

Privacy Policy

1. Introduction

1.1. This Privacy Policy (hereinafter - the "Policy") is a document of HALA TECH S.A. being a Republic of Poland company with registration No. 0000620067 with registered office at 44 Domaniewska str./603, Warsaw, 02-672, Poland (hereinafter - the "Company", "us", "our" or "we") which main types of activity are financial services. This Policy describes the ways we collect, store, use, and disclose the information, including personal information, and data that our users ("Users" or "you") provide or we collect in connection with our website available at <https://certus.finance> (hereinafter – the "Platform"). Additionally, this Policy describes your rights and choices concerning your information.

1.2. The purpose of this Policy is to ensure adequate protection of Information about Users, including their personal data, from unauthorized access and disclosure.

1.3. Relations associated with the collection, recording, systematization, accumulation, storage, clarification, extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data, carried out using automation tools and without using such means, as well as with the protection of Information about the Users of the Platform, are governed by this Policy and the Agreement, as well as by the current applicable law.

1.4. The condition for using the Platform is the User's consent to this Policy and Agreement. By registering and / or using the Platform, you consent to the processing of personal data in accordance with this Privacy Policy. With each access and / or actual use of the Platform, the User agrees to the terms of this Policy, as well as to the terms of the Agreement available at <https://certus.finance> (hereinafter in the editions that were valid at the time of the actual use of the Platform). A number of terms used in the Policy have the meanings defined in the Glossary.

1.5. The current version of the Policy is available to any Internet User by clicking on the link at <https://certus.finance>. This Policy can be changed by the Company. Any changes to the Policy are made by the Company independently and come into force on the day following the day of publication of such changes. The user undertakes to independently familiarize himself with the changes made to the Policy. Actual use of the Platform by the User after the amendments are made to the terms of this Policy constitutes the User's consent to the new terms.

1.6. Please note that the scope of this Policy is limited to information and data collected or received by the Company through your use of the Services. We are not responsible for the actions of individuals with no relationship to us or any third-party companies, the content of their sites, the use of information or data you provide to them, or any products or services they may offer. Any link to those sites does not constitute our sponsorship of, or affiliation with, those individuals or companies.

1.7. If you do not want the Company to collect, store, use, or share your information in the ways described in this Policy, you should not use our Services.

2. Terms of use of the Platform

2.1. Providing services for the use of the Platform (hereinafter – “Platform Services”), the Company, acting reasonably and in good faith, believes that the User:

- has all the necessary rights to enable him to register and use the Platform;
- indicates reliable information about himself/herself to the extent necessary to use the Services of the Platform;
- understands that information on the Platform posted by the User about himself may become available to other Users of the Platform and Internet users, may be copied and distributed by such users;
- realizes that some types of information transferred by him to other Users cannot be deleted by the User himself;
- is familiar with this Policy, agrees with it and assumes the rights and obligations specified in it.

2.2. The Company does not verify the accuracy of the information received (collected) about the Users, unless such verification is necessary in order to fulfill the Company's obligations to the User, reflected in the Agreement, in this Policy or enshrined in applicable law.

3. How We Use Your Information

3.1. The Company's primary goals in using your information are to create your account, provide Services to you, troubleshoot, improve and optimize our Services, contact you, conduct research and create reports for internal use. We use information collected through our Service for purposes described in this Policy or disclosed to you in connection with our Service. For example, we may use your information to:

- Create accounts and allow users to use our Services;
- Identify and suggest connections with other our users;
- Operate and improve our Services;
- Understand you and your preferences to enhance your experience and enjoyment using our Services;
- Respond to your comments and questions and provide customer service;
- Provide and deliver products and services you request;
- Deliver advertising and marketing and promotional information to you;
- Send you related information, including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- Communicate with you about promotions, contests, rewards, upcoming events, and other news about products and services offered by the Company and our selected partners;
- Conduct and administer contests promoted by the Company;
- Enable you to communicate with other users; and

- Link or combine it with other information we get from third parties, to help understand your preferences and provide you with better services.

4. Description of User Information

4.1. Information processed by the Company includes:

4.1.1. Credentials, which are understood as:

- User data provided by the User to create an account during the registration process on the Platform, which may include information about himself/herself when registering and / or using the Platform, including your name, age, gender, email address, phone number and language settings;

- Additional information submitted by the User when editing his account in the process of using the Platform;

- Any additional data provided by the User by the Company's request due to its obligations to the User arising from the Agreement.

- The credentials received by the Company in the amount necessary and sufficient for their classification in accordance with the national legislation of the User to personal data are processed by the Company as personal data under the terms of this Policy.

