

INKY TOKEN
PRIVACY POLICY

1. GENERAL

This Privacy Policy describes how INKYverse Labs LLS (“**Company**”, “**we**”, “**us**” or “**our**”) handles personal information that we collect through the Company website available at inkytoken.com and inkycoin.com (“**Website**”), activities and features that link to this Privacy Policy, offering the Website with various utilities and other future applications as detailed in the Terms (available at inkytoken.com and inkycoin.com), and if you avail or inquire about our Tokens, Site Services (to the extent applicable), operations, and other activities described in this Privacy Policy (collectively, the “**Services**”, each a “**Service**”). Users, customers, visitors and vendors are collectively referred to as “**you**”, “**your**” or “**User**”.

This Privacy Policy describes the information, which shall mean to include personally identifiable information, that we collect about you (“**Personal Information**”), how we collect it, the purpose of such collection, processing of this Personal Information, how and why we share this Personal Information, the period of retaining this Personal Information with us, and how to review, update or request deletion of your Personal Information. By using or accessing the Website or Services (if applicable), and other activities, you hereby agree to the terms of this Privacy Policy, especially the terms with respect to collection, storage, processing and sharing of your Personal Information. If you disagree with this Privacy Policy please do not use or access our Website or any services. This policy applies where we are acting as a data controller with respect to the Personal Information of such persons; in other words, where we determine the purposes and means of the processing the Personal Information.

This Privacy Policy does not apply to any website(s), mobile sites and mobile apps of third parties, even if their websites/products are linked to our Website or our Services. Users should take note that information and privacy practices of our business partners, advertisers, sponsors or other sites to which the Company provides hyperlink(s), may be materially different from this Privacy Policy. Accordingly, it is recommended that you review the privacy statements and policies of any such third parties with whom they interact.

The Company is committed to protecting and respecting your privacy. This Privacy Policy explains the basis on which Personal Information we collect from you will be processed by us or on our behalf. Where we decide the purpose and means for which Personal Information you supply through this Service is processed, we are the “controller” for the purposes of the General Data Protection Regulation 2016/679 (“**EU GDPR**”), the GDPR as it forms part of the laws of England, Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**” and together with the EU GDPR, the “**GDPR**”) and the UK Data Protection Act 2018 (“**UKDPA**”). The Company will comply with all applicable data protection laws, including the GDPR, UKDPA and the California Consumer Privacy Act 2018 (“**CCPA**”).

Please read this Privacy Policy carefully as it contains important information about the following:

- a. What Personal Information we may collect about you.
- b. How do we use the Personal Information we collect about you.
- c. Whether we disclose your Personal Information to any third-parties.
- d. How do we protect your Personal Information?
- e. Your choices and rights regarding the Personal Information we hold about you.

This Privacy Policy should be read in conjunction with our Terms as may be applicable.

The Website may contain hyperlinks to services owned and operated by third parties. These third-party services may have their own privacy policies and we recommend that you review them. They will govern the use of Personal Information that you submit or which is collected by cookies and other tracking technologies whilst using these services. We do not accept any responsibility or liability for the privacy practices of such third-party services and your use of these is at your own risk. The third-party websites are not under the control of the Company, and we are not responsible for the content of any third-party websites and/or any links contained in the third-party websites. The Company is providing these links to the third-party websites to you only for your convenience and is not responsible for any kind of loss/ damage arising out of it and the access to or any other act on such third-party links shall be entirely at your risk.

If you do not agree with or you are not comfortable with any aspect of this Privacy Policy, you should immediately discontinue access or use of the Website or the Services.

We may make changes to this Privacy Policy in the future, which will be made available here. You should check here from time to time to ensure you are aware of any changes. Where appropriate, we may notify you of changes through the Website.

2. INFORMATION WE MAY COLLECT ABOUT YOU

We may collect and process the following Personal Information from you when you use our Services (for example, our Website, Services) (the “**Services Information**”):

2.1 Information that may be provided by you (“Submitted Information”)

- a. Your Wallet Address;
- b. Technical Information relating to the wallet interface; and
- c. Email address.

2.2 Information that may be provided by you when you contact us for support (“Support Information”)

- a. Your email address; and
- b. Your contact number if required.

