

PRIVACY POLICY

PLEASE READ THIS PRIVACY POLICY CAREFULLY BEFORE USING THIS WEBSITE, OUR PRODUCTS, SERVICES OR PLATFORM.

Your privacy is important to us. This document outlines the privacy policy (“Privacy Policy”) of **Robotina** and sets forth our commitment with respect to handling your information. Privacy Policy has been designed to: (i) assist you with understanding what information we collect about you when you access or use the website located at www.robotinaico.com (“Website”) and/or our services, including any provided content, functionality or products, and why we collect it; and (ii) how we use and share that information.

Please also review our Terms and Conditions published on the Website, which together with this Privacy Policy constitutes an agreement between you and Robotina when you are acquiring ROX tokens, and read them collectively.

By using the Robotina Website and/or Services or interacting with us as described below, you confirm that you are aware of and agree to this Privacy Policy and that you agree with the collection, use and any other processing of your personal information in accordance with this Privacy Policy. **If you do not agree with this Privacy Policy, you are not authorized to access and use our Website, Products, Services or Platform and your sole recourse is to not use them.**

“You”, “your” or “user” refers to a natural or a legal person who visits our Website and/or in any way accesses and uses Robotina services and/or products. “Robotina”, “we”, “us” or “our” refers to ATON Ltd., a company incorporated in the British Virgin Islands, with registered address at Owomar Trading Building, 3rd Floor, No. 6, P.O. Box 875, Road Town, Tortola.

1. WHY DO WE COLLECT AND PROCESS YOUR INFORMATION?

- 1.1.** Robotina processes personal information needed to conduct its services and to enable you to use the Website, Products and Platform for the purpose of performing our Services and operating our Platform, whereas the purpose of the processing depends on the particular type of information, which is collected, as further described in this Privacy Policy.
- 1.2.** Robotina processes certain personal information, such as information which you inserted and submitted in the KYC (“Know Your Customer”) form and other details of your ROX token transactions, to comply with legal requirements and/or to protect its legitimate interests. Such legitimate interests include, but is not limited to, preventing prohibited or illegal activities, such as money laundering and terrorist financing, and thereby preventing substantial losses and damages that both, Robotina and its users, may otherwise sustain as a result, especially considering the specific nature of services that Robotina provides.

2. WHAT INFORMATION DO WE COLLECT

2.1. Information you give us. When you visit our Website and use our services, you may provide us with some information. This is personal information that is collected on an individual basis and you disclose voluntarily on the basis of your consent, unless otherwise provided by law. For example, we shall collect and store and under specified conditions share:

- **Personal information which you inserted in the KYC form**, such as your name, address, email address, mobile phone number, nationality, personal identification number, ID document type, ID document issue and expiration date, copy of your identification documents, ETH wallet address and other similar data which is used for identification (“Know Your Customer”) purposes and which Robotina may be required to collect to comply with legal requirements and/or to protect Robotina legitimate interests. The purpose of processing this information is to verify your identity and to monitor and prevent potentially prohibited or illegal activities. For the same purpose, we may also obtain information about you from third parties such as identity verification services, and may also ask you for additional government-issued identification or other information to validate your identity as required by our policies and procedures.
- **Your contact information provided to us**, such as your name, email address and mobile phone number, which is collected also for contacting you via email or mobile phone about the security notifications as well as to provide you with occasional news and updates about Robotina, its Products and Services, events and promotions. By submitting contact information and confirming your consent to processing it, you agree Robotina would use this information to stay in touch with you.