4.2. The Company processes the above data for the purpose of executing the Agreement with the User, in particular to provide access to the Platform, to manage and administer the Platform, to confirm the ownership of an account on the Platform to the applicant who has made a request to restore access to the account, as well as to communicate with the subject of personal data if necessary, including for sending information messages and announcements of events on the Platform.

4.3. Other data necessary for the functioning of the Platform, namely:

4.3.1. data on technical means (devices), technological interaction with the Platform (including the IP address of the host, type of the User's operating system, browser type, geographical location , Internet service provider), browser history (including Content that you viewed on the Platform), information about your mobile operator, time zone, information about your mobile phone, including your device model, screen resolution, operating system and platform, and information about your use of the Platform.

** Location data. When you use the Platform on a mobile device, we may collect information about your location. With your consent, we will also collect Global Positioning System (GPS) data and mobile device location information. This is necessary to comply with the requirements of local applicable law on the provision of information and on the restriction of access to prohibited information automatically obtained when accessing the Platform using bookmarks (cookies), as defined below;*

4.3.2. information created by Users on the Platform outside the account editing section;

4.3.3. information obtained as a result of the User's actions on the Platform, in particular information about the addition of any Content;

4.3.4. information obtained as a result of actions of other Users on the Platform;

4.3.5. generalized analytical information on the use of Internet services;

4.3.6. metadata. When a video is uploaded to the Platform (hereinafter referred to as "User Content"), certain metadata associated with the User Content is automatically uploaded. Basically, metadata describes other data and provides information about your User Content that will not always be visible to other users who view your User Content. Metadata may contain information about how, when and by whom a piece of User Content was created and what format it is. They also include information such as your account name, which allows other Users to determine that the video was created under your account. The metadata will also consist of additional data that you choose to include in the video, such as any hashtags you use to tag keywords for the video or Comments.

4.4. The Company processes the above data for the purposes of executing the Agreement with the User, in particular to provide access to the Platform, to manage and administer the Platform, to improve the operation of the Platform.

4.5. Special categories of personal data concerning health, political beliefs, religious or philosophical views, private life are not subject to processing; if local law provides other categories of personal data classified as special, then in this case the relevant provisions of applicable law shall be applied.

4.7. The Company does not intend to process biometric data (in particular, does not use an image to identify users) and special categories of data and does not process them.

4.8. By posting information about himself, the User understands that it may be available to an indefinite circle of Internet users, taking into account the settings of the desired level.

5. Cookies

5.1. Cookies are small pieces of data that websites request from the browser used on the User's computer or mobile device. Cookies are stored locally on the User's computer or mobile device. Cookies contain information that allows you to determine the User's preferences, information about the equipment used, the date and time of the session, etc.

5.2. The Company collects and processes Cookies in relation to Users visiting the Platform. Cookies are processed by the Company solely for the purpose specified in clause 3 of this Policy, on the conditions and in the manner determined by this Policy.

5.3. We use the following cookies:

5.3.1. Necessary Cookies. These are Cookies that are necessary for the Platform to work. These include, for example, Cookies that allow you to access secure areas of the Platform.

5.3.2. Functional Cookies. These Cookies are used to identify you when you return to the Platform. This allows us to personalize the content of the site for you, greet you by name and remember your preferences (for example, your chosen language or region). These Cookies support the function of logging into the Platform for 90 days.

5.3.3. Target Cookies. These Cookies record your visit to the Platform, the pages you open and the links you clicked on, including your use of other websites or applications. We will use this information to make the Platform and the advertisements posted on it more relevant to you. To

achieve this goal, we may also transfer this information to third parties. Our service providers may also use information about your use of our Platform to serve you targeted advertisements on other websites and other applications.

5.3.4. Analytical Cookies. Analytical Cookies are statistical audience measurement systems that we use in relation to our services to determine which web pages you visit and how you use the Platform.

5.4. Cookies received by the Company can be processed by Yandex.Metrica web analytics services.

6. Disclosing Users Information to Third Parties

6.1. The Company does not share your personal information except as approved by you or as described in this Policy.

6.2. The Company may share information we collect or derive with third parties for the following purposes:

6.2.1. With service providers that perform services on our behalf;

6.2.2. With our affiliates;

6.2.3. For analytics and research purposes;

6.2.4. When we have a good faith belief that we have to disclose the information in response to lawful requests by public authorities, including law enforcement or legal process purposes;

6.2.5. To satisfy any applicable laws or regulations;

6.2.6. When we believe in our sole discretion that our Services are being used in committing a crime, including to report such criminal activity or to share information with other companies and organizations for the purposes of fraud protection, credit risk reduction, and other security precautions;

6.2.7. To protect our or a third party's legal rights, investigate fraud, or to defend against a legal claim;

6.2.8. As part of a business transfer such as a merger, acquisition, or at bankruptcy;

6.2.9. We may share aggregate or anonymous information about you with advertisers, publishers, business partners, sponsors, and other third parties; and

6.2.10. We may use analytics services provided by third parties. These service providers may use cookies to collect information about your online activities across this and other sites over time for non-advertising purposes.