2.3 Information that you voluntarily provide access to via connecting your social media accounts

- a. Your Instagram, Facebook, Twitter, Tiktok, Discord, or any other platform that you may choose to link to our Website or any alternate platform/social medial channel;
- b. Your social media account related information that you voluntarily share with us in relation to a Contest or for any other specific purpose.

2.4 Information from Third Parties

We obtain information from third-party sources. For example, we may collect information about you from identity verification services, data analytics providers, and mailing list providers (if applicable).

2.5 Information about your Activities (“Technical and Usage Information”)

We may collect technical and usage information about your use of our Services through tracking technologies and analytics collection in our Services. Personal Information we may collect in this way includes:

- a. IP address;
- b. Geolocation information (i.e. longitude and latitude); Service user ID (a unique ID that we

- generate which identifies Services users);
- c. Device information (such as your device ID, operating system and version, device brand, device family, model and manufacturer);
- d. Mobile network carrier (if applicable);
- e. Country, market and region information;
- f. Language;
- g. Error and crash data (identifying a Service crash event);
- h. Advertising identifier numbers (such as IDFA (iOS devices) and ADID (Android devices)); and
- i. Events related to your Services usage, such as achievement of a milestone and the occurrence of other events during your Services usage (such as virtual currency balance, session durations and your choices and progression for and in different parts of the Services).

2.6 Analytics and profile information (“Analytics and Behavioural Data”)

We may collect, or create by analysis of other Services Information, analytical information in connection with your Services usage including without limitation:

- a. When you first launched/began using the Services;
- b. Whether you discovered our Services organically, or whether you discovered the Services through an advertising campaign;
- c. What your Services usage habits are (for example, whether you use the Services in a particular way or only use a part of the Services and how often you use it); and
- d. We may associate your account with a user segment group which we think have shared characteristics, such as perceived interest in particular parts of our Services.

3. HOW DO WE USE THE PERSONAL INFORMATION COLLECTED

- 3.1** We process your Submitted Information for the purpose of ensuring that the funds held in the wallet do not present a risk of money-laundering. We may conduct verification checks through the transaction history associated with the address, as publicly viewable on the Solana blockchain. We may do this for our legitimate interests of ensuring that your use of our Website or Services is lawful and in compliance with our agreement (being the Terms agreed between us), to prevent disruption to our Website or Services, to enforce our rights, to protect any individual or otherwise to ensure our compliance with our legal obligations.
- 3.2** We may process certain of your Services Information (including your Support Information and certain other Services Information which might be relevant) so that we are able to properly respond to your enquiries and support requests, in accordance with the Terms agreed between us. For the above purposes, we rely upon the legal basis of performance of a contract (being our Terms with you for the Services).
- 3.3** We may use and share this anonymous, aggregated or de-identified information for any lawful business purpose, including to better understand customer needs and behaviors, analyze and improve the Services, promote our business, conduct business intelligence and marketing, perform analytics or enable analytics provided by third parties, and detect security threats.
- 3.4** Enable your use of the Services and features on the Website.
- 3.5** Inform you about new features on the Website.
- 3.6** Develop, enhance, market and deliver the Services to you.
- 3.7** Understand your needs and your eligibility for availing the Services.

- 3.8 Enable you to download information/white papers/documents you have requested.
- 3.9 For analytics and statistical purposes.
- 3.10 To conduct audits and quality assessment procedures.
- 3.11 Conduct surveys and receive feedback from you.
- 3.12 Meet the Company's legal and regulatory requirements, comply with KYC, AML and other applicable laws.
- 3.13 Keep our Website secure and prevent fraud.
- 3.14 If we believe your actions are inconsistent with our Terms and applicable terms or policies.
- 3.15 We may also process your Personal Information where such processing is necessary for compliance with a legal obligation to which we are subject or in order to protect your vital interests or the vital interests of another natural person.