2.2. Information automatically collected from your use of our Website and/or services. When you use our Website or services available on our Website, we automatically collect information from your devices. We collect the following information:

- **Server Log Information:** when you use our Website, we may collect server log information, which may include (but is not limited to) your login details, the date and time of visits, the pages viewed, your IP address, time spent at our Website and the websites you visit just before and just after our Website;
- **Device Information:** we collect information about the computer or mobile device you use to access our Website, including the hardware model, operating system and version, the web browser you use, and other device identifiers;
- **Telemetry Information:** if you use any of our open source software, we may collect bandwidth upload and download speeds, the amount of free and used storage space on your device and other statistics about your device;
- **Usage Information:** when you use our Website, we will collect metadata about the files you upload for storage and we will record instances in which you have used your private key to authenticate communications.
- **Transaction information:** if you participate in our ROX token sale, we may collect information about the ROX token purchase transaction you complete using the Robotina Services, including the amount of ETH funds and ROX tokens associated with your ROX token purchase;

2.3. Information collected by others. We may use third-party analytics companies (such as Google Analytics) and third-party identity verification services. The information collected by these third parties may be used for purposes disclosed in their privacy policies, and by us to offer our services and comply with legal and regulatory requirements.

2.4. Cookies and other tracking technologies. We may use various technologies to collect information when you interact with our Website, access our Services or Platform, including cookies and web beacons. “Cookie” is a small text file that is placed on your computer by webpage that you visit. It helps the webpage to identify you when you return to a webpage and give us some other information about your browsing activity on the webpage. The cookie will collect information relating to your use of our webpage, information about your device such as the device’s IP address and browser type, demographic data and, if you arrived at our site via a link from third party site, the URL of the linking page. Web beacons are graphic images that are placed on a website or in an email that is used to monitor the behaviour of the user visiting the website or sending the email. Most web browsers are set to accept cookies as a default. You may wish to opt out by turning off cookies (in this case, please refer to the help menu on your browser); however, switching off cookies may restrict your use of our Website.

2.5. All information described herein is collectively referred to as the “Information”.

2.6. Access to information. You have the right to access certain information held about you. Your right of access can be exercised in accordance with the governing law (see section 10 of these Terms). Any access request may be subject to a certain fee to meet our costs in providing you with details of the information we hold about you. If you need to contact us in relation to the accessing, reviewing or editing your information, please email us at: info@robotinaico.com.

3. HOW WE USE INFORMATION

3.1. Unless otherwise provided by law, we may use your information as follows:

- to provide, maintain, deliver or improve our Services and Products;
- to fulfill legal or regulatory requirements and our obligations arising from the relevant user agreements;
- to provide you with customer service, technical support, security alerts, feedbacks or in any other way communicate with you when we think it is necessary;
- to promote safety and security (we use collected information for loss prevention, anti-fraud and/or to prevent unauthorized activity, such as money laundering and terrorist financing, and to enforce this Privacy Policy), to mitigate the risk of fraud and identity theft and to prevent and investigate potentially prohibited or illegal activities;
- to manage your account and process and review your transactions;
- to administer our business activities and for audit purposes;
- to protect the rights and property of Robotina and other parties within the Ecosystem, to resolve disputes and to enforce our agreements;
- to notify you about development and improvements to our Product, Services or Website and new products and services we think you will find useful;
- to monitor and analyze trends, usage and activities in connection with our Services and Products; and
- to carry out any other purpose for which the information was collected.

3.2. We may also create anonymous, aggregated and/or other de-identified data records (“Anonymous Information”) from information that you provide to us by excluding information (such as your name) that makes the information personally identifiable to you. We reserve the right to use Anonymous Information for any purpose in our discretion and to disclose such information to third parties.

3.3. We may also combine the information described above with other information we collect about you. In addition to providing the foregoing information, if you choose to correspond further with us through email or through the “contact” section of our Website, we may retain, use and disclose the content of your messages together with your email address and our responses.

3.4. We may use your contact information provided for promotional communications and marketing messages and to inform you about products, services and/or news that we publish. You may opt out of receiving promotional communications, marketing messages and other information from us at any time by following the instructions in those communications. If you opt out, we may still send you non-promotional communications, such as technical notices, support or administrative notifications or information about your account (if you have one).

