

## **FPT TOKEN SALE PRIVACY POLICY**

Last updated: 01.08.2018

### **STATUS AND ACCEPTANCE OF PRIVACY POLICY**

1. This Privacy Policy (hereinafter referred to as the “Policy”) sets forth the general rules of Participant’s Personal Data collection, processing, distribution, use and keeping by the Fluence.

2. Throughout this Policy, Fluence (“Company”, “We”, “Us”) use the term “Personal Data” to describe information that can be associated with a specific person (the Participant) and can be used to identify that person (including the information about the Participant’s activities, such as information about Your use of the Websites, time spent on Websites, activities during visit of Websites, when directly linked to personally identifiable information, including automatically collected). Fluence does not consider Personal Data to include information that has been anonymized so that it does not identify a specific Participant.

3. This Policy is inalienable part of Fluence General Terms & Conditions of FLU Token Sale (“Terms”). In terms not regulated by this Policy, the Fluence General Terms & Conditions of FLU Token Sale shall apply to the relationships that arise hereunder.

4. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in Fluence General Terms & Conditions of FLU Token Sale.

5. Before collection any of Your Personal Information, Company will propose You to fill the “consent application”, which will briefly describe what types of Personal Data will be collected by the Company, why Company collects such information, what rights and obligations do You bear. To continue usage of the Website or for buying FLU tokens it is obligatory to agree with consent application. By clicking “I have read this brief explanation and agree with it” and continuing usage of the Website and purchase of FLU Tokens or by providing Fluence the Personal Data directly on its request, the Participant covenant and agree, that he has fully read, understood and accepted this Policy. If any Participant does not agree with this Policy in general or any part of it, such Participant should withhold from using the Websites and/or purchase of FLU Tokens.

### **COLLECTION, PROCESSING AND USE OF PERSONAL DATA**

6. The purpose of personal data collection, storage and processing within the Fluence project shall only be the identification of the Fluence Token purchaser – Participant of the FLU Token Sale.

7. Fluence collect Personal Data from running the Website and use Personal Data, provided to Fluence by You. When the Participant visit the Website or use our products, Fluence collect the Personal Data sent to Fluence by Your computer, mobile phone, or other access device. This Personal Data includes:

1. Your IP address;
2. Device information including, but not limited to, identifier, name, and type, operating system;
3. Mobile network information;
4. Standard web log information, such as Your browser type, and the pages You accessed on Fluence Website.

When the Participant use a location-enabled device with Fluence Website and products, Fluence may collect geographical location data or use various means to determine the location, such as sensor data from the Participant's device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, Fluence will not release Your personally identifying information of such kind to any third party without Your consent, except as set forth herein.

8. If the Participant want to purchase FLU Tokens, Fluence collect and store the following types of Personal Data about You:

1. Your name;
2. Proof of identity (passport, id card, driver license details).
3. Your date of birth;
4. Information regarding registered address;
5. Your photo with proof of identity.

9. In certain cases (when additional verification by bank or compliance authority is needed according to governmental rules, anti-money laundering (AML) or "know-your-customer" (KYC) policies) Fluence may require You to provide additional information, and namely:

1. Numbers that You may use or have registered with Your local tax authority;
2. Photographs of You;
3. Confirmation of proceeds sources;
4. Sworn statements.
5. Proof of provided information regarding registered address (utility bill, bank reference letter);

The abovementioned information and details shall be provided only upon special personal request to the Participant and specified in respective email.

10. Fluence reserve the right to request basic Personal Data, described in clause 9, prior to purchase of FLU Tokens and/or use of any services, available through the Website. Fluence may refuse the Participant access to the Website in case if Fluence have grounded doubts as to validity, authenticity and genuineness of the Personal Data, provided by the Participant.

11. If the Participant does not provide Fluence with the Personal Data as specified in clauses 8, 9. hereof, the Participant shall not be able to use the full functionality of the Website and purchase FLU Tokens and/or use the Fluence platform. At that, Fluence shall not bear any liability for such possible incomplete use.

12. When the Participant access the Website or use Fluence products or services Fluence (or Google Analytics or similar service provider on our behalf) may place small data files called cookies on the Participant's computer or other device. Fluence use these technologies to recognize You as our Token Sale Participant, customize Fluence Website and advertising, measure promotional effectiveness and collect information about Your computer (as described in clause 7. hereof) or other access device to mitigate risk, help prevent fraud, and promote trust and safety. You may control the use of cookies within Your internet browsers' settings. If you reject or delete certain cookies, be aware that the performance of the related features and functions of our Website and services may be impaired.

