

PRIVACY POLICY

CO2in Mobile Application

(Demo Version)

1. GENERAL

1.1. This Privacy Policy applies to the processing of the personal data in connection with the use of CO2in Mobile Application (in the form of demo version) which is intended to connect the best practices from virtual currencies and the energy industry to help the global environment (the “**Mobile Application**”), the Services (as defined below) and the Website (as defined below). By downloading, browsing, accessing or using the Mobile Application and our Services, you confirm that you have read this Privacy Policy and that you agree to be bound by this Privacy Policy. This Privacy Policy sets out the rights and obligations governing the relationship between us, ROAD TO INTEREST, as the owner and operator of the Mobile Application and as the provider of the Services and the Website, and you, as the user of the Mobile Application, Services and Website.

2. DEFINITIONS

2.1. In this Privacy Policy, the following capitalized terms shall have the following meanings, except where the context otherwise requires:

Terms such as “**ROAD TO INTEREST**”, “**we**”, “**us**” and “**our**” refer to ROAD TO INTEREST s.r.o., company ID no. 24708712, which is governed by the legislation of the Czech Republic and seated at Pobežní 620/3, Prague, 186 00, Czech Republic.

“**Account**” means an account created by you on the Mobile Application during Registration.

“**Coin**” means CO2in – a virtual currency fixed to the amount of CO2 emissions.

“**Privacy Policy**” means this Privacy Policy available at: <https://co2in.com/>.

“**Register**” means to create an Account on the Mobile Application and “**Registration**” means the act of creating such an Account.

“**Services**” means all the services provided by us via the Mobile Application to you.

“**Terms and Conditions**” means Terms and Conditions available at: <https://co2in.com/>.

“**Website**” means our website available at: <https://co2in.com/>.

3. THE MOBILE APPLICATION AND THE SERVICES

3.1. The Mobile Application represents a free-to-use demo version of a trading platform where you can buy and trade with CO2in (also Coin) – a virtual currency fixed to the amount of CO2 emissions. One emissions permit is considered equivalent to one metric ton of carbon dioxide (CO2) emissions (1 permit = 100 Coins = 1 ton of CO2). The permits are tradable via EU Emissions Trading System (EU ETS), which is a cornerstone of the EU's policy to combat climate change and its key tool for reducing greenhouse gas emissions cost-effectively.

3.2. Currently, the Mobile Application is available only in the form of a demo version that can be installed exclusively on devices equipped with iOS Operating system.

3.3. The main purpose of the Mobile Application (demo version) is to educate the users about topics related to environmental pollution and carbon footprint. The Mobile Application (demo version) will teach the users how they can use the Mobile Application to reduce their own carbon footprint and thus protect our global environment. The Mobile Application (demo version) shall also teach Users how volatility works and that the price of both emissions permit and CO2in may differ in relation to the time when the purchase is done.

3.4. Once you download and install the Mobile Application and successfully complete the Registration process, you will be able to try out the features and functionalities of the Mobile Application.

4. PERSONAL DATA PROTECTION

4.1. You acknowledge that we process the personal data provided by you for the purpose of providing the Services, use of our Website and operation of demo version of the Mobile Application in accordance with the applicable legislation on processing and protection of personal data, in particular, but not exclusively, by Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the “**GDPR**”), and any judicial or administrative interpretation of legislation relating to the processing and protection of personal data, any instructions, codes of conduct or approved mechanisms for issuing certificates issued by competent authorities.

4.2. Personal data means all information about an identified or identifiable natural person, in particular you or your contact person; an identifiable natural person is a natural person who can be identified, directly or indirectly, in particular by reference to a particular identifier, such as name, identification number, location information, network identifier or one or more specific physical, physiological, genetic, psychological, economic, cultural or the social identity of this natural person.

4.3. You acknowledge and agree that we will process the provided personal data to the extent of (i) name and surname, (ii) date of birth, (iii) telephone number, (iv) e-mail address, (v) facial imprint to the extent permitted by the applicable legislation, and (vi) other identification and address data provided by you in connection with the use of the Mobile Application, the Services and the Website. We process only personal data provided by you.

4.4. Processing of personal data by us is lawful, because at least one of the following conditions is always met during processing:

- a) you have given us consent to the processing of personal data as referred to in Article 6 (1) (a) GDPR for one or more specific purposes and have not withdrawn the consent as of the moment of processing of personal data;
- b) the processing of personal data is necessary for the performance of the contract between you and us or the implementation of measures taken prior to the conclusion of the contract at your request pursuant to Article 6 (1) (b) GDPR;
- c) processing of personal data is necessary to fulfill the legal obligation applicable to us; or
- d) processing of personal data is necessary for the purposes of our legitimate interests pursuant to Article 6 (1) (f) GDPR.