4. HOW WE SHARE INFORMATION

4.1. We take your privacy very seriously, and will only share your personal information as needed with the entities within the Ecosystem to provide you with the Products and perform our Services, in the event if we are legally compelled to do so, in the events specified in this Privacy Policy, or if you expressly allow us to do so.

4.2. Unless otherwise provided by law, we reserve our right to disclose your information in the following ways:

- with your consent or at your express instruction;
- to meet any legal, regulatory, or governmental request, including but not limited to events when we are compelled to do so by a subpoena, court order, or similar legal procedure;
- to report suspected illegal activity or to investigate suspected violations of our Privacy Policy or any other terms or agreements;
- to our current or future parent companies, affiliates, subsidiaries, other companies under common control or ownership and partners, especially to the entities within our Ecosystem;
- in connection with a merger, financing, acquisition, dissolution transaction, bankruptcy or proceeding involving sale, transfer, divestiture of all or a portion of our business or assets. If another company acquires our business or assets, that company will have your information collected by us and will assume the rights and obligations regarding your information as allowed by this Privacy Policy;
- to third party service providers for fraud prevention purposes and in general to protect Robotina and its users, or for legal purposes;
- if we think it’s needed to detect, prevent or address illegal activity on our Services, or identify, contact or bring legal action against someone who appears to be causing injury to or interfering with our rights or property or other users;
- if we believe that disclosure is needed to prevent financial loss;
- to protect your safety or the safety of others, including when there is an emergency involving potential harm, loss of security or serious injury to people or threats of such emergencies;
- to our service providers, banking partners and/or financial institutions. We may use third-party service providers to help operate our business. Examples include suppliers that host our data or provide customer service. Use of your personal information by our service providers is limited to the information they need to provide services on our behalf. For more information about how these service providers treat your personal information, or with any other comments, complaints or suggestions, contact us at the email address specified below;
- for audits. We may need to share your information in order to complete third party financial, technical and legal audits of our operations as part of that review.

4.3. We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with relevant regulations. We may combine your information with information we collect from other companies and use it to improve the Website and our Services and Products, as well as our content and advertising.

5. HOW WE STORE YOUR INFORMATION

5.1. We store and process your personal information on our servers in the European Economic Area (EEA) and elsewhere in the world, where our facilities or our service providers are located. The data may be transferred to other places outside the EEA, to countries which do not offer the same level of protection as EEA. By using our Website, Product and Services you expressly agree and acknowledge that your personal data may be stored and/or transfer to countries which may not have laws in place to adequately protect your data and your privacy or offer the same level of protection as the privacy laws of your home countries. Your personal data may also be processed by staff operating outside the EEA who work for us or for one of our service providers. Staff may be engaged in the fulfilment of our Services and/or the processing of your details and the provision of support services. By submitting your personal data, you agree to this transfer, storing, or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

5.2. Retention period. We will only store and process your information in a form which permits identification for as long as it is necessary for fulfilling the purpose for which the particular information was collected.

6. HOW WE PROTECT YOUR INFORMATION

6.1. We are committed to take reasonable steps to protect the personal information we collect when you use our Website and other services. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

6.2. Unfortunately, no computer security system is entirely flawless, and the transmission of information via the internet is not completely secure. As a result, we do not assume any responsibility for the data you submit to or receive from us through the Internet or for any unauthorized access or use of that information and we cannot and do not guarantee that information communicated by you to us or sent to you by us will be received or that it will not be altered before or after its transmission to us.

6.3. You agree to not hold us and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, "Robotina Parties") liable for any loss or damage of any sort incurred as a result of any misappropriation, interception, modification, deletion, destruction or use of information collected or provided through our Website and our Services.

