

PRIVACY POLICY

27 of October 2017

The present document is a Privacy Policy ("**Policy**") governs the collection, usage and disclosure of information while users access or use the website <http://bitcoen.io/> (collectively with all of its subdomains and all their respective pages, the "**Website**"), the online services at the Website ("**Services**"), or when you otherwise interact with Bitcoen LTD, a company registered under the law of England & Wales (hereinafter "**Company**").

This Policy is an integral part of the Terms of Use of the Website.

1. DEFINITIONS

"**Company**" means Company and its respective past, present and future employees, officers, directors, contractors, consultants, attorneys, accountants, financial advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns.

"**Data**" means the information that is collected in relation to usage of the Website and the Services.

"**Terms of Use of the Website**" means the document describing the terms of use of the Website available on the Website.

"**User Account**" means an account that is provided to user by Company for the purpose of obtaining access to products, utilities and offerings provided by Company.

2. APPLICABILITY AND ACCEPTANCE OF POLICY

2.1. This Policy describes the Data, provides information on the Data usage and instances when Company might provide or permit to collection of the Data by the Company or state authorities.

2.2. This Policy shall enter into force from the first access to the Website or commence of usage of any of the Services. By accessing, browsing or using the Website and/or any of the Services you irrevocably and unconditionally accept and adhere to provisions of this Policy without any exemptions, limitations, and exclusions.

If you access the Website or use any of the Services on behalf of a business (whether registered or operating without registration), that business hereby accepts this Policy.

2.3. In the event you disagree with any provision of this Policy or would not like to provide your consent for collection of Data, you shall cease using the Website or any of the Services immediately.

3. COLLECTION OF DATA

3.1. In order to perform the Services and the functionality of the Website, we are entitled to ask users to provide Company with personal identification information, including but not limited to name, e-mail address, mailing address, phone number, date of birth, a scanned copy of a valid government-issued passport or ID number, information about the used cryptocurrency addresses.

3.2. Company may collect, use and disclose personal identification information only if the information was voluntarily provided by users. By transferring to the Company the Data set out in Article 3.1 via the Website or otherwise, user irrevocably and unconditionally entitle Company to collect, use and disclose such Data in accordance with this Policy.

3.3. Without prejudice to the provisions set out in the Terms of Use of the Website, in the case users do not provide Company with the Data set out in Article 3.1, or provide them with inaccurate, misleading or incomplete Data, Company at their sole discretion shall be entitled, without any notice to you, to:

3.3.1. Impose limitations and restrictions on use of the Website and/or the Services; and/or

3.3.2. Suspend or terminate access to the Website, your User Account or the Services.

3.4. Company is entitled to combine Data collected in the course of your interaction with different sections of the Website or the Services with any other relevant available information.

3.5. Data collected by or transmitted to Company, in the course of accessing, interaction and operation of the Website and provision of the Services may include, without limitation, the following Data:

3.5.1. Internet Protocol (IP) address and location;

3.5.2. Cookie information;

3.5.3. Browser identification information;

3.5.4. information on the computer or mobile device you use to access the Website and the Services, including the hardware model, operating system and version, your web browser, and device identifiers (including a network ID used to communicate with other nodes on the platform);

3.5.5. Information contained in or relating to any communication that users send to the Company or send through the Website, and metadata associated with the communication;

3.5.6. Date and time of accessing the Website and the Services;

3.5.7. Information of the third parties websites referred the Website or the Services;

3.5.8. information related to users activity in the course of the Services use, including, without limitation, search queries history, search results provided to you in response to your query, web pages you visited by reference from the search results;

3.5.9. other information.

3.6. In case of refusal refuse to supply with Data the Company it may prevent users from engaging in certain Website-related activities.

3.7. Data collected hereunder in the course of operation of the Website and provision of the Services may differ depending on whether user accesses the Website and the Services logged in to User Account or without logging in.

3.8. Unless users are logged in to User Account users Data, such as e-mail address, name, mailing address, telephone number, is not collected when users access the Website or the Services.

3.9. In the event users access the Website or the Services logged in to User Account, Company shall be entitled to associate the respective Data with User Account and hereby user provide express and unconditional consent to the Company for the association of the Data with User Account.

3.9. Company may also receive information about users from the third sources, such as account credentials for a separate third-party service. Company receives information from that service as indicated in the relevant third party's authorization screen.

4. USE OF DATA

4.1. Company collects the Data as part of the operation of the Website and the Services, including, but not limited to, for the following purposes:

4.1.1. administration and development of the Website and the Services;

4.1.2. enhancement of user experience, including the provision of personalized Services and improvement of the Website and the Services;

4.1.3. development of new products, utilities, and offerings;

4.1.4. detection, investigation, and prevention of fraudulent transactions and other illegal activities and protection of your rights and rights of Company;

4.1.5. collection, processing and performing statistical and other research and analysis of information for enhancement of the Website and the Services;

4.1.6. communication with you about products, services, promotions, events and other news and information we think will be of interest to you; and

4.1.7. verifying compliance with the Terms of Use of the Website.

4.2. User hereby acknowledge and agree that Company shall be entitled to use cookies and web beacons (pixel tags) to collect the Data and associate the Data with users computer and web browser, as well as, in the event users access the Website and/or the Services logged in to User Account, with User Account.

5. PROTECTION OF DATA

5.1. The Company shall store the users Information properly and securely and shall ensure that appropriate physical, technological and organisational measures are in place to protect the Information against unauthorised or unintended access, use or disclosure. The Company shall respectively take such precautions or measures as may be reasonable in the circumstances to prevent improper access to the Information or use or disclosure of the Information by its Representatives or employees.

5.2. Company is not liable for the security of any data users are transmitting over the Internet, or third-party content.

5.3. Any transactions on the blockchain network are public and Company cannot exclude transaction data from the blockchain.

6. DISCLOSURE OF INFORMATION

6.1. Users hereby acknowledge and agree that the Company is entitled to collect, store, disclose, share and transfer, including cross-border, Data collected from users usage of the Website and the Services.

6.2. Company is allowed to disclose the Data, including personal identification information in case:

6.2.1. users give consent or permission to share the information;

6.2.2. to the companies employees and the third-parties that are service providers to the Company (hosting providers, identity verification, support, payment, and email service providers);

6.2.3. while using an interactive areas of the Services, i.e. blog ,forums, the certain information might be shared and displayed publicly by users, such as username, actions and post content;

6.2.4. Company shall be entitled to disclose the Information if and to the extent that it is required to do so by any applicable law or by any court or regulatory agency or authority as required by law, regulation, court order or professional rules.

6.2.5. in connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business by another company.

6.3. Company may without limitations share aggregated or de-identified information, which cannot reasonably be used to identify users.

7. RETAINMENT OF INFORMATION

7.1. In accordance with applicable laws and in the process of rendering services to it users the Company may hold users Data. This requirement is conditioned by the need of complying with legal obligations and resolving possible disputes.

7.2. Company may retain users personal Data while User Account is active and after above mentioned period for the purpose to comply with the relevant legal requirements.

8. ALTERATIONS TO PRIVACY POLICY

8.1. Company has the right, at its discretion, to update the present Policy at any time.

8.2. By using the Website, user acknowledges and agrees that the user responsibility is to review this Policy and be informed of the changes.

8.3. The subsequent use of the Website or the Services after changes to this Policy will also be considered as user acceptance of these changes.