13. Fluence collect from the Participants only the Personal Data that Fluence need for their proper use of the Website or for purchase of FLU Tokens. In particular, Fluence use the Participant's Personal Data to:

1. Administer Fluence Website and provide services;
2. Develop new products and services;
3. Personalize Fluence Website for You;
4. Send You technical notices and support and administrative messages;
5. Communicate with You about products, services, promotions, events and other news and information Fluence think will be of interest to You;
6. Monitor and analyze trends, usage and activities in connection with Fluence Website;
7. Provide third parties with statistical information about Fluence Participants (but those third parties will not be able to identify any individual Participant from that information);
8. Detect, investigate and prevent fraudulent transactions and other illegal activities and protect the rights and property of the Fluence and others;
9. Link or combine Personal Data Fluence collect from or about You; and
10. Verify compliance with the terms and conditions governing the use of Fluence Websites.

14. The Fluence is the only data controller and processor, except for the cases when there is an objective Fluence need to control/process or store Personal Data at Fluence's counterparties or agents. Should such counterparty or agent be engaged by the Fluence, Fluence shall notify You in advance.

15. You may access, review and edit Your Personal Data at any time by communicating Fluence in writing.

16. Participant, may access, review and edit his Personal Data at any time by communicating Fluence in writing. Moreover, Participant also have the right to:

1. receive information regarding purposes of Personal Data collection, regarding third parties to which we disclose Personal Data, information, regarding safeguards that are applicable for secure storage of his Personal information, period of time for which Personal Data will be stored;

2. demand erasure of personal data concerning Participant. Company shall fulfill such demand in appropriate period of time. If there is no other lawful ground for storing and processing Participant's Personal Data, as prescribed in applicable law, company shall erase such information. If there is another legal ground for such processing, Company shall notify Participant in appropriate period of time. At that, the Fluence reserves its right to suspend provision of any services to You referring to Fluence project and/or delete Your Account on the Website without prior notice, not providing any compensations to You;
3. object processing of Personal Data concerning Participant under circumstances, that are prescribed in applicable law. In case of such objection, Company shall restrain from processing of Participant's Personal Data, if there will be no other legal grounds for continuing of processing;
4. Participant have the right to ask Company for providing him with a structured, list of previously provided Personal Data. Participant also can ask Company to transmit his Personal Data to previously chosen third party;
5. to demand restriction of the storing and processing of the Personal Data, if legal grounds for such demands have arisen as prescribed in applicable law.

17. Fluence shall gather Personal Data only in scope, that is required for providing with relevant services (with respect to provisions, that are stipulated in section 13) and that confirms with purposes of such collection. Moreover, we do not process Your Personal Data for longer period of time, than it is required by applicable law.

18. Fluence shall gather Personal Data information only for purposes, that are stipulated in this Privacy Policy, or requirements, that follow from applicable law.

19. If Fluence learns of a security systems breach, then we may attempt to notify Participant's electronically so that they can take appropriate protective steps. Fluence may post a notice on the Websites if a security breach occurs.

20. When the personal data breach is likely to result in a high risk to the rights and freedoms of users, the Company shall send a warning emails (to the addresses, that have been previously provided) to users, Personal Data of which may be exposed.

21. In the case of a personal data breach, Company shall without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the Personal Data breach to the supervisory competent authority, unless the Personal Data breach is unlikely to result in a risk to the rights and freedoms of natural persons

22. Fluence will not publish any Personal Data related to Your purchase of FLU Tokens without Your prior written consent.

## **PERSONAL DATA PROTECTION AND SHARING**

23. Fluence will do any and all efforts and actions prescribed by Applicable Law to store any of Your personal data in secrecy.

24. Fluence store and process Your Personal Data on Fluence servers in various jurisdictions, where our facilities and/or Fluence service providers are located. By submitting Your Personal Data and filling the “consent application”, You agree to this transfer, storing, or processing. Fluence will take all steps reasonably necessary to ensure that Your Personal Data is treated securely and in accordance with this Policy. Fluence protect Your Personal Data under internationally acknowledged standards, using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards Fluence use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. Fluence also authorize access to Personal Data only for those employees or contractors who require it to fulfill their job or service responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. From time to time, the Personal Data may be also stored in other locations, and in such cases, Fluence will ensure that the Personal Data will be stored and processed with the reasonable level of care and security.

