

BITCANNA TEST NET PRIVACY TERMS AND CONDITIONS

BitCanna is a trade name of **Contentum B.V.**, a private limited company incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), having its statutory seat in Schijndel, the Netherlands and offices in (5492 HW) Sint-Oedenrode, the Netherlands, at the address of Kerkdijk-Zuid 13b, registered with the Dutch chamber of commerce (*Kamer van Koophandel*) under number 68018924 (“**BitCanna**”).

We at BitCanna take your privacy and the security of your information seriously. We are committed to being responsible custodians of the information you provide to us and the information we use in the course of operating our business. Personal information (*persoonsgegevens*) entails all information about a specific person, this also goes for information that can be used to (indirectly) identify you or that we can link to you. By accepting these terms and conditions, we at BitCanna wish to comply and act in accordance with our obligation to inform the persons from who we use data, as is required under the General Data Protection Regulation (*Algemene Verordening Gegevensverwerking* or the “**GDPR**”).¹

We will only use your personal information as set out in these terms and conditions. By (i) using our website testnet.bitcanna.io (the “**Website**”), and/or (ii) accepting these terms and conditions when filling out your credentials on the application page of the Website, you agree to us using your personal information as stated in these terms and conditions.

THE TYPES OF PERSONAL DATA WE COLLECT

BitCanna may collect the following information for the purpose(s) described below:

- first and last name;
- the name of your company (if applicable);
- email address;
- website URL;
- Discord username;
- Telegram username;
- Keybase username;
- content of (online) communication, including but not limited to the information provided to us by you regarding (i) your experience with test nets and the Cosmos blockchain, (ii) your motivation to enter into this test net trial of BitCanna and (iii) other comments (if applicable);
- IP address;
- details of your browser;
- duration of your visits to our Website; and
- your behaviour during your visits to our Website.

¹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), to be found at the following website: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=OJ:L:2016:119:FULL&from=EN>

USAGE OF YOUR PERSONAL DATA

BitCanna will collect the personal data mentioned in these terms and conditions exclusively for the following purposes:

- to provide our services to you, including but not limited to the execution of agreements you have entered into, to verify your identity, to maintain accurate information about you, and/or to carry out or respond to questions, requests and/or instructions from you;
- to carry out, monitor, analyse and improve our business;
- to troubleshoot, operate and improve our (digital) services and our Website; and
- to send you newsletters, marketing communications, and/or other information that may interest you.

BASIS FOR PROCESSING YOUR PERSONAL DATA

BitCanna will process your abovementioned personal data exclusively on the (legal) basis listed below, as such in accordance with clause 6 of the GDPR:

- given consent to the processing;
- for the performance of a contract;
- for compliance with a legal obligation to which BitCanna may be or is subject(ed); and
- for the purposes of the legitimate interests pursued by BitCanna.

SHARING YOUR PERSONAL DATA WITH THIRD PARTIES

BitCanna only shares your personal data with third parties insofar as necessary for the provision of services with due observance of the aforementioned (legal) basis. Nevertheless, BitCanna may provide your personal data to a third party, such as service providers, as well as a supervisor or any other public authority, to the extent that there is a legal obligation to do so.

If a third party is contracted by BitCanna to process your personal data on behalf of BitCanna, a 'processing agreement' (*verwerkersovereenkomst*) is concluded under which the designated third party is also obliged to comply with the GDPR. Third parties contracted by BitCanna who offer services as a controller (if any), are also responsible for compliance with the GDPR for the (further) processing of your personal data.

STORAGE OF YOUR PERSONAL DATA

The personal data that we collect from you will be transferred to and stored at a secure server administered by BitCanna or a service provider appointed by BitCanna. Your personal data will be processed by staff who work for us and/or by staff who work for one of our suppliers. This includes staff engagement in, among other things, but not limited thereto, the fulfilment of your order and the providing of support services. By submitting your personal data you agree to this transfer, storing and processing. We will take all the necessary steps to ensure that your data is treated securely and in accordance with these privacy terms and conditions.

All the (personal) data you provide to us is stored on secured servers. Where we have given you a password which enables you to access certain parts of our Website, you are responsible for keeping your own password confidential.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to and through our Website. Therefore, any transmission is at your own risk. Once we have received your personal information, we will use strict procedures and security features to try to prevent any unauthorised access.

HOW LONG DO WE KEEP YOUR PERSONAL DATA

We will keep your personal data no longer than is necessary in accordance with the (legal) basis and purposes stated above and/or to meet legal and regulatory requirements.

YOUR RIGHTS

You have the right under the data protection laws to access and review the information we hold about you, subject to certain conditions. If you wish to make an application to access this information, please contact us via the contact details stated at our Website. You also have the right to amend or update the information which we hold about you. To do so, or if you wish us to stop using your personal data, you can also contact us via the contact details stated at our Website. You will receive a written response by us within four (4) weeks of receipt of your request.

Specific circumstances may arise because of which BitCanna cannot (fully) execute your request as mentioned above. Such circumstances may include, amongst other things, compliance with a legal obligation to which BitCanna may be or is subject(ed).

If you are of the opinion that we are not treating your personal information with an adequate level of precision and/or confidentiality, you also have the right to file a complaint with the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*).

THIRD-PARTY WEBSITES AND SOCIAL MEDIA

On the Website 'buttons' and/or hyperlinks are included to promote or share web pages on social (media) networks or third-party websites such as Twitter, Telegram or YouTube. BitCanna does not supervise these networks and websites and is therefore not responsible for the processing of your personal data by and through the parties behind those networks and websites. The use of these media is therefore at your own risk. Before you make use of these third-party services, BitCanna recommends you to read the privacy statements of those third parties.

AMENDMENTS TO THESE TERMS AND CONDITIONS

BitCanna has the right to change the contents of these terms and conditions at any time without any prior notice. Amendments are published on the Website. Therefore, we advise you to consult the Website on a regular basis.

FINAL PROVISIONS

These terms and conditions and any non-contractual obligations arising out of or in connection therewith are solely and exclusively governed by and shall be construed in accordance with the laws of the Netherlands, with the exception of the rules of conflict of laws under Dutch international private law. Any disputes arising out of or in connection with these terms and conditions, including regarding the existence or validity thereof, and any non-contractual obligations arising out of or in connection with these terms and conditions, are subject to the sole and exclusive jurisdiction of the competent court in the district of Oost-Brabant, the Netherlands.