4. COOKIES

A cookie is a text file placed onto your device when you access our Website or Services. We use cookies and other similar or equivalent online tracking devices such as web beacons, standard development kits (for mobile) and flash object storage to deliver, improve and monitor our websites, applications and games, including in the following ways:

- 4.1 **Authentication:** To log you into our Services and keep you logged in via connected wallet or otherwise.
- 4.2 **Services delivery:** To deliver our Services and third-party services which may be embedded into our own Services.
- 4.3 **Preferences:** To remember information about your preferences such as your preferred language and configuration.
- 4.4 **Analytics:** To help us understand how you use our Services, such as how often, so we can improve Services and deliver a better experience and also for us to carry out research and statistical analysis to help us develop new products and services.
- 4.5 **Advertising:** To help us deliver in- Services advertising to you (which may be served by, or facilitated by, third parties). These are also used to help us and our partners measure the effectiveness of advertising and whether it was actually served to you.

The information we obtain from our use of cookies will not usually contain your Personal Information. Although we may obtain information about your device such as your advertiser ID, IP address, your browser and/or other internet log information, this will not usually identify you personally. Please note that if you choose to disable cookies, or similar technologies, on your device you may be unable to make full use of our Services or may not have the same quality of experience. We may work with third parties who may also set cookies and equivalent technologies on our Services, for example: Google Analytics, Google AdWords, YouTube, Facebook, Twitter and LinkedIn, which we use to display video content, enable social networking functionality and sharing, and to monitor how visitors use our Services.

5. DATA SHARING & PROCESSING

We will share your Personal Information with third parties only in the ways that are described in this Privacy Policy.

- 5.1 Group members, personnel, suppliers or subcontractors from time to time:** We keep your Personal Information confidential but may disclose it to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries), our personnel, our advertising and analytics service providers and our other suppliers or subcontractors insofar as it is reasonably necessary for the purposes set out in this Privacy Policy. By using the Website and availing our Services, you accept the terms hereof and hereby consent to the storage and processing of Personal Information by third parties.
- 5.2 Corporate Restructuring:** If we are involved in a merger, acquisition, transfer or sale of all or a portion of our assets, you will be notified via email, account message and/or a prominent notice on our website of any change in ownership or uses of this Personal Information, as well as any choices you may have regarding this Personal Information.
- 5.3 Required by law:** We may disclose your Personal Information to the extent that we are required to do so by law (which may include to government bodies and law enforcement agencies); in connection with any legal proceedings or prospective legal proceedings; and in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention).
- 5.4 Third party suppliers:** we will share your Submitted Information with third-party suppliers, for the purposes of running checks to seek to prevent money- laundering and other illegal activities.
- 5.5 Access and data portability:** You may request that we provide you a copy of Personal Information held by us. This information will be provided without undue delay subject to a potential fee associated with gathering of the information (as permitted by law). In certain circumstances, you may request to receive your Personal Information in a structured, commonly used and machine-readable format, and to have us transmit your Personal Information to another data controller.
- 5.6 Correction of incomplete or inaccurate personal information:** You may request that we correct any of your Personal Information held by us that is incomplete or inaccurate.
- 5.7 Erasure:** You may request to erase your Personal Information, subject to applicable law.
- 5.8 Withdraw consent:** To the extent the processing of your Personal Information is based on your consent, you may withdraw your consent at any time. This withdrawal will not affect the lawfulness of the Company's processing based on consent before your withdrawal.
- 5.9 Restriction of processing:** In some jurisdictions, applicable law may give you the right to restrict or object to us processing or transferring your Personal Information under certain circumstances. We may continue to process your Personal Information if it is necessary for the defense of legal claims, or for any other exceptions permitted by applicable law.
- 5.10 Automated individual decision-making, including profiling:** The Company relies on automated tools to, for example, help determine whether a transaction presents a fraud or legal risk. In some jurisdictions, you have the right not to be subject to a decision based solely on automated processing of your Personal Information, including profiling, which produces legal effects concerning you, or similarly significantly affects you, save for the exceptions applicable under relevant data protection laws.

5.11 Declining to provide information: We may need to collect Personal Information in the future. If you do not provide the Personal Information we designate as required or mandatory, we may not be able to provide our Services.

5.12 Make a complaint to a Supervisory Authority: If you are unhappy with the way we are processing your Personal Information, please let us know by contacting us via the support services.

6. DATA RETENTION

In accordance with data protection laws and good commercial practice, we do not retain Personal Information in a form that permits identification of the person(s) to whom it relates for any longer than is necessary.