7. PERSONAL INFORMATION COLLECTED WITHIN THE KNOW YOUR CUSTOMER PROCEDURE

7.1. We will process and maintain records of personal information which you inserted in the KYC form, together with other details of the transaction (the amount, date and purpose of your contribution), to verify your identity through KYC in order to allow you to access our Services and/or Products and to monitor and prevent potentially prohibited or illegal activities. In this context, KYC is a reasonable and proportionate measure, which is not in sole interest of us, but of the transaction in whole, and the collected personal information involves only limited and necessary information.

7.2. Unless otherwise provided by law, this personal information will be stored for the period necessary to fulfill the purposes, for which the information is collected as specified in the previous section. After the storage will be no longer necessary for those purposes, we shall ensure this personal information are no longer stored and processed.

7.3. In order to protect this personal information, Robotina shall implement additional physical, technical, and administrative security measures and organize its processing in a manner which ensures appropriate security of the personal information, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage.

8. EXTERNAL HYPERLINKS AND THIRD-PARTY SITES

8.1. This Website may contain links to other third-party websites that may collect personal information about you, including through cookies or other technologies. If you link to another website, you will leave this Website and this Privacy Policy will not apply to your use of and activity on those other websites. These websites have their own privacy policy and we do not accept any responsibility or liability whatsoever for their policies and any information that is submitted to or collected by these third parties.

9. CHANGES TO OUR PRIVACY POLICY

9.1. We reserve the right, at our sole discretion, to modify, alter, update or replace the Privacy Policy at any time. You are responsible for reviewing and becoming familiar with any such modifications. The date of the most recent revision will be stated in the Privacy Policy. If at any time you find this Privacy Policy or its modifications unacceptable or if you do not agree to the collection, use and sharing of your information according to the Privacy Policy, please do not use this Website. Your continued use of our Website constitutes your agreement to be bound by any such changes to this Privacy Policy.

10. GOVERNING LAW

10.1. Any dispute between the parties will be governed by this Privacy Policy in accordance with the laws of British Virgin Islands, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. You agree and warrant that you will not commence against the other a class action, class arbitration or representative action or proceeding.

10.2. All disputes or claims arising out of or in connection with this Privacy Policy, including but not limited to its breach, termination, validity, nullity or any other disputes or claims arising out of or in connection with this Privacy Policy, Website, Products, the Services or any other matter shall be resolved by the competent court in British Virgin Island, unless the Parties agree otherwise.

10.3. Prior to filing any claims, you agree to file such claim, notification of any dispute or request to Robotina within thirty (30) days of when it arises as the attempt of informal resolution of dispute. Notice to Robotina shall be sent to: info@robotinaico.com. If dispute between you and Robotina is not resolved within thirty (30) days, following the receipt of your request, you are entitled to file a claim in accordance with previous section. Claims filled contrary to the provision set out in this paragraph shall be rejected as premature.

10.4. Any dispute arising out of or related to this Privacy Policy is personal to User and Robotina and will not be brought as a class arbitration, class action or any other type of representative proceeding.

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11. MISCELLANEOUS

11.1. Entire Agreement. This Privacy Policy together with the Terms and Conditions govern our relationship with you and represents the concluded agreement for the use of Website and Services. Any remaining contractual matters that may not be governed by this Privacy Policy are governed by the Terms and Conditions, which are available on the Website.

11.2. No Waiver. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future.

11.3. Force Majeure. Robotina shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

11.4. Severability. If any provision of this Privacy Policy is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Privacy Policy shall otherwise remain in full force and effect and enforceable.

11.5. Assignment. We may transfer, assign or delegate this Privacy Policy and its rights and obligations without consent.

11.6. Term and Termination. The term of this Privacy Policy shall commence on the date you start using this Website and shall end on a date you stop using the Website or upon our termination of these Privacy Policy, for any reason.

12. CONTACT INFORMATION

12.1. If you need to contact us in relation to this Privacy Policy, please email us to: info@robotinaico.com, or write us to the following address: ATON Ltd., Owomar Trading Building, 3rd Floor, No. 6, P.O. Box 875, Road Town, Tortola, BVI.