7. Security Safeguards

7.1. The Company takes reasonable measures to protect your information from unauthorized access or against loss, misuse or alteration by third parties. Although we make good faith efforts to store the

information collected on the Services in a secure operating environment that is not available to the public, we cannot guarantee the absolute security of that information during its transmission or its storage on our systems. Further, while we attempt to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party “hackers” from illegally obtaining access to this information. We do not warrant or represent that your information will be protected against, loss, misuse, or alteration by third parties. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security.

8. Data Retention

8.1. The Company retains your personal data for as long as needed to provide you Services, unless we are required by law to delete or if The Company accepts your request to delete the information. We will also retain and use your personal data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

9. Our Policy Regarding Children

9.1. We do not knowingly collect or solicit personal data from anyone under the age of 16 or knowingly allow such persons to use our Services. If you are under 16, please do not send any information about yourself to us, including your name, address, telephone number, or email address. No one under the age of 16 may provide any personal data. In the event that we learn that we have collected personal data from a child under age 16, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under the age of 16, please contact us.

10. Transfer of Personal Data Outside Your Country

10.1. We may transfer information that we collect about you to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. Please note that these countries and jurisdictions may not have the same data protection laws as your own jurisdiction, and we take steps to ensure adequate safeguards are in place to enable transfer of information and the use and disclosure of information about you, including personal data, as described in this Policy.

11. Lawful Basis for Processing

11.1. On certain occasions, we process your personal data when it is necessary for the performance of a contract to which you are a party, such as to provide the Services to you. We may also process your personal data to respond to your inquiries concerning our products and services.

11.2. On other occasions, we process your personal data where required by law. We may also process your personal data if necessary to protect your interests or the interests of a third party.

11.3. Additionally, we process your personal data when necessary to do so for fraud prevention, improving our network and services, and marketing our services to advertisers and publishers; where these interests are not overridden by your data protection rights.

11.4. If the processing of personal data is necessary and there is no other lawful basis for such processing, we will generally ensure that consent has been obtained from you. You have the right to withdraw your consent to processing of personal data at any time.

12. Specific Provisions for California Consumers

12.1. These additional provisions for California consumers apply only to individuals who reside in California. The California Consumer Privacy Act of 2018 (“CCPA”) provides additional rights to know, delete and opt out, and requires “businesses” collecting or disclosing personal information to provide notice and a means to exercise those rights.

12.2. Categories of personal information collected in the preceding 12 months:

12.2.1. See Section 4 above;

12.2.2. See Section 3 above;

12.2.3. See Section 6 above;

12.3. Right to Know and Right to Delete. For any of the personal information described above, you can request to know what personal information we collected, disclosed, used and sold, and request that we delete your personal information at any time.

12.4. To exercise your right to know and right to deletion, please submit a request by:

- Emailing support@certus.finance with the subject line “California Rights Request.” We will need to verify your identity before processing your request. In order to verify your identity, we will generally require the matching of sufficient information you provide us to the information we maintain about you in our systems. In certain circumstances, we may decline a request to exercise the right to know and right to deletion, particularly where we are unable to verify your identity.

Upon verification of your request, we will delete (and direct our service providers to delete) your personal information from our records, unless retaining the information is necessary for us or our service providers to complete the transaction with you, detect security incidents or fraud, fixing errors, exercise free speech or another right provided by law, comply with legal obligations, or other internal and lawful uses.

12.5. Right to Opt Out of Sale. CCPA gives you a right to direct a business that sells your personal information to stop selling your personal information and to refrain from doing so in the future. We do not sell any of your personal information and will require our service providers not to sell your personal information.

12.6. You also have the right not to be discriminated against for exercising any of the rights listed above.

12.7. If you are a California resident seeking to exercise your rights under the CCPA or have any questions or concerns, please email us at support@certus.finance. In certain circumstances, you are permitted to use an authorized agent to submit requests on your behalf where (i) you provide sufficient evidence to show that the requestor is an authorized agent with written permission to act on your behalf and (ii) you successfully verify your own identity with us.

12.8. We aim to respond to a consumer request for access or deletion within 45 days of receiving that request. If we require more time, we will inform you of the reason and extension period in writing.

13. Contact Us

13.1. You may contact us at support@certus.finance.