

## PRIVACY POLICY

### CO2IN Mobile Application

#### 1. GENERAL

- 1.1. This Privacy Policy applies to the processing of the personal data in connection with the use of CO2IN Web and Mobile Application, which aims to help the global environment and to enable to dispose of the virtual tokens according to the Framework Agreement and the General Terms and Conditions (the “**Mobile Application**”), the Services (as defined below) and the Website (as defined below).
- 1.2. By downloading, browsing, accessing or using the Mobile Application and our Services, you confirm that you have read this Privacy Policy and that you agree to be bound by this Privacy Policy.
- 1.3. This Privacy Policy sets out the rights and obligations governing the relationship between us, The CO2IN, as the owner and operator of the Mobile Application and as the provider of the Services and the Website and the administrator of personal data, and you, as the user of the Mobile Application, Services and Website (the “**Client**”).

#### 2. DEFINITIONS

- 2.1. In this Privacy Policy, the following capitalized terms shall have the following meanings, except where the context otherwise requires:  
Terms such as “**The CO2IN**” or the “**Company**” and “**we**”, “**us**” and “**our**” refer to The CO2IN, a.s., company ID no. 09450050, which is governed by the legislation of the Czech Republic and seated at Pobežní 620/3, Prague, 186 00, Czech Republic.  
“**Account**” means an account created by you on the Mobile Application during Registration.  
“**Coin**” or “**Token**” means a virtual instrument “CO2IN” linked to an Allowance.  
“**Framework Agreement**” means a Framework Agreement concluded between you and us in relation to the Services.  
“**Privacy Policy**” means this Privacy Policy available at: <https://co2in.com/>.  
“**Register**” means to create an Account on the Mobile Application and “**Registration**” means the act of creating such an Account.  
“**Tariff**” means the Company’s tariff containing a list of fees charged by the Company to the Client in connection with the provision of the Services.  
“**Services**” means all the services provided by us via the Mobile Application to you.  
“**General Terms and Conditions**” means General Terms and Conditions available at: <https://co2in.com/>.  
“**Verification**” means the process of providing the Company with all required documents by the Client for the identification and / or control of the Client, and on the basis of the submitted documents the successful completion of the full identification and / or control of the Client by the Company.  
“**Website**” means our website available at: <https://co2in.com/>.  
“**Transfer of the Coin**” or “**Transfer of the Token**” means (i) the purchase and sell of the Token by between the Client and the Company, and / or (ii) the exchange of the Token for another Token between Clients, and / or (iii) the exchange of the Token for goods or services of another Client, and / or (iv) providing services and selling goods to another Client in exchange for the Token.  
“**Allowance**” means another asset value corresponding to the right to release into the air the equivalent of a tonne of carbon dioxide within the meaning of the Allowance Trading Act.  
“**Liquidation of the Allowance**” means the decommissioning of the Allowance, whereby the decommissioning of the Allowance may indirectly reduce CO2 emissions into the atmosphere.  
“**Allowance Trading Act**” means Act No. 383/2012 Coll. of the Czech Republic, On the Conditions for Trading in Greenhouse Gas Emission Allowances, as amended.

#### 3. THE MOBILE APPLICATION AND THE SERVICES

- 3.1. The Mobile Application is a platform through which, among other things, (i) the Transfer of the Coin takes place (ii) the Company allows Clients to carry out the Liquidation of the Allowance in exchange for Coins (iii) the Company may provide all electronic communication (distance communication) with Clients. In connection with these activities, as well as with other processes not listed here related to the Mobile Application and the Services provided, the Company processes personal data.
- 3.2. The Mobile Application can only be installed on devices equipped with the iOS and Android operating systems.

