

Mobile application EULA





Mobile application EULA

PLEASE READ THESE LICENCE TERMS CAREFULLY

YOUR USE OF THE SERVICES UNDER THIS LICENCE IS SUBJECT TO THE TERMS OF THIS LICENCE AND ALSO SUBJECT TO THE FEDERAL LAWS, REGULATIONS AND RULES OF THE UNITED STATES. NUGGETS ACCEPTS NO LIABILITY FOR YOUR COMPLIANCE WITH LAWS AND REGULATIONS.

BY EXECUTING A WRITTEN ORDER FOR THE APP AND SERVICE YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENCE ("Licence") WHICH WILL BIND YOU AND YOU ALSO AGREE THAT YOU BOTH UNDERSTAND AND WILL BE ACTING IN COMPLIANCE WITH ANY SUCH LAWS, REGULATIONS AND RULES APPLICABLE IN YOUR PLACE OF RESIDENCE WHILST USING THE SERVICES.

IF YOU DO NOT AGREE, CLICK ON THE "REJECT" BUTTON BELOW.

1. WHO WE ARE AND WHAT THIS LICENCE DOES

1.1 We, Nuggets Ltd, a company incorporated in England and Wales under number 10411419 and having its registered office at 12-18, Hoxton Street, London N1 6NG, license you to use the following in accordance with the terms and conditions set out below:

1.1.1 Nuggets mobile application software, ("App") and any updates or supplements to it;

1.1.2 the related online documentation ("Documentation"); and

1.1.3 the ID and Payment Platform you connect to via the App and the content we provide to you through it ("Service").

2. YOUR PRIVACY

2.1 Because we do not collect and process your personal contact data, we have no means to contact you personally. We use push notifications to keep you up to date via the App. We may send you service notifications and transactional notifications to tell you about the operation of the App and any changes to the terms and conditions of this Licence, the App, the Documentation and the Service.



2.2 Please refer to our App Privacy Policy attached hereto -which sets out the limited ways in which we process personal data you supply or that we collect through your use of the App and the Services.

2.3 As part of the Service provided to you we may from time to time use applications or add-on services provided by third party partners (“our Partners”). We do not share any personal data or details about you with our Partners.

2.4 You can email us at terms@nuggets.life if you wish to contact us.

3. OPERATING SYSTEM REQUIREMENTS

3.1 Currently the App requires a device with the minimum operating system of Android 7.1 (API 16) or iOS 10.0 with biometrics enabled. Please see clause 6.2 in relation to changes in operating system requirements.

4. CONTACT, FAQ & APP SUPPORT

4.1 Please take a look at our FAQ at <https://nuggets.life/faqs.html> if you have any questions about this Licence or if you want to learn more about the App or the Service or our Partners or you have any problems using the App or Service.

5. HOW YOU MAY USE THE APP AND SECURITY

5.1 You must be 18 or over to accept these terms and download the App.

5.2 You must be in a jurisdiction where you are permitted to use the App under applicable laws. You may not download or use the App if you are prohibited from doing so under applicable laws.

5.3 In return for your agreeing to comply with the terms of this Licence you may:

5.3.1 download a copy of the App and view, use and display the App and the Service on any number of devices providing always that this is for your personal use only; you may not share the App and the Service irrespective of any AppMarketplace rules on family sharing; we make this a condition of your licence in order to protect you from possible risks of transactions being made through Nuggets by other members of your family without your knowledge, because you are responsible for all your Nuggets transactions;

5.3.2 use any Documentation to support your permitted use of the App and the Service;

5.3.3 provided you comply with the Licence Restrictions (below), make copies of the App and the Documentation for back-up purposes; and



5.3.4 receive and use any free supplementary software code or update of the App incorporating “patches” and corrections of errors as we may provide to you.

5.4 We are granting you personally a licence to use the App and the Service. You may not otherwise transfer the App or the Service to someone else, whether for money, or anything else or for free. You may not download the App onto any device not owned by you. If you transfer any device on which the App is installed, you must remove the App from it before you transfer the device.

5.5 You must take all reasonable steps to keep your security details safe (including any private keys, PIN’s and mnemonics) and to create your own back up of private keys and mnemonics. You have sole responsibility for the private key and mnemonics required to access.

5.6 You must not leave your device unattended whilst you are logged in to Nuggets.

5.7 Nuggets will never ask you for your security details.

5.8 Nuggets and its Partners do not have access to and cannot ever retrieve your security details including your private keys and mnemonics whether in relation to the App or in relation to third party sites including any third party wallets, payment processors or digital asset exchange company and so you must keep your security details safe and have back ups in relation to these platforms because their loss will result in you losing access to your assets associated with the relevant private key and mnemonic them irretrievably.

6. UPDATES AND CHANGES

6.1 From time to time we may automatically update the App and change the Documentation and the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

6.2 You are responsible for ensuring that your device is capable of operating the App, which we will update from time to time. Whilst we expect that the App will always work with the current version of the operating system (as it may be updated from time to time) and the immediately preceding version and substantially match the description of it provided to you when you downloaded it, we do not expect to maintain and support the App in relation to older versions. We therefore give no warranty in relation to maintaining the service level in relation to the immediately preceding version of the operating system or in any other respect and we may modify the App accordingly.

6.3 There may be times when the App is unavailable for you to use due to maintenance or upgrades or other servicing. We would expect to send a push notification in advance of planned downtime but we may not always be able to do so and because of the nature of push notifications you may not receive the communication before planned downtime.

