date of the most recent revision will be stated in the Privacy Policy. If at any time you find this Privacy Policy or its modifications unacceptable or if you do not agree to the collection, use and sharing of your information according to the Privacy Policy, please do not use this Website. Your continued use of our Website constitutes your agreement to be bound by any such changes to this Privacy Policy.

10.MISCELLANEOUS INDEPENDENT CONTRACTORS

10.1. Entire Agreement. These Privacy Policy together with the Terms govern our relationship with you and concluded Agreement for the use of Website. **10.2. No Waiver.** The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. **10.3. Force Majeure.** GUARIUM shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. **10.4. Severability.** If any provision of this Privacy Policy is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Privacy Policy shall otherwise remain in full force and effect and enforceable. **10.5. Assignment.** We may transfer, assign or delegate this Privacy Policy and its rights and obligations without consent. **10.6. Term and Termination.** The term of this Privacy Policy shall commence on the date you start using this Website and shall end on a date you stop using the Website or upon our termination of these Privacy Policy, for any reason.

11.GOVERNING LAW

11.1. Any dispute between the parties will be governed by this Privacy Policy in accordance with the laws of the United Kingdom, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. You agree and warrant that you will not commence against the other a class action, class arbitration or representative action or proceeding. 11.2. All disputes or claims arising out of or in connection with this Privacy Policy, including but not limited to its breach, termination, validity, nullity or any other disputes or claims arising out of or in connection with these Terms, Website, Products, the Services or any other matter shall be settled under the Rules of Arbitration of the London Court of International Arbitration by three arbitrators appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English. The

arbitration will be conducted confidentially. 11.3. Prior to filing any claims, you agree to file such claim, notification of any dispute or request to GUARIUM within thirty (30) days of when it arises as the attempt of informal resolution of dispute. Notice to GUARIUM shall be sent to: contact@guarium.com. If dispute between you and GUARIUM is not resolved within thirty (30) days, following the receipt of your request, you are entitled to file a claim in accordance with previous section. Claims filled contrary to the provision set out in this paragraph shall be rejected as premature. 11.4. Any dispute arising out of or related to this Privacy Policy is personal to User and GUARIUM and will not be brought as a class arbitration, class action or any other type of representative proceeding. 11.5. Any dispute arising out of or related to this Privacy Policy is personal to User and GUARIUM and will not be brought as a class arbitration, class action or any other type of representative proceeding.

12.CONTACT INFORMATION

12.1. If you need to contact us in relation to this Privacy Policy, please email us to: contact@guarium.com.
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