#### 4. PERSONAL DATA PROTECTION

- 4.1. You acknowledge that we process the personal data provided by you for the purpose of providing the Services, use of our Website and operation of trial version of the Mobile Application in accordance with the applicable legislation on processing and protection of personal data, in particular, but not exclusively, by Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the “**GDPR**”), and any judicial or administrative interpretation of legislation relating to the processing and protection of personal data, any instructions, codes of conduct or approved mechanisms for issuing certificates issued by competent authorities.
- 4.2. Personal data means all information about an identified or identifiable natural person, in particular you or your contact person; an identifiable natural person is a natural person who can be identified, directly or indirectly, in particular by reference to a particular identifier, such as name, identification number, location information, network identifier or one or more specific physical, physiological, genetic, psychological, economic, cultural or the social identity of this natural person.
- 4.3. You acknowledge and agree that we will process the provided personal data to the extent of (i) name and surname, (ii) date of birth, (iii) telephone number, (iv) e-mail address, (v) facial imprint to the extent permitted by the applicable legislation, and (vi) other identification and address data provided by you in connection with the use of the Mobile Application, the Services and the Website. We process only personal data provided by you.
- 4.4. You acknowledge that we also process personal data that you have not provided to us, but is directly related to the use of the Mobile Application and the Services provided. These include, for example, movements on your Account, individual transactions, as well as transaction history and other data of a similar nature. We collect some personal data by our own activities, such as information about possible sanctions or the existence of a politically exposed person.
- 4.5. Processing of personal data by us is lawful, because at least one of the following conditions is always met during processing:
  - a) you have given us consent to the processing of personal data as referred to in Article 6 (1) (a) GDPR for one or more specific purposes and have not withdrawn the consent as of the moment of processing of personal data;
  - b) the processing of personal data is necessary for the performance of the contract between you and us or the implementation of measures taken prior to the conclusion of the contract at your request pursuant to Article 6 (1) (b) GDPR;
  - c) processing of personal data is necessary to fulfill the legal obligation applicable to us; or
  - d) processing of personal data is necessary for the purposes of our legitimate interests pursuant to Article 6 (1) (f) GDPR.
- 4.6. We process personal data for the following purposes:
  - a) in order to provide services and to fulfill our contractual obligations, we may process personal data provided by you or provided in the future by using its services. This processing of personal data is necessary for the performance of the contract between you and us;
  - b) we may process personal data necessary to assert our possible claims and also in order to protect our rights, such processing of personal data is our legitimate interest;
  - c) in the event that you give us consent to the processing of personal data, the purpose of such processing is stated directly in the consent.
- 4.7. We shall store personal data for the purpose of providing services and meeting contractual obligations pursuant to Article 4.6 a) above for the duration of the contract between you and us.
- 4.8. We shall store personal data in order to protect our rights under Article 4.6 b) above as long as our legitimate interest persists.
- 4.9. We shall store personal data for the purpose stated in the consent pursuant to the Article 4.6 c) above for the period specified in the consent.
- 4.10. Therefore, we keep the personal data only for the time necessary to exercise the rights and obligations arising from the legal relations between the parties to the contract between you and us or until the withdrawal of consent to the provision of personal data. After this period, personal data are deleted by us.
- 4.11. We may transfer personal data to cooperating processors of personal data, in particular, but not exclusively, to those who provide us with financial, technical and other services, but always in accordance with

the above purposes and applicable legislation.

- 4.12. Under the rules laid down in the GDPR, the personal data subject has the right in particular to:
- a) access to their personal data;
  - b) correction of personal data, where appropriate to restrict their processing;
  - c) the deletion of personal data;
  - d) objecting to the processing of personal data;
  - e) the portability of their personal data;
  - f) withdrawal of consent to the processing of personal data,
  - g) filing a complaint with the competent supervisory authority if it considers that its processing has violated its right to the protection of personal data during its processing or related legal regulation. For the territory of the Czech Republic, the supervisory body means the Office for Personal Data Protection ([www.uoou.cz](http://www.uoou.cz)), with its registered office at Pplk. Sochora 27, Prague 7, 170 00, e-mail [posta@uoou.cz](mailto:posta@uoou.cz).
- 4.13. In order to exercise any of these rights, you may contact us via the above contact details. We shall provide you with cooperation with the exercise of your rights.
- 4.14. We declare that we have taken appropriate technical and organizational measures to secure personal data provided by you.

## **5. UNDERAGE USERS**

- 5.1. Our Mobile Application and Services are not intended for and we do not direct them to anyone under the age of 18 (eighteen).
- 5.2. In the event that the information you provide in this regard is not truthful, we shall not be liable as the age is verified based on the information and documents provided by the User.
- 5.3. If you are under the age of 18 (eighteen), you cannot use the Mobile Application or the Service.

## **6. THIRD PARTIES**

- 6.1. Our Mobile Application, Services and Website may also contain third-party links and search results or include third-party integrations. By using those links, you may be providing information including your personal information directly to the third-party, us or both. You acknowledge and agree that we are not responsible for how those third parties collect or use your information.

## **7. MARKETING COMMUNICATION**

- 7.1. Based on our legitimate interest, we may send you marketing communication regarding the Mobile Application and the Services.
- 7.2. You may choose to receive the newsletters, surveys, discounts and other promotional materials from us by e-mail or messages.
- 7.3. We shall provide each such message or e-mail with an unsubscribe link so you can unsubscribe at any time.
- 7.4. If you unsubscribe from receiving such marketing messages or e-mails, we may still deliver you in-app notifications. You can turn-off such in-app notifications at any time depending on the device you are using.

## **8. MISCELLANEOUS**

- 8.1. Shall any dispute arise in connection with these Privacy Policy and our services, it shall be settled pursuant to the Framework Agreement.

This Privacy Policy enters into force and becomes effective as of 9 September 2021.