

EMCD PRIVACY POLICY

Last Updated: August 18, 2025

We at EMCD (referred to here as “**we**”, “**us**” or “**our**”) respect and protect the privacy of those who explore our Services (“Users”) and Users who sign up for and access our Services (“Clients”) (together referred throughout this policy as “you” and “your”).

This Privacy Policy (“Policy”) describes how we collect, use, and share personal information when you explore, sign up for or access our “Services”, which include the services offered on our websites, including emcd.io (each a “Site” and collectively the “Sites”) or when you use the EMCD mobile app and related services.

1. Agreement to Policy

- 1.1 If you agree to the provisions of this Policy, you may accept them by placing a checkmark or its equivalent next to the field "I agree to the terms of the Personal Data Processing Policy and the use of Cookies" during Account registration or when visiting the Site.
- 1.2 If at any time you disagree with any provision of this Policy, you must immediately cease using the Services.

2. Collected Personal Data

- 2.1. To provide access to the Platform, we request information from Users about themselves; such data can be divided into the following categories:

Category	Data
Communication Data	Email address, Telegram account, phone number, other contact information you use to communicate with us.

Category	Data
Registration Data	Email address, SSO (Single Sign-On) via Telegram, SSO via Google
Financial Information	Banking details, Tax identification number, Income/net assets/wealth verification statements, Wallet Information, Transaction Information, Source of funds, Source of Wealth Address of wallet, metadata, transaction ID
Verification Data	For individuals: full name, date of birth, address of residence, email address (if not already provided during registration); other information required by law. For legal entities: full name, location, TIN, email address (if not already provided during registration); other information required by law.
Automatically Collected Data	IP address, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, usage data.
Marketing Data	Email, phone number, name, social media account

- 2.2. We are constantly developing the Services, adding new features and capabilities. In this connection, the table of collected Personal Data indicated above may be changed. To access new features, we may request you to provide additional information about yourself. We will notify you of such changes and request your consent to collect and process additional Personal Data.
- 2.3. Please note that the provision of Personal Data is entirely voluntary. However, refusal to provide data may restrict your access to certain Services and functionalities of the Platform, especially those that require Account verification.

3. Purposes, Procedure and Storage of Collected Personal Data

3.1. We collect your Personal Data as follows:

Category	Purpose	Collection Method	Storage
Communication Data	Providing feedback; communication on administrative matters.	We gain access to such Personal Data when you contact us on any matter prior to account registration, to provide feedback, or for any other purpose (e.g., via email, social media or phone).	Until the moment we provide you with feedback or until you delete your account.
Registration Data	Providing access to the Service's functionality; ensuring network and information security; providing communication.	You provide this Personal Data when you complete and submit the relevant application forms for Account registration and perform the necessary actions for Account registration.	For the entire duration of the Account. In cases where you undergo Account verification and use of Services, this information is stored for 1 year from the date of receipt of such data. This period may be shortened or extended in accordance with applicable legislation.
Financial Information	Providing access to the functionality of Services responsible for storage, transactions and other operations related to your assets.	You provide this Personal Data when you use Services of EMCD; or EMCD can request such information for KYC.	For the entire duration of the Account. In cases where you undergo Account verification and use of Services, this information is stored for 1 year from the date of receipt of such data. This period may be shortened or extended in accordance with applicable legislation.
Verification Data	Providing access to Services; ensuring compliance with legal requirements of the applicable legislation for the provision of Services; ensuring network and information security; providing communication.	You provide this Personal Data to us or authorized representatives when you complete the Account verification process on the Platform or through a personal visit to our office or the office of our representatives, as well as when submitting	For the entire duration of the Account and for 3 years from the date of receipt of such data. This period may be shortened or extended in accordance with applicable legislation.

Category	Purpose	Collection Method	Storage
		applications for the use of virtual asset purchase/sale services and when communicating with our support team and regional representatives.	
Automatically Collected Data	Ensuring the normal functioning of Services; providing opportunities for necessary monitoring of the use of Services; improving the efficiency of the Site; ensuring user convenience and ease of use of the Services.	We collect this data in the process of your interaction with the Platform using cookies, server logs, and other similar technologies.	For the entire duration of the Agreement.
Marketing Data	Sharing info about news, products, and promos.	Automatically using forms on Site or Services.	Until consent is withdrawn.

3.2. We undertake to use your Personal Data EXCLUSIVELY for the purposes stated above. Exceptions are cases where the collection and use of data are required for other purposes compatible with the original purpose, or when it is necessary in accordance with applicable laws, court decisions, or orders from executive authorities.

