

SBC Platform TOKEN SALE PRIVACY POLICY

Last updated: 14.04.2018

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 SBC Platform.
2. Throughout this Policy, Seatom GmbH that is a company incorporated in Switzerland at Zug (SBC Platform, the Issuer, the Company, we, us or our) will use the term “Personal Data” to describe information that can be associated with a specific person (the Participant, the Purchaser, the Client) 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, when directly linked to personally identifiable information, including automatically collected). SBC Platform 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 SBC Platform General Terms & Conditions of SBC Platform Token Sale. In terms not regulated by this Policy, the SBC Platform General Terms & Conditions of SBC Platform Token Sale shall apply to the relationships that arise hereunder.
4. The definitions set forth herein and mentioned with capital shall have the meaning as described in SBC Platform General Terms & Conditions of SBC Platform Tokens Sale.
5. It is presumed that by the fact of the Website use and purchase of SBCE Tokens or by providing SBC Platform 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 SBCE Token.

COLLECTION, PROCESSING AND USE OF PERSONAL DATA

6. The purpose of personal data collection, storage and processing within the SBC Platform project shall only be the identification of the SBCE Token purchaser – Participant of the SBC Platform Tokens Sale.
7. SBC Platform collects Personal Data from running the Website and uses Personal Data, provided to SBC Platform by You. When the Participant visits the Website or uses our products, SBC Platform collects the Personal Data sent to SBC Platform by Your computer, mobile phone, or other access device. This Personal Data includes:
 - 1) Your mobile network information;
 - 2) Your IP address;
 - 3) Information about the device that Participant uses to access the Website and/or SBC Platform App. Such information includes, but is not limited to, identifier, name, and type, operating system;
 - 4) Web log information, such as Your browser type, and the pages You accessed on SBC Platform Website.

When the Participant uses a location-enabled device with SBC Platform Website and products, SBC Platform 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, SBC Platform will not release Your personally identifying information of such kind to any third party without Your consent, except as set forth herein.

ANTI-MONEY LAUNDERING POLICY

9. SBC Platform enforces a strict anti-money laundering policy with zero tolerance for money laundering activities. We define money laundering as any activity that is carried out in an attempt to misrepresent the source of funds actually acquired through illegal processes as funds that were acquired through lawful sources/activities.
10. All SBC Platform affiliates are obligated to comply with SBC Platform’s anti-money laundering policy and with all applicable anti-money laundering laws. Failure to comply can result in severe consequences such as criminal penalties and heavy fines.
11. SBC Platform ensures complete compliance with laws pertaining to anti money laundering through its related policy.
12. SBC Platform implements a range of filtration operations for swift and accurate identification of any financial activities that may constitute or are related to money laundering. This helps ensure a money

laundering-free financial operations throughout the SBC Platform Platform.

13. All SBCE Tokens Purchasers acknowledge, undertake and agree to the following terms regarding their use of SBCE Tokens, opening and maintenance of accounts at SBC Platform and for all financial transactions as a SBC Platform client:

- 1) The Purchaser will comply (throughout the time as a SBC Platform client) with all relevant statutes pertaining to money laundering and proceeds from criminal activities.
- 2) SBC Platform operates under certain obligations known as “know-your-client” obligations which grant SBC Platform the right to implement anti-money laundering procedures to help detect and prevent money laundering activities where money laundering may mean to handle any funds associated with any illegal activity regardless of the location of such activity.
- 3) The Purchaser agrees to lend full cooperation to SBC Platform with respect to anti-money laundering efforts. This involves providing information that SBC Platform requests regarding the client’s business details, account usage, financial transactions etc. to help SBC Platform perform its duties as dictated by Applicable laws regardless of jurisdiction.
- 4) SBC Platform reserves the right to delay or stop any funds transfer if there is reason to believe that completing such a transaction may result in the violation of any applicable law or is contrary to acceptable practices.
- 5) SBC Platform reserves the right to suspend or terminate any account or freeze the funds in an account if there is reason to believe that the account is being used for activities that are deemed unlawful or fraudulent.
- 6) SBC Platform has the right to use client information for the investigation and/or prevention of fraudulent or otherwise illegal activities.
- 7) SBC Platform has the right to share client information with:
 - a) Investigative agencies or any authorized officers who are helping SBC Platform comply with applicable law, including anti-money laundering laws and know-your-client obligations;
 - b) Organizations that help SBC Platform provide the services it offer its clients;
 - c) Government, law enforcement agencies and courts;
 - d) Regulatory bodies and financial institutions.

14. Activities that SBC Platform considers possible indications of money laundering include:

- 1) The client showing unusual apprehension or reservations about SBC Platform’s anti-money laundering policies.
- 2) The client’s interest in conducting financial transactions which are contrary to good business sense or are inconsistent with the client’s business policy.
- 3) The client failing to provide legitimate sources for their funds.
- 4) The client providing false information regarding the source of their funds.
- 5) The client having a history of being the subject of news that is indicative of civil or criminal violations.
- 6) The client seems to be acting as a ‘front man’ for an unrevealed personality or business, and does not satisfactorily respond to requests for identifying this personality or business.
- 7) The client not being able to easily describe the nature of his/her industry.
- 8) The client frequently makes large deposits and demands dealing in cash equivalents only.
- 9) The client maintains multiple accounts and conducts an unusually high number of inter-account or 3rd party transactions.
- 10) The client’s previously usually inactive account starts receiving a surge of wire activity.

