

DENEUM PRIVACY POLICY

1. This Privacy Policy (hereinafter referred to as the “Policy”) sets forth the general rules of your Personal Data collection, processing, distribution, use and keeping by DENEUM OU. (hereinafter referred to as the “DENEUM”, “we”, “us”), registered at Ahtri 12, 10151, Tallinn, Estonia the owner of the deneum.com website (hereinafter referred to as the “Website”).
2. Throughout this Policy, DENEUM use the term “Personal Data” to describe information that can be associated with a specific person (You) and can be used to identify that person (including the information about Your activities, such as information about Your use of the Website, when directly linked to personally identifiable information, including automatically collected). DENEUM does not consider Personal Data to include information that has been anonymized so that it does not identify a specific person.
3. It is understood and presumed that by the fact of the Website use and purchase of DNM Tokens or by providing DENEUM the Personal Data directly on its request, You have fully read, understood and accepted this Policy. If You do not agree with this Policy in general or any part of it, You should withhold from using the Website and/or purchase of DNM Tokens.

CHANGES TO THIS PRIVACY POLICY

4. DENEUM reserves the right to modify or amend this Policy at its sole discretion at any time. Any revisions to this Policy will be posted on the main page of the Website. The date of last update can be viewed in the “Last Updated” field of this Policy. It is Your obligation to periodically visit the Website to review any changes that may be made to this Policy. Your continued usage of the Website shall mean Your acceptance of those amendments.

COLLECTION, PROCESSING AND USE OF PERSONAL DATA

5. Personal Data is collected only when voluntarily offered and solely for purposes that are clearly identified in this Policy. The purpose of personal data collection, storage and processing within the DENEUM project shall only be the identification of the DNM Token purchaser – participant of the DNM Token Sale and the user of the Website.
6. DENEUM collects Personal Data from running the Website and use Personal Data, provided to us by You. When You visit the Website or use our products, we collect the Personal Data sent to DENEUM by Your computer, mobile phone, or other access device. This Personal Data includes:
 - (1) Your Server Log information, including, but not limited to Your IP address, login details, time spent at the Website and the websites You visit just before and just after the Website;
 - (2) Device information including, but not limited to identifier, hardware model of the device, name, type, operating system and version;
 - (3) Mobile network information;
 - (4) Standard web log information, such as Your browser type, and the pages You accessed on our Website.

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

7. If You want to purchase DNM Tokens, DENEUM collects and stores the following types of Personal Data:

- (1) Your name;
- (2) Your Username;
- (3) Password, User open key, User private key, User fingertip (hidden system key used by the back-end and internode communication);
- (4) Your email address;
- (5) Your cryptocurrency address;
- (6) Mailing address;
- (7) Other personal information you choose to provide.

By providing us with your Personal Data, you also consent that DENEUM may collect, hold, use and disclose your personal information in accordance with this Policy. In addition to consent of provision of the foregoing information, if You choose to correspond further with DENEUM through e-mail, we may retain, use and disclose the content of Your messages together with Your e-mail address and our responses.

8. 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) DENEUM may require You to provide additional information, and namely:

- (1) Your address;
- (2) Date of birth;
- (3) Passport or driver license details;
- (4) Numbers that You may use or have registered with Your local tax authority;
- (5) Utility bills;
- (6) Photographs of You;
- (7) Confirmation of proceeds sources;
- (8) Sworn statements.

The above-mentioned information and details shall be provided only upon special personal request to You and specified in respective email.

9. DENEUM reserves the right to request basic Personal Data, described in the clause 8, prior to purchase of DNM Tokens and/or use of any services, available through the Website. DENEUM may refuse Your access to the Website in case if we have grounded doubts as to validity, authenticity and genuineness of the Personal Data, provided by You.

10. If You do not provide us with Personal Data as specified in clauses 7, 8. hereof, You shall not be able to use the full functionality of the Website and purchase DNM Tokens and/or use the DENEUM platform. At that, we shall not bear any liability for such possible incomplete use.

11. When You access the Website or use DENEUM products or services we (or Google Analytics or similar service provider on our behalf) may place small data files called “cookies” on Your computer or other device. DENEUM use these technologies to recognize You as our Token Sale Participant, customize the Website and advertising, measure promotional effectiveness and collect information about Your computer (as described in clause 6. 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 browser's settings. If you reject or delete certain cookies, be aware that the performance of the related features and functions of Website and its services may be impaired.