3.3. If we need to use your Personal Data for other purposes not specified above, we will notify you in advance and provide information about the legal grounds for such use.

3.4. We store your Personal Data only for the period necessary to achieve the purposes of its collection and processing, or within the time limits established by applicable law. Depending on the category of Personal Data, the following applicable storage periods may be identified:

3.5. Please note that we may store your Personal Data for a longer period if this is necessary to fulfill the requirements of applicable laws and regulations. Some Personal Data may be retained even after the closure of your Account for the purposes of fraud prevention, the possibility of prosecuting persons involved in fraudulent activities, and compliance with our legal obligations.

4. Legal Basis for Processing Personal Data

4.1. The legal basis for processing Personal Data includes the following:

- a) Consent. Processing of Personal Data may be carried out with your prior explicit consent, given voluntarily, knowingly, and unequivocally. You have the right to revoke your consent at any time by notifying us, which will lead to the termination of processing of your Personal Data unless otherwise provided by law. Processing of Personal Data that was based solely on consent will be stopped.
- b) Performance of a contract. We process your Personal Data in order to fulfill our obligations under the contract to which you are a party, or in order to take the necessary steps prior to entering into a contract. Such processing may include the identification of the User, providing access to the Services.
- c) Legitimate interests. We may process your Personal Data in order to protect our legitimate interests or the interests of third parties, provided that such interests do not violate your rights, freedoms and legitimate interests. Legitimate interests may include ensuring the security of the Platform, preventing fraud, and improving the quality of Services.
- d) Compliance with the law. We are obliged to process Personal Data when this is necessary to fulfill the obligations established by the legislation and regulations of the British Virgin Islands. This may include fulfilling legislative requirements in the area of providing services related to virtual assets, taxation, accounting, financial control, or consumer protection, as well as the obligation to provide data to government bodies in cases provided for by law.

5. Transfer of Personal Data

5.1. We may disclose your Personal Data to third parties when we believe it is necessary to do so under a contract involving you or us, or when required by applicable laws, regulations, or legal proceedings. If we share your Personal Data with other EMCD group companies, we will make every reasonable effort to ensure they either comply with this Privacy Policy or apply data protection standards that are equally protective.

5.2. We may also share personal data with the following persons or in the following circumstances:

- **Affiliates:** Personal data that we process and collect may be transferred between EMCD companies as a normal part of conducting business and offering our Services to you.
- **Third Parties:** We engage external companies and individuals to carry out certain tasks for us. These third-party service providers are given access only to the personal information necessary to perform their specific duties and are not allowed to use it for any other purpose. They are also required to handle this information in line with our contractual terms and in compliance with applicable data protection laws. Example:
 - a) **IT Service Providers:** We rely on trusted global partners to deliver IT and system administration services that support both our customer- and partner-facing operations, as well as our internal infrastructure and administrative systems.
 - b) **Payment Processing Partners:** We work with global payment providers to ensure secure and efficient transactions across our Services.
 - c) **Cloud Storage Providers:** Your data and ours are securely stored in data centers managed by our trusted cloud storage partners.
 - d) **Fraud Prevention Partners:** We collaborate with fraud detection agencies and partners to protect the EMCD from fraudulent activities.
 - e) **Marketing and Advertising Partners:** These companies help us deliver personalized advertisements, promotions, sweepstakes, contests, and marketing campaigns—whether online, in stores, or through social media. They also support us in identifying potential new customers through "lookalike" audiences and in avoiding sending marketing to individuals unlikely to be interested, a practice known as "suppression."
- **Legal Authorities and Compliance with Legal Obligations:**

We may disclose your information to courts, law enforcement agencies, regulators, legal counsel, or other authorized third parties in the following situations:

 - a) To comply with applicable laws and legal obligations;
 - b) To establish, exercise, or defend legal claims or rights;
 - c) In response to requests from law enforcement or regulatory authorities, including:
 - d) when legally required to do so under a subpoena, court order, search or seizure warrant, or similar legal process;

- e) To meet legal requirements under various “travel rules” that may obligate us to share your information with financial institutions, regulators, or other industry entities;
- f) When we reasonably believe that sharing the information is necessary to protect the rights, property, or safety of our users, EMCD, or the public — such as in cases involving the prevention of physical harm or significant financial loss;
- g) To investigate potential breaches of our Terms of Use or other applicable policies;
- h) To detect, prevent, or address fraud, credit risk, illegal activities, security threats, or technical issues, or to assist authorities in related investigations.

