

## **AVAGO TOKENS SALE PRIVACY POLICY**

Last updated: 25.05.2018

## **STATUS AND ACCEPTANCE OF PRIVACY POLICY**

1. This Privacy Policy (hereinafter referred to as the “Policy”) sets forth the general rules of Participant’s Personal Data collection, processing, distribution, use and keeping by the AVAGO.

2. Throughout this Policy, AVAGO use the term “Personal Data” to describe information that can be associated with a specific person (the Participant) and can be used to identify that person (including the information about the Participant’s activities, such as information about Your use of the Website, time spent on Website, activities during visit of Website, when directly linked to personally identifiable information, including automatically collected). AVAGO does not consider Personal Data to include information that has been anonymized so that it does not identify a specific Participant.

3. This Policy is inalienable part of AVAGO General Terms & Conditions of (AVA) Tokens Sale. In terms not regulated by this Policy, the AVAGO General Terms & Conditions of AVA Tokens Sale shall apply to the relationships that arise hereunder.

4. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in AVAGO General Terms & Conditions of AVA Tokens Sale.

5. It is understood and presumed that by the fact of the Website use and purchase of AVA Tokens or by providing AVAGO the Personal Data directly on its request, the Participant has fully read, understood and accepted this Policy. If any Participant does not agree with this Policy in general or any part of it, such Participant should withhold from using the Website and/or purchase of AVA Tokens.

## **COLLECTION, PROCESSING AND USE OF PERSONAL DATA**

6. The purpose of personal data collection, storage and processing within the AVAGO project shall only be the identification of the AVAGO Token purchaser – Participant of the AVA Tokens Sale.

7. AVAGO collect Personal Data from running the Website and use Personal Data, provided to AVAGO by You. When the Participant visit the Website or use our products, AVAGO collect the Personal Data sent to AVAGO by Your computer, mobile phone, or other access device. This Personal Data includes:

- (1) Your IP address;
- (2) Device information including, but not limited to, identifier, name, and type, operating system;
- (3) Mobile network information;
- (4) Standard web log information, such as Your browser type, and the pages You accessed on AVAGO Website.

When the Participant use a location-enabled device with AVAGO Website and products, AVAGO may collect geographical location data or use various means to determine the location, such as sensor data from the Participant’s device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, AVAGO will not

release Your personally identifying information of such kind to any third party without Your consent, except as set forth herein.

8. If the Participant want to purchase AVA Tokens, AVAGO collect and store the following types of Personal Data about You:

- (1)Your name;
- (2)Your email;
- (3)Proof of address (utility bill, bank reference letter);
- (4)Proof of identity (passport, id card, driver licence details).

9. In certain cases (when additional verification by bank or compliance authority is needed according to governmental rules, anti-money laundering (AML) or “know-your-customer” (KYC) policies) AVAGO may require You to provide additional information, and namely:

- (1)Date of birth;
- (2)Numbers that You may use or have registered with Your local tax authority;
- (3)Photographs of You;
- (4)Confirmation of proceeds sources;
- (5)Sworn statements.

The abovementioned information and details shall be provided only upon special personal request to the Participant and specified in respective email or message on the Website.

10. AVAGO reserve right to request basic Personal Data, described in clause 9, prior to purchase of AVA Tokens and/or use of any services, available through the Website. AVAGO may refuse the Participant access to the Website in case if AVAGO have grounded doubts as to validity, authenticity and genuineness of the Personal Data, provided by the Participant.

11. If the Participant does not provide AVAGO with the Personal Data as specified in clauses 8, 9. hereof, the Participant may not be able to use the full functionality of the Website and purchase AVA Tokens and/or use the AVAGO Website. At that, AVAGO shall not bear any liability for such possible incomplete use.

12. When the Participant access the Website or use AVAGO products or services AVAGO (or Google Analytics or similar service provider on our behalf) may place small data files called cookies on the Participant’s computer or other device. AVAGO use these technologies to recognize You as our Token Sale Participant, customize AVAGO Website and advertising, measure promotional effectiveness and collect information about Your computer (as described in clause 7. hereof) or other access device to mitigate risk, help prevent fraud, and promote trust and safety. You may control the use of cookies within Your internet browsers’ settings. If you reject or delete certain cookies, be aware that the performance of the related features and functions of our Website and services may be impaired.

13. AVAGO collect from the Participants only the Personal Data that AVAGO need for their proper use of the Website or for purchase of AVA Tokens. In particular, AVAGO use the Participant’s Personal Data to:

- (1) Administer AVAGO Website;
- (2) Personalize AVAGO Website for You;
- (3) Send You technical notices, support and administrative messages;
- (4) Communicate with You about products, services, promotions, events and other news and information AVAGO think will be of interest to You;
- (5) Monitor and analyze trends, usage and activities in connection with AVAGO Website;
- (6) Provide third parties with statistical information about AVAGO Participants (but those third parties will not be able to identify any individual Participant from that information);
- (7) Detect, investigate and prevent fraudulent transactions and other illegal activities and protect the rights and property of the AVAGO and others;
- (8) Link or combine Personal Data AVAGO collect from or about You; and
- (9) Verify compliance with the terms and conditions governing the use of AVAGO Website.