The above list is by no means an exhaustive list. SBC Platform monitors its client and account activity in light of several other red flags and takes appropriate measures to prevent money laundering.

KNOW YOUR CUSTOMER (KYC)

14. The Purchaser acknowledges that he/she/it has to complete a KYC check for the Purchase of the Tokens which must be in form and substance satisfactory to the Issuer. KYC check can carried out after completing the Purchase of SBCE Tokens by providing necessary information with regard to identification of the Purchaser, beneficial owner and origin of the funds, the scope and type of information depending on the type of Purchaser and the Purchase amount.

15. During the Purchaser’s account registration process an individual purchaser provide the following identification information to the Company: ☐

- 1) Purchaser's full name;
- 2) Purchaser's date and place of birth;
- 3) Country of residence/location of customer; ☐
- 4) Purchaser's address;☐
- 5) Mobile telephone number and e-mail;

17. After receiving the identification information the Company's staff can verify this information requesting the appropriate documents. Appropriate documents for verifying the identity of Purchaser include, but are not limited to, the following:

1) For an individual Purchaser: a high resolution scanned copy or photo of pages of a passport or any other national ID, indicating family name and name(s), date and place of birth, passport number, issue and expiry dates, country of issue and Purchaser's signature, selfie with Purchaser's passport or any other national ID; ☐

16. To verify proof of address of the Purchaser the Company requires one of the following to be provided, in the same correct name of the customer: a high-resolution copy of a utility bill (fixed-line phone, water, electricity) issued within the last 3 months; A copy of a tax or rates bill from a local authority; A copy of a bank statement (for a current account, deposit account or credit card account); A copy of a bank reference.

17. The Purchaser is obliged to collaborate with regard to the KYC/AML check and to provide any information and document deemed necessary by the Company.

18. The Company may reject any Purchaser in its sole discretion after the without being obliged to disclose any reason for the rejection.

19. In case the automatic procedures fail, the Company shall contact the Purchaser by email or other means to obtain the information and documents needed. In case the Purchaser does not provide the documents in the requested form and any other information requested to satisfy the KYC/AML check within 10 (ten) days which are not public holidays in Switzerland of the Company's request, SBC Platform may reject the Purchaser and the costs for the KYC/AML check will be at the cost of the Purchaser. Additionally, the Issuer has the right to partially or fully withhold the received amounts for any costs or damages incurred by the Issuer. All kind of remittance fees either for FIAT Currency or for crypto currencies shall be borne by the Subscriber.

PERSONAL DATA PROTECTION AND SHARING

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

21. SBC Platform stores and process Your Personal Data on SBC Platform servers in various jurisdictions, where our facilities and/or SBC Platform service providers are located. By submitting Your Personal Data, You agree to this transfer, storing, or processing. SBC Platform will take all steps reasonably necessary to ensure that Your Personal Data is treated securely and in accordance with this Policy. SBC Platform protects 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. 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, SBC Platform will ensure that the Personal Data will be stored and processed with the reasonable level of care and security.

22. SBC Platform will not share Your Personal Data with any third parties other than SBC Platform respective identity verification partners. SBC Platform reserves it's right to share Your Personal Data with:

- a. SBC Platform banking and brokerage partners, if necessary;
- b. Companies that SBC Platform plans to merge with or be acquired by (should such a combination occur, SBC Platform will notify You and will require that the newly combined entity follow these terms with respect to Your Personal Data);
- c. Third party identification service providers for fraud prevention purposes;
- d. Law enforcement, government officials, or other third parties when SBC Platform are compelled to do so by a subpoena, court order, or similar legal procedure; or SBC Platform believes 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 SBC Platform policies;
- e. SBC Platform 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;

f. Other third parties only with Your prior consent or direction to do so.

23. SBC Platform will not provide Your Personal Data to any other Website users or third parties other than described in clause 24 herein without Your consent or direction.

24. SBC Platform will not sell or rent Your Personal Data to third parties.

25. SBC Platform may combine Your Personal Data with information SBC Platform collects from other companies and use it to improve and personalize the Website and SBC Platform App, as well as our content and advertising.

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

27. SBC Platform services 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 SBC Platform does 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

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

SECURITY

29. SBC Platform uses relevant electronic and procedural safeguards to protect the privacy of the information the Participant provides to SBC Platform 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 SBC Platform are not liable for the security of any data Participants are transmitting over the Internet, or third party content.

CHANGE/UPDATE/DELETE PERSONAL DATA

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

AMENDMENTS

31. SBC Platform reserves the right to modify or amend this Policy at its own discretion. If such modifications or amendments will occur, SBC Platform shall notify the Participants. Your continued usage of the Website shall mean Your acceptance of those modifications and amendments.