6. International Transfer of Personal Data

- 6.1. To ensure the possibility of providing Services and operating the Platform, we may use the services of foreign data processing service providers where permitted by the law applicable to the processing of your Personal Data. In addition, some jurisdictions establish requirements for storing Personal Data on servers located within the territory of the state of the Personal Data subject.
- 6.2. In the event of the transfer of your Personal Data we ensure compliance with all requirements of applicable law, including: (a) Ensuring an adequate level of data protection in the recipient country; (b) Concluding agreements with data recipients containing provisions on data protection; (c) Obtaining your consent if required by law.
- 6.3. We understand the importance of protecting your Personal Data when it is transferred abroad. If your Personal Data is transferred to other countries, we ensure compliance with data protection legislation, including, but not limited to, Law No. 58 and the GDPR, depending on the jurisdiction.
- 6.4. To ensure the security of your Personal Data during cross-border transfer, we take the following measures:
- a) Securing data protection standards in the contract. We conclude agreements with third parties to whom we transfer your Personal Data, which stipulate requirements when interacting with User Personal Data that are designed to ensure a sufficient level of data protection.
 - b) Analysis of the level of data protection. We assess the level of data protection in the countries to which data may be transferred and take additional measures to protect it if necessary.

- c) Use of encryption technologies. We use security measures, such as encryption, to ensure the confidentiality and security of your data when it is transferred across international channels.

7. Your Rights as Subjects of Personal Data

7.1. If any of the rights listed below are not provided under law for your operating entity or jurisdiction, EMCD has absolute discretion in providing you with these rights:

Right of Access: You have the right to know whether we are processing your personal data and to request a copy of that data, along with relevant details about how it is being used.

Right to Correction: If any of your personal data is inaccurate or incomplete, you can ask us to correct or update it. You can also make changes directly in your account settings at any time.

Right to Erasure ("Right to be Forgotten"): In certain circumstances, you may ask us to delete your personal data.

Right to Object: You have the right to object to the processing of your personal data based on reasons related to your particular situation. This includes the right to object if we rely on our legitimate interests, or if your data is being used for direct marketing.

Right to Restrict Processing: Under specific conditions, you may request that we temporarily limit how we use your personal data. Even during such a restriction, we may still process your data if required for legal claims or as otherwise allowed by law.

Right to Data Portability: In some cases, you can request that we provide you with your personal data in a structured, commonly used, and machine-readable format. Where technically possible, you can also ask us to transfer this data directly to another organization.

Right to Withdraw Consent: If you've given consent for your data to be processed, you can withdraw it at any time. This won't affect the lawfulness of any processing that took place before the withdrawal.

Right to File a Complaint: If you have concerns about how we handle your personal data, you can contact us. If you're not satisfied with our response, you also have the right to lodge a complaint with your local data protection authority—typically in the country where you live, work, or believe a privacy violation has occurred.

8. Data Procedure of Children

- 8.1. EMCD does not allow anyone under the age of 18 to use EMCD Services and we do not knowingly request or collect any information about persons under the age of 18. If you are under the age of 18, please do not provide any personal information to EMCD Services.
- 8.2. If a User or Customer submitting personal information is suspected of being younger than 18 years of age, EMCD will require the relevant Customer or User to close his or her account, and will take steps to delete the individual's information as soon as possible.
- 8.3. In compliance with applicable privacy laws and regulatory requirements, we will retain Date of Birth (DOB) information when an individual who is under the legal age attempts to complete the Know Your Customer (KYC) identity verification process. This retention is necessary to prevent repeated attempts to re-register while an individual is under the legal age and to protect the integrity and security of our services by prohibiting underage access to our platform.

9. Privacy and Data Implications When Interacting with Digital Assets and Public Blockchains

- 9.1. Please be advised that your engagement with digital assets may result in certain data being permanently recorded on public blockchain networks. Public blockchains function as decentralized, distributed ledgers that are designed to immutably record transaction data across a global network of nodes. Due to their transparent and auditable nature, these networks are often subject to forensic scrutiny, which may, especially when blockchain records are correlated with external data sources, result in the indirect identification of transacting individuals and potential exposure of personal or pseudonymous information.
- 9.2. Given the decentralized architecture and the lack of administrative control by EMCD over such blockchain networks, we are technically and legally unable to rectify, erase, or otherwise alter any personal data that becomes part of a blockchain record. Consequently, any data entered onto a public blockchain shall be considered irreversible and permanent.
- 9.3. By utilizing EMCD, you expressly acknowledge and consent to the fact that your verification attestations will be broadcast to, and stored on, a public blockchain. These attestations are immutable and beyond the scope of subsequent modification or deletion. Furthermore, any cryptographic linking between your verified identity and a blockchain wallet may enable third parties

to reasonably infer that the wallet in question is associated with a user who has completed EMCD's identity verification procedures, thereby impacting your privacy profile on-chain.