25. Fluence is sometimes required to compare the Personal Data You provide to third party databases in order to verify its accuracy and confirm Your identity. This allows Fluence to comply with relevant anti-money laundering (AML) regulations and “know your customer” (KYC) regulations.

26. Fluence will not share Your Personal Data with any third parties other than Fluence respective identity verification partners. Fluence reserve our right to share Your Personal Data with:

1. Fluence banking and brokerage partners;
2. Companies that Fluence plan to merge with or be acquired by (should such a combination occur, Fluence will notify You and will require that the newly combined entity follow this Policy with respect to Your Personal Data);
3. 3rd party identification service providers for fraud prevention purposes. for actual conduct of the AML-checks and KYC-procedures in accordance with applicable law;
4. Law enforcement, government officials, or other third parties when Fluence are compelled to do so by a subpoena, court order, or similar legal procedure; or Fluence believe in good faith that the disclosure of Personal Data is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of any of Fluence policies;
5. Fluence Personal Data processing counterparties or agents, hired by or cooperating with us, who’s services are required by us from the practical point of view;
6. Other third parties only with Your prior consent or direction to do so;
7. For compliance with applicable law or regulations.

27. Fluence will not provide Your Personal Data to any other Website users or third parties other than described in clause 21 herein without Your consent or direction.

28. Fluence will not sell or rent Your Personal Data to third parties.

29. Fluence may combine Your Personal Data with information Fluence collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising.

30. Fluence may use Your name and email address to provide You with information about products or services that may be of interest to You, but Fluence will not use Your Personal Data without complying with applicable laws and, where appropriate, obtaining your consent.

31. Fluence services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which the Website is advertised). If You follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that Fluence do not accept any responsibility or liability for these policies or for any Personal Data that may be collected through these websites or services, such as contact and location data. Please check these policies before You submit any personal data to these websites or use these services.

### **RETAIN INFORMATION**

32. In accordance with Applicable Law and as needed to provide services to Fluence Participants, Fluence may hold Your Personal Data. This requirement is conditioned by the need of complying with legal obligations and resolving possible disputes. Fluence may retain Your Personal Data for as long as You possess FLU Tokens and/or use the Website. Moreover, Your Personal Data may be hold beyond the abovementioned period till it is indispensable for Fluence to have relevant information to respond to any issues that may arise later.

### **SECURITY**

33. Fluence use relevant electronic and procedural safeguards to protect the privacy of the information the Participant provide to Fluence from loss, misuse, disclosure, alteration and destruction. Please note that transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not one hundred percent secure. Please note that Fluence are not liable for the security of any data Participants are transmitting over the Internet, or third party content.

### **CHANGE/UPDATE/DELETE PERSONAL DATA**

34. You have a right to demand Fluence to provide You access to Your Personal Data and to require the correction, updating or deletion of incorrect or/and inaccurate data by contacting

Fluence. Nevertheless, this request must comply with Fluence General Terms & Conditions of FLU Token Sale and Fluence legal obligations.

#### **AMENDMENTS**

35. Fluence reserves the right to modify or amend this Policy at its own discretion. The changes can be viewed in the “Last Updated” field above. Your continued usage of the Website shall mean Your acceptance of those amendments.

#### **DISCLAIMERS AS FOR CHILDREN UNDER AGE OF 13**

35. Company does not knowingly collect personal identifiable information from children under the age of thirteen (13) without verifiable parental consent. If it is determined that such information has been inadvertently collected on anyone under the age of thirteen (13), we shall immediately take the necessary steps to ensure that such information is deleted from our system's database. Anyone under the age of thirteen (13) must seek and obtain parent or guardian permission to use this Websites. Unsubscribe or Opt-Out All users and/or visitors to our Websites have the option to discontinue receiving communication from us and/or reserve the right to discontinue receiving communications by way of email or newsletters.

#### **DISCLAIMERS AS FOR MINORS (UNDER AGE OF 16).**

36. Children can only use our services under the supervision of their parents/legal guardians and we always suggest minors (under the age of 16) not to submit any Personal Data to us or use the service. Consent for processing of minor' Personal Data shall be given by their holder of parental responsibility over the minor.

37. To discontinue or unsubscribe to our Websites please send an email that you wish to unsubscribe to team@fluence.one. If you wish to unsubscribe or opt-out from any third party Websites, you must go to that specific Websites to unsubscribe and/or opt out.