

PRIVACY POLICY

This Privacy Policy (“**Privacy Policy**”) describes how we collect, use and handle your personal information provided to us as part of your interactions with the website located at <http://Currency.One> (the “**Website**”) operated by Kinesis Money Panama, S.A., a company incorporated under the laws of the Republic of Panama (“**we**”, “**us**” or “**our**”). By accessing or using the Website, you agree for your data to be collected and dealt with as described below. If you do not agree to this, do not use the Website.

1. Definitions and Interpretation

In these Terms the following definitions shall apply:

“**Business Day**” means a day, other than Saturday and Sunday, when banks are open for business in Republic of Panama. Calculations of time periods shall exclude weekends and public holidays.

“**Personal Data**” means information which may be used (including when combined with available metadata) to identify a person.

“**Services**” means the digital services, features, and functionalities made available through the Website by the Company, but excluding any features of C1USD, which are governed by the C1USD Terms.

“**Governing Law**” means the laws of the Cayman Islands, which shall exclusively govern the interpretation, construction, and enforcement of these Terms.

“**Website**” refers to the website operated by the Company located at <http://Currency.One>, including all associated webpages, content, and services provided through this digital platform.

This Privacy Policy shall be interpreted and construed in accordance with the laws of the Cayman Islands, with any disputes, aside from those required to be subject to arbitration as set out in this Privacy Policy, subject to the exclusive jurisdiction of the Cayman Islands courts without regard to conflicts of laws provisions.

2. Acceptance and Modification of Terms

By accessing or using the Website, you acknowledge and agree that this Privacy Policy is effective as of the above date. The Company reserves the right to modify, update, or revise this Privacy Policy at any time without prior notice. Your continued use of the Website following any such changes constitutes your acceptance of the new Privacy Policy.

Users are encouraged to review this Privacy Policy periodically for any updates. If you do not agree with the modified Privacy Policy, your sole remedy is to discontinue using the Website. No additional consent or acknowledgment will be required for modifications to this Privacy Policy.

3. Data Collection and Use

The Company collects and processes Personal Data in accordance with the applicable privacy legislation. We collect various types of data, including but not limited to: contact information, demographic details, usage data, device information, and any information voluntarily provided by Users during Website interactions.

The purposes of data processing include: providing and improving our Website and our Services, personalizing user experience, communicating with Users, conducting analytics, ensuring Website security, and complying with legal obligations. The legal basis for processing Personal Data includes user consent, performance of contractual obligations, legitimate business interests, and compliance with applicable laws.

By using the Website, Users consent to the collection, processing, and storage of their Personal Data as described herein. The Company will only process Personal Data for specified, explicit, and legitimate purposes, and will not further process data in a manner incompatible with those purposes.

Users acknowledge that providing accurate and complete information is essential for effective data processing and Website functionality. The Company reserves the right to verify the accuracy of submitted Personal Data and may suspend or terminate access for Users providing false or misleading information.

4. Data Subject Rights

Users have specific rights regarding their Personal Data. These rights include:

- a) **Right of Access:** Users may request confirmation of whether their Personal Data is being processed and, if so, obtain a copy of such data. The Company shall respond to access requests within 30 calendar days of receipt.
- b) **Right to Correction:** Users may request the rectification of inaccurate or incomplete Personal Data. The Company will verify and update such information promptly upon valid verification.
- c) **Right to Deletion:** Users may request the erasure of their Personal Data under certain circumstances, such as when the data is no longer necessary for its original purpose or when consent is withdrawn.

To exercise these rights, Users must submit a verified access request to the Company's designated data protection contact. The Company reserves the right to verify the identity of the requestor and may refuse requests that are manifestly unfounded, excessive, or non-compliant with applicable data protection regulations. A fee may apply to such requests.

Any denial of a data subject rights request will be communicated in writing, specifying the legal basis for such refusal.

5. Data Security and Retention

The Company is committed to maintaining appropriate technical, organizational, and administrative measures to protect Personal Data against unauthorized access, disclosure, alteration, and destruction. These security measures include encryption, access controls, regular security audits, and compliance with applicable law.