12. DENEUM collects from You only the Personal Data that we need for Your proper use of the Website or for purchase of DNM Tokens. In particular, DENEUM uses Your Personal Data to:

- (1) Provide, maintain, deliver or improve the Website or the products or services provided through the Website;
- (2) Develop new products and services;
- (3) Fulfil its legal and/or regulatory requirements;
- (4) Personalize the Website for You;
- (5) Send You technical notices and support and administrative messages;
- (6) Communicate with You about products, services, promotions, events and other news and information DENEUM thinks will be of interest to You;
- (7) Monitor, track and analyze trends, usage and activities in connection with the Website;
- (8) Provide third parties with statistical information about Website users (but those third parties will not be able to identify any individual from that information);
- (9) Detect, investigate and prevent fraudulent transactions and other illegal activities and protect the rights and property of DENEUM and others;
- (10) Link or combine Personal Data that DENEUM collects from or about You; and DENEUM OU.
- (11) Verify compliance with the terms and conditions governing the use of DENEUM Website.
- (12) Carry out any other purpose or reason for which the Personal Data was collected.

13. DENEUM is the only data controller and processor, except for the cases when there is an objective we need to control/process or store Personal Data at DENEUM's counter-parties or agents. Should such counter-party or agent be engaged by us, we shall notify You in advance.

14. You may access, review and edit Your Personal Data at any time by communicating with DENEUM in writing.

15. You have the right to require DENEUM to delete Your Personal Data provided by You to us or revoke Your consent for collection, processing and storage of Your personal data by us at any time. If You decide to do this, You should send the respective notification to us. DENEUM shall delete Your respective Personal Data from any sources within 24 hours from the moment we receive such request from You. DENEUM reserves its right to suspend provision of any services to You referring to DENEUM project and/or delete Your Account on the Website without prior notice, not providing any compensation to You.

16. DENEUM will not publish any Personal Data related to Your purchase of DNM Tokens without Your prior written consent.

PERSONAL DATA PROTECTION AND SHARING

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

18. DENEUM store and process Your Personal Data on DENEUM servers in various jurisdictions, where our facilities and/or our service providers are located. By submitting Your Personal Data, You agree to this transfer, storing, or processing. DENEUM will take all steps reasonably necessary to ensure that Your Personal Data is treated securely and in accordance with this Policy. DENEUM 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 DENEUM uses are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. DENEUM also authorizes access to Personal Data only for those employees or contractors who require it to fulfil their job or service responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Third parties may be located in other countries where the laws on processing of Personal Data may be less stringent than in Your country. From time to time, the Personal Data may be also stored in other locations, and in such cases, DENEUM will ensure that the Personal Data will be stored and processed with the reasonable level of care and security.

19. DENEUM 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 us to comply with relevant anti-money laundering (AML) regulations and “know your customer” (KYC) regulations.

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

(1) DENEUM banking and brokerage partners;

(2) Companies that DENEUM plan to merge with or be acquired by (should such a combination occur, we will notify You and will require that the newly combined entity follow these terms with respect to Your Personal Data);

(3) 3rd party identification service providers for fraud prevention purposes;

(4) Law enforcement, government officials, or other third parties when DENEUM is compelled to do so by any applicable law, a court order, or similar legal procedure; or DENEUM believes 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 our policies;

(5) DENEUM Personal Data processing counter-parties 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.

21. DENEUM will not provide Your Personal Data to any other Website users or third parties other than described in clause 20 herein without Your consent or direction.

22. DENEUM will not sell or rent Your Personal Data to third parties.

23. We may combine Your Personal Data 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.

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

25. DENEUM 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 DENEUM 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.

26. The 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 DENEUM OU 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.

RETAIN INFORMATION

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

SECURITY

28. DENEUM uses relevant electronic and procedural safeguards to protect the privacy of the information You provide to DENEUM 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 DENEUM is not liable for the security of any data Participants are transmitting over the Internet, or third party content.

CHANGE/UPDATE/DELETE PERSONAL DATA

29. You have the right to demand DENEUM to provide You access to Your Personal Data and to require the correction, updating or deletion of incorrect or/and inaccurate data by contacting DENEUM. Nevertheless, this request must comply with DENEUM legal obligations.