4.5. We process personal data for the following purposes:

- a) in order to provide services and to fulfill our contractual obligations, we may process personal data provided by you or provided in the future by using its services. This processing of personal data is necessary for the performance of the contract between you and us;
- b) we may process personal data necessary to assert our possible claims and also in order to protect our rights, such processing of personal data is our legitimate interest.

4.6. We shall store personal data for the purpose of providing services and meeting contractual obligations pursuant to Article 4.5 a) above for the duration of the contract between you and us.

4.7. We shall store personal data in order to protect our rights under Article 4.5 b) above as long as our legitimate interest persists.

4.8. Therefore, we keep the personal data provided by you only for the time necessary to exercise the rights and obligations arising from the legal relations between the parties to the contract between you and us or until the withdrawal of consent to the provision of personal data. After this period, personal data are deleted by us.

4.9. We may pass on personal data provided by you to other processors who deliver financial, technical and other services to us, but always in accordance with the above purposes and applicable legislation.

4.10. Under the rules laid down in the GDPR, the personal data subject has the right in particular to:

- a) access to their personal data;
- b) correction of personal data, where appropriate to restrict their processing;
- c) the deletion of personal data;
- d) objecting to the processing of personal data;
- e) the portability of their personal data;
- f) withdrawal of consent to the processing of personal data,
- g) filing a complaint with the competent authority if it considers that its processing has violated its right to the protection of personal data during its processing or related legal regulation.

4.11. In order to exercise any of these rights, you may contact us via the above contact details. We shall provide you with cooperation with the exercise of your rights.

4.12. We declare that we have taken appropriate technical and organizational measures to secure personal data provided by you.

5. UNDERAGE USERS

5.1. Our Mobile Application and Services are not intended for and we do not direct them to anyone under the age of 18 (eighteen).

5.2. In the event that the information you provide in this regard is not truthful, we shall not be liable as the age is verified based on the information and documents provided by the User.

- 5.3. If you are under the age of 18 (eighteen), you may not use the Mobile Application or the Service without the approval of a parent or guardian.

6. THIRD PARTIES

- 6.1. Our Mobile Application, Services and Website may also contain third-party links and search results or include third-party integrations. By using those links, you may be providing information including your personal information directly to the third-party, us or both. You acknowledge and agree that we are not responsible for how those third parties collect or use your information.

7. MARKETING COMMUNICATION

- 7.1. We may send you marketing communication regarding the Mobile Application and the Services.
- 7.2. You may choose to receive the newsletters, surveys, discounts and other promotional materials from us by e-mail or messages.
- 7.3. We shall provide each such message or e-mail with an unsubscribe link so you can unsubscribe at any time.
- 7.4. If you unsubscribe from receiving such marketing messages or e-mails, we may still deliver you in-app notifications. You can turn-off such in-app notifications at any time depending on the device you are using.

8. COOKIES

- 8.1. We use cookies on our Website.
- 8.2. There are two basic types: (a) session cookies, which are deleted as soon as your visit to our website ends, and (b) persistent cookies which remain stored on your device far longer or until you remove them manually.
- 8.3. Cookies help us: (a) improve the user experience of our Website by understanding how people use it, and (b) to maintain the basic Website functionality.
- 8.4. You may reject or restrict cookies usage by using your browser.

9. MISCELLANEOUS

- 9.1. Shall any dispute arise in connection with these Terms and our services, it shall be settled solely at the locally competent court according to the location of our seat.
- 9.2. If any part of this Privacy Policy becomes invalid, legally ineffective or non-binding, the other parts of this Privacy Policy shall survive. In such a case, the invalid provision shall be enforced in full in accordance with the applicable legislation, and you shall adopt measures with an effect similar to the invalid, legally ineffective or non-binding measure, in accordance with the content and purpose of this Privacy Policy.
- 9.3. We may update this Privacy Policy by publishing and notifying you about updated Privacy Policy via the Mobile Application or on our Website, and this shall apply and become effective from the date specified. By log-in and using the Mobile Application, as well as using any of the Services or our Website, you agree with the current wording of our Privacy Policy.

This Privacy Policy enters into force and becomes effective as of 1 December 2020.