Personal Data will be retained only for the duration necessary to fulfill the purposes for which it was collected, as specified in this Privacy Policy. The Company will retain data for no longer than:

- a) The period required to provide Services to the User; or
- b) The duration mandated by applicable legal or regulatory requirements; or
- c) A maximum of seven (7) years after the termination of the User's account, or the last visitation by a User to the Website, unless a longer retention period is necessary for legal or legitimate business purposes.

In the event of a data breach that may compromise the security of Personal Data, the Company will:

- a) Notify affected Data Subjects within seventy-two (72) hours of discovering the breach;
- b) Provide details of the nature and potential consequences of the breach;
- c) Outline the remedial actions being taken to address the incident; and
- d) Comply with all notification requirements under the Cayman Islands Data Protection Act.

6. International Data Transfers

The Company may transfer Personal Data outside of the Republic of Panama and the Cayman Islands to jurisdictions that may have different data protection standards. When transferring data internationally, the Company will:

- a) Conduct adequacy assessments to ensure that recipient jurisdictions provide sufficient legal protections for Personal Data consistent with the Cayman Islands Data Protection Act;
- b) Implement appropriate safeguards, including standard contractual clauses, binding corporate rules, or other legally recognized data transfer mechanisms to protect the rights and privacy of Data Subjects;
- c) Obtain explicit consent from Data Subjects when required for cross-border data transfers, particularly when transferring data to countries without equivalent data protection regulations;
- d) Ensure that any third-party recipients of transferred data are contractually obligated to maintain the same level of data protection and security as required under these Terms and applicable Cayman Islands law.

Data Subjects may request information about specific international data transfer practices by contacting the Company's data protection officer using the contact information provided on the Website.

7. Cookies and Tracking Technologies

The Website uses various types of cookies and tracking technologies to enhance user experience, analyze website traffic, and personalize content. By accessing the Website, Users consent to the use of cookies in accordance with this policy.

We utilize the following types of cookies: (a) essential cookies necessary for website functionality; (b) analytical cookies to understand website usage and performance; and (c) marketing cookies to deliver personalized advertising and content. Users may modify cookie preferences through browser settings or opt-out mechanisms provided on the Website.

Users can choose to disable cookies through browser settings; however, this may limit their ability to fully utilize all features of the Website. The Company employs industry-standard security measures to protect information collected through cookies and tracking technologies.

By continuing to use the Website, Users acknowledge and agree to our use of cookies and tracking technologies as described herein.

8. Third-Party Services and Links

The Website may contain links to third-party websites, services, or resources that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services or their data collection.

9. DISCLAIMERS OF WARRANTIES

THE COMPANY DOES NOT WARRANT THAT OUR COLLECTION OR STORAGE OF YOUR PERSONAL DATA WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY DEFECTS WILL BE CORRECTED.

USERS ACKNOWLEDGE AND AGREE THAT THEY ACCESS AND USE THE WEBSITE AND SERVICES AT THEIR OWN RISK. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE COLLECTION, USE, OR LOSS OF PERSONAL DATA.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (THE “**COMPANY PARTIES**”) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THE COLLECTION OF PERSONAL DATA.

THE TOTAL AGGREGATE LIABILITY OF THE COMPANY PARTIES FOR ANY CLAIMS ARISING FROM OR RELATED TO THESE TERMS SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID BY THE USER TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100).

NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT THE COMPANY'S LIABILITY FOR (A) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (C) ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

11. Dispute Resolution and Arbitration

Any dispute arising out of or relating to this Privacy Policy, other than an application for urgent interlocutory relief, shall be resolved exclusively through binding arbitration administered by the Cayman Islands Arbitration Centre, in accordance with the CI-MAC rules as modified by these Terms. Arbitration shall be conducted on an individual basis only, and users expressly waive the right to participate in any class action lawsuit or collective proceeding of any kind.

BY AGREEING TO THIS PRIVACY POLICY, USERS ACKNOWLEDGE AND AGREE THAT THEY ARE WAIVING THEIR RIGHT TO A COURT TRIAL AND AGREE TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

12. Force Majeure

The Company shall not be liable for any failure or delay in performing its obligations under this Privacy Policy when such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, government actions, strikes, pandemics, or significant technological disruptions.

In the event of a force majeure event, the Company's obligations shall be suspended for the duration of such event. The Company shall use commercially reasonable efforts to mitigate the effects of the force majeure event and shall provide notice to Users of the event and its anticipated duration as soon as practicable.