9.4. Metadata. As part of our blockchain-related services, EMCD acknowledges that metadata generated or processed in connection with blockchain transactions may, under certain circumstances, qualify as personal data. This includes:

- On-chain metadata, such as public keys or identifiers that, while seemingly pseudonymous, may be reasonably linked to a natural person through additional data or technical means.
- Of-chain metadata, including but not limited to IP addresses, device identifiers, usage logs, session data, and geolocation data gathered through user interactions with wallets, dApps, or our interfaces.

Therefore, EMCD applies the following safeguards:

- Data minimization: Only necessary metadata is collected and processed.
- Encryption and hashing: Where technically feasible, we employ encryption and cryptographic commitment techniques to protect identifiable metadata.
- Purpose limitation and transparency: Metadata is collected only for legitimate, explicitly stated purposes and is not further processed in ways incompatible with those purposes.
- Rights of data subjects: Metadata qualifying as personal data is subject to the same rights (e.g., access, rectification, erasure, portability) as other categories of personal data processed by EMCD.

We further commit to reviewing and updating our practices regularly in line with emerging regulatory guidance and technological developments in blockchain privacy.

10. Links to Third-Party Resources

- 10.1. The Site may include hyperlinks or references to third-party websites, services, or platforms that are neither owned, operated, nor controlled by the EMCD. Such third-party resources are governed by their own terms of use, privacy policies, and data processing practices, which may materially differ from those implemented by the Operator. We expressly disclaim any responsibility for the content, accuracy, or compliance of such external resources with applicable data protection laws.
- 10.2. EMCD assumes no liability for the manner in which third parties collect, store, use, or disclose Personal Data or other confidential information. You are strongly encouraged to independently review the privacy notices and data handling practices of any third-party resource prior to engaging with such services or disclosing any Personal Data.

- 10.3. Access to and interaction with third-party resources via the Sites is undertaken solely at your own discretion and risk. We make no warranties or representations as to the availability, functionality, data security, or trustworthiness of such third-party services and shall not be held liable for any direct or indirect losses, damage, or other adverse consequences arising from your use of or reliance on them.

11. Use of Cookies and Similar Tracking Technologies

- 11.1. Cookies are small data files consisting of text and stored on your device (e.g., computer, smartphone, tablet) by the Sites upon accessing or interacting with its content. These files may contain certain identifiers or preference information (such as language settings), enabling the Sites to recognize your browser upon subsequent visits and automatically display content in the appropriate configuration.
- 11.2. EMCD utilizes cookies and analogous tracking technologies (including, but not limited to, web beacons, pixels, and local storage) to enhance the overall performance and usability of the Sites, conduct behavioral analytics, monitor Sites usage patterns, and deliver personalized user experiences, including targeted advertising and content recommendations.
- 11.3. In accordance with applicable data protection laws, the EMCD will obtain your explicit consent, where legally required, before deploying non-essential cookies on your device during the initial access to the Platform.
- 11.4. You retain the right to manage or restrict the use of cookies at any time by adjusting their browser or device settings. Please note that disabling or blocking certain categories of cookies may negatively impact the functionality, accessibility, or performance of certain Sites features.
- 11.5. You may configure their browsers to reject specific cookies, prompt confirmation before a new cookie is stored, or block all cookies altogether. The procedure for adjusting cookie settings may vary depending on the browser or device used. For instructions on managing cookie preferences in mobile devices, please refer to the user manual provided by the device manufacturer.

12. Amendments to the Policy

- 12.1. Our Policy is reviewed regularly in light of new regulations, technologies, and any changes to our

business operations. We hereby reserve the right, at its sole discretion and at any time, to make changes to this Policy by publishing its amended version on the Sites. The new version of the Policy will include the amended date of the last update on its first page.

- 12.2. User and Clients undertake, at their own risk, to constantly check for changes to the Policy and to perform the following actions: (i) remember/note the date of the last update indicated in the Policy (for example, save a copy of the Policy, etc.) upon initial registration of their account and at any time after amendments are made, (ii) regularly visit the relevant page of the Sites and review the document if the update date changes.
- 12.3. If you disagree with any changes to the Policy, you must immediately cease using the Services.

13. How to Contact Us

If you have questions or concerns regarding this Policy, or if you have a complaint, please contact us on support portal (located at Site) or by e-mail: support@emcd.io

Blockchain Technical L.L.C-FZ

Formation number 2418630

Addressed at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E