We retain general personal data for 3 (three) years from the date of your last interaction with the Company or any of its platforms or Site Services. Any personal data in relation to Contest winners shall be retained for a period of 7 (Seven) years from the date of declaration of results.

7. SECURITY

We will take commercially reasonable, appropriate technical and organisational measures to ensure a level of security appropriate to the risk that could be encountered via the use of our Services, taking into account the likelihood and severity those risks might pose to your rights and freedoms. In particular, we will take precautions to protect against the accidental or unlawful destruction, loss or alteration, and unauthorised disclosure of or access to the Personal Information transmitted, stored or otherwise processed by us. Please be aware that, while we make the security of our Services and your Personal Information a high priority, no security system can prevent all security breaches. Unfortunately, the transmission of information via the internet is not completely secure. We do our best to protect your Personal Information but we cannot always guarantee the complete security of your Personal Information transmitted through our Services; subject to applicable law, the sharing of your Personal Information with us and any transmission of the data is at your own risk.

8. CALIFORNIA RESIDENTS (CCPA)

You have the following privacy rights under the CCPA:

8.1 Request to Know: You have the right to request to know the following information about our practices over the past 12 (Twelve) months: (i) the categories of Personal Information we collected about you; (ii) the categories of sources from which we collected the Personal Information about you; (iii) the categories of third parties with which we share Personal Information, (iv) the categories of Personal Information we sold or disclosed about you and for each category, the categories of third parties to which we sold or disclosed that particular category of Personal Information; (v) our business or commercial purpose for collecting or selling your Personal Information; and (vi) the specific pieces of Personal Information we collected about you.

You may exercise your right to request to know twice a year, free of charge. If we are unable to fulfill your request to know, we will let you know the reason why. Please note, in response to a request to know, we are prohibited from disclosing your Social Security number, driver's license number or other government-issued identification number, financial account number, any health insurance or medical identification number, an account password, security questions or answers, and unique biometric data generated from measurements or technical analysis of human characteristics.

8.2 Request to Delete: You have the right to request that we delete the Personal Information that we have collected from you. We may deny your request under certain circumstances, such as if we

need to retain your Personal Information to comply with our legal obligations or if retaining the information is necessary to complete a transaction for which your Personal Information was collected. If we deny your request to delete, we will let you know the reason why.

8.3 Right to Non-Discrimination: If you choose to exercise any of these rights, we will not discriminate against you in any way. If you exercise certain rights, understand that you may be unable to use or access certain features of our Websites or Services.

If you would like to make a Request to Know or Request to Delete or are an authorized agent of a California consumer who would like to make such a request, contact us at inkytoken@gmail.com.

We will take steps to verify your identity before processing your request to know or request to delete. We will not fulfill your request unless you have provided sufficient information for us to reasonably verify that you are the individual about whom we collected Personal Information. If you have an account with us, we will use our existing account authentication practices to verify your identity. If you do not have an account with us, we will not require you to create an account with us but we may request additional information about you so that we can verify your identity. We will only use the Personal Information you provide to verify your identity and to process your request, unless you initially provided the information for another purpose.

You may use an authorized agent to submit a request to know or a request to delete. When we verify your agent's request, we may verify both your and your agent's identity and request a signed document from you that authorizes your agent to make the request on your behalf. To protect your Personal Information, we reserve the right to deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf. You may also make a verifiable consumer request on behalf of your minor child.

California residents may also request information from us once per calendar year about any Personal Information shared with third parties for the third party's own direct marketing purposes, including the categories of information and the names and addresses of those businesses with which we have shared such information. To request this information, please contact us at inkytoken@gmail.com.

Your inquiry must specify "Shine the Light Request" in the subject line of the email or the first line of the letter, and include your name, street address, city, state and ZIP code.

9. YOUR CHOICES

9.1 Unsubscribe from Email Alerts

Should you receive an email alert from us, you may unsubscribe from receiving additional email communications by following the unsubscribe instructions in the emails we send. Additionally, you may send us a message requesting to unsubscribe by contacting us at inkytoken@gmail.com. Please note that even if you opt-out of receiving email alerts from us, we may continue to send you other email communications.