14. The AVAGO is the only data controller and processor, except for the cases when there is an objective AVAGO need to control/process or store Personal Data at AVAGO's counterparties or agents. Should such counterparty or agent be engaged by the AVAGO, AVAGO shall notify You in advance.

15. You may access, review and edit Your Personal Data at any time by communicating AVAGO in writing.

16. AVAGO will not publish any Personal Data related to Your purchase of AVA Tokens without Your prior written consent.

#### **PERSONAL DATA PROTECTION AND SHARING**

17. AVAGO will do any and all efforts and actions prescribed by Applicable Law to store any of Your personal data in secrecy.

18. AVAGO store and process Your Personal Data on AVAGO servers in various jurisdictions, where our facilities and/or AVAGO service providers are located. By submitting Your Personal Data, You agree to this transfer, storing, or processing. AVAGO will take all steps reasonably necessary to ensure that Your Personal Data is treated securely and in accordance with this Policy. AVAGO protect Your Personal Data under internationally acknowledged standards, using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards AVAGO use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. AVAGO also authorize access to Personal Data only for those employees or contractors who require it to fulfill their job or service responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Third parties may be located in other countries where the laws on processing of Personal Data may be less stringent than in Your country. From time to time, the Personal Data may be also stored in other locations, and in such

cases, AVAGO will ensure that the Personal Data will be stored and processed with the reasonable level of care and security.

19. AVAGO is sometimes required to compare the Personal Data You provide to third party databases in order to verify its accuracy and confirm Your identity. This allows AVAGO to comply with relevant anti-money laundering (AML) regulations and “know your customer” (KYC) regulations.

20. AVAGO will not share Your Personal Data with any third parties other than AVAGO respective identity verification partners. AVAGO reserve our right to share Your Personal Data with:

- (1) AVAGO banking and brokerage partners;
- (2) Companies that AVAGO plan to merge with or be acquired by (should such a combination occur, AVAGO will notify You and will require that the newly combined entity follow these terms with respect to Your Personal Data);
- (3) 3rd party identification service providers for fraud prevention purposes;
- (4) Law enforcement, government officials, or other third parties when AVAGO are compelled to do so by a subpoena, court order, or similar legal procedure; or AVAGO believe in good faith that the disclosure of Personal Data is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of any of AVAGO policies;
- (5) AVAGO Personal Data processing counterparties or agents, hired by or cooperating with us, who’s services are required by us from the practical point of view;
- (6) Other third parties only with Your prior consent or direction to do so.

21. AVAGO will not provide Your Personal Data to any other Website users or third parties other than described in clause 20 herein without Your consent or direction.

22. AVAGO will not sell or rent Your Personal Data to third parties.

23. AVAGO may combine Your Personal Data with information AVAGO collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising.

24. AVAGO may use Your name and email address to provide You with information about products or services that may be of interest to You, but AVAGO will not use Your Personal Data without complying with applicable laws and, where appropriate, obtaining your consent.

25. AVAGO Website may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which the Website is advertised). If You follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that AVAGO do not accept any responsibility or liability for these policies or for any Personal Data that may be collected through these websites or services, such as contact and location data. Please check these policies before You submit any personal data to these websites or use these services.

## **RETAIN INFORMATION**

26. In accordance with Applicable Law and as needed to provide services to AVAGO Participants, AVAGO may hold Your Personal Data. This requirement is conditioned by the need of complying with legal obligations and resolving possible disputes. AVAGO may retain Your Personal Data for as long as You possess AVA Tokens and/or use the Website. Moreover, Your Personal Data may be hold beyond the abovementioned period till it is indispensable for AVAGO to have relevant information to respond to any issues that may arise later.

## **SECURITY**

27. AVAGO use relevant electronic and procedural safeguards to protect the privacy of the information the Participant provide to AVAGO from loss, misuse, disclosure, alteration and destruction. Please note that transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not one hundred percent secure. Please note that AVAGO are not liable for the security of any data Participants are transmitting over the Internet, or third party content.

## **CHANGE/UPDATE/DELETE PERSONAL DATA**

28. You have a right to demand AVAGO to provide You access to Your Personal Data and to require the correction, updating or deletion of incorrect or/and inaccurate data by contacting AVAGO. Nevertheless, this request must comply with AVAGO General Terms & Conditions of AVA Tokens Sale and AVAGO legal obligations.

## **AMENDMENTS**

29. AVAGO reserves the right to modify or amend this Policy at its own discretion. The changes can be viewed in the “Last Updated” field above. If such modifications or amendments will occur, AVAGO shall notify You via email. Your continued usage of the Website shall mean Your acceptance of those modifications or amendments.