9.2 Ability to Opt-Out of Tracking Technologies

Regular cookies generally may be disabled or removed using tools available as part of most commercial browsers, and in some instances blocked in the future by selecting certain settings. The choices available, and the mechanism used, will vary from browser to browser. Such browser settings are typically found in the "options," "tools" or "preferences" menu. You may also consult the browser's "help" menu. You can learn more about cookies and how to block cookies on different types of browsers by visiting <http://www.allaboutcookies.org>. Also, tools from commercial browsers may not be effective with regard to Flash cookies (also known as locally shared objects), HTML5 cookies or other tracking technologies.

For information on disabling Flash cookies,

visit <https://helpx.adobe.com/flashplayer/kb/disable-local-shared-objects-flash.html>. Please be aware that if you disable or remove these technologies, some parts of our Websites may not work and when you revisit our Websites, your ability to limit browser-based tracking technologies is subject to your browser settings and limitations.

9.3 Ability to Opt-Out of Analytics

You may exercise choices regarding the use of cookies from Google Analytics by visiting <https://tools.google.com/dlpage/gaoptout>.

9.4 Changes to this Privacy Notice

The Company reserves the right to modify this Privacy Notice at any time. Changes will be effective immediately upon posting of the revised Privacy Notice, as indicated by the “Last Updated” date at the top of this page. We encourage you to periodically review this page for the latest information on our privacy practices.

10. CONTACT INFORMATION

All questions, comments or enquiries should be directed to us at inkytoken@gmail.com. We will endeavour to respond to any query or questions within a reasonable amount of time.

11. MISCELLANEOUS

11.1 Severability

If any provision of this Privacy Policy is invalid, illegal, or unenforceable, the balance of this Privacy Policy shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

11.2 Limitation of Liability

The Company will not be liable for any consequential, incidental, punitive, special, exemplary, or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of the Company. There are no third-party beneficiaries to this Agreement.

11.3 Governing Law and Jurisdiction

Any dispute, claim, controversy, or action arising out of or related to (a) this Privacy Policy or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) the operations and services of the Site, or (c) your access to or use of the Site Services at any time, with us that cannot be resolved through such informal process or through negotiation within 120 days shall be resolved by binding, confidential arbitration administered by a single arbitrator mutually appointed by the Parties, and judgment on the award rendered may be entered in any court having jurisdiction thereof. We agree that any claim we may have against you or your business will also be subject to his arbitration provision. The arbitration will be conducted by a single neutral arbitrator in the English language in San Jose, Costa Rica unless we both agree to conduct the arbitration by telephone, electronic means or written submissions. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms, the Privacy Statement, and this arbitration provision. The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration agreement can be enforced against a non-signatory to this agreement and whether a non-signatory to this agreement can enforce this provision against you or the Company.

The arbitrator shall follow the substantive law of Costa Rica, without regard to its conflicts of laws principles.

You and the Company agree that disputes will only be arbitrated on an individual basis and shall not be consolidated, on a class wide, representative basis, or with any other arbitration(s) or other proceedings that involve any claim or controversy of any other party. You and the Company expressly waive any right to pursue any class or other representative action against each other.

Failure or any delay in enforcing this arbitration provision in connection with any particular claim will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other claims except that all claims must be brought within 1 year after the claim arises (the 1 year period includes the 120 day informal resolution procedures described above).

This provision survives termination of your account or relationship with the Company, bankruptcy, assignment, or transfer. If the class action waiver is deemed unenforceable (i.e., unenforceability would allow arbitration to proceed as a class or representative action), then this entire arbitration provision shall be rendered null and void and shall not apply. If a portion of this arbitration provision (other than the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.

YOU UNDERSTAND THAT YOU AND YOUR BUSINESS WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION IN ACCORDANCE WITH THIS ARBITRATION PROVISION.

You and the Company agree that any Party hereto may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one Person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any one Inky Token user cannot and may not affect any other Inky Token users.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THESE TERMS OR ANY BREACH THEREOF, ANY USE OR ATTEMPTED USE OF THE SITE OR THE SITE SERVICES BY YOU, AND/OR ANY OTHER MATTER INVOLVING THE PARTIES.