7. TECHNICAL DATA ABOUT DEVICE(S)

7.1 Currently, in relation to devices, we collect, using our licensed push notification software, the unique universal identifier code from your device which we then use to send all push notifications to all our users.

7.2 We will tell you by push notification if we are going to do anything differently in relation to technical information about the devices on which you use the App and related software, hardware and peripherals to improve the App, our products and to provide our Service to you, in addition to the action in clause 7.1

8. LOCATION DATA

8.1 Currently location services are not part of our technology and we do not collect location data sent from your devices.

8.2 If that changes then we will update this Licence and notify you by push notification.

9. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU ACCESS

9.1 The App or any Service may contain links to third party websites. Such sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such sites, including whether to enter into any transactions to buy any products or services offered by or via them.

10. APPMARKETPLACE TERMS ALSO APPLY

10.1 The ways in which you can use the App and Documentation may also be controlled by the terms and conditions and policies of the application store or application marketplace being the digital distribution platform for computer software in the mobile device context from which you download the App ("AppMarketplace") and it is possible that those terms and conditions and policies will apply instead of these terms where there are differences between the two.

11. LICENCE RESTRICTIONS

11.1 You agree that you will:

11.1.1 not use the App if you are prohibited from doing so under applicable laws or regulations;

11.1.2 not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without our prior written consent;

11.1.3 not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;

11.1.4 not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;

11.1.5 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program ("Permitted Objective"), and provided that the information obtained by you during such activities is used only for the Permitted Objective and:

11.1.5.1 is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;

11.1.5.2 is not used to create any software that is substantially similar in its expression to the App; and

11.1.5.3 is kept secure;

11.1.6 comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

12. ACCEPTABLE USE RESTRICTIONS

12.1 You must:

12.1.1 not use the App or any Service in any unlawful manner, because you are prohibited from doing so under applicable laws, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;

12.1.2 not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service;

12.1.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;

12.1.4 not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

12.1.5 not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are merely licensed and not sold to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with the terms of this Licence.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

14.1 If we fail to comply with the terms of this Licence, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

14.2 The App is for domestic and private use and only in jurisdictions where use of the App is not prohibited by applicable law. If you use the App for any commercial, business or resale purpose we will have no liability to you whether for any loss of profit, loss of business, business interruption, or loss of business opportunity or otherwise.

14.3 We are not responsible for any loss or damage you suffer as a result of failure by you to comply with the terms of clause 5, including your obligations regarding the security of your private keys, PIN's and mnemonics. However, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for fraud and fraudulent misrepresentation and for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.

14.4 If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an



update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

14.5 The App and the Services have not been developed to meet your individual requirements. Please check that the functions of the App and the Services (see your chosen AppMarketplace and the Documentation) meet your requirements.

14.6 If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will notify you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, in accordance with GSAR Clause 552.212-4(f), we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

14.7 Please be aware that internet transmissions may never be completely secure and that any message or information may be hacked or otherwise intercepted by others, even if there is a special notice that a particular transmission is encrypted.

14.8 Nuggets accepts no liability for regulatory compliance in specific jurisdictions. Users and partners are responsible for understanding and complying with applicable regulations. Use of the Verite Smart Contract in conjunction with Nuggets is at the user's sole risk, and Nuggets disclaims any liability arising from regulatory non-compliance.

15. WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS

15.1 When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Nuggets shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. If what you have done can be put right, we will give you a reasonable opportunity to do so.

15.2 If we end your rights to use the App and Services:

15.2.1 you must stop all activities authorised by these terms, including your use of the App and any Services;

15.2.2 you must delete the App from all devices in your possession and immediately destroy all



copies of the App and Documentation which you have and confirm to us that you have done this;
and

15.2.3 we may remotely access your devices and remove the App from them and cease providing you with access to the Services.

16. RESERVED

16.1 Reserved

17. YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

17.1 You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

18. NO RIGHTS FOR THIRD PARTIES

18.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

19. IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

19.1 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

20. EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

20.1 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

21. CHANGES TO THESE TERMS

21.1 We may need to non-materially change these terms to reflect changes in law or best practice or to deal with additional features which we introduce. We will give you notice of any change by sending you details of the non-material change or notifying you of a change when you next start the App by push notification. If you do not wish to accept the notified changes you will not be permitted to continue to use the App and the Service.

22. WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

22.1 This Licence is governed by the Federal law of the United States. If there is any dispute or claim, you or we can bring legal proceedings in respect of the Licence in the English courts.

Nuggets.life App Privacy Policy

Last updated 20 January 2025

"**Nuggets**", "**we**", "**our**" or "**us**" refers to Nuggets Ltd, a company incorporated in England and Wales under number 10411419 and having its registered office at 86-90 Paul Street, London, England, EC2A 4NE. Nuggets is registered with the Information Commissioner's Office as a data controller with registration number ZA262442. Nuggets can also be contacted by email: privacy@nuggets.life

This App Privacy Policy applies to the use of our App, in addition to the terms and conditions set out in our Mobile Application End-User Licence - <https://nuggets.life/mobile-application-end-user-licence> - ("**Licence**"). This App Privacy Policy does not apply to the use of our website where personal data is collected and handled differently, and which is subject to a different privacy policy <https://nuggets.life/privacy-policy> ("**Web Privacy and Cookies Policy**")

Our App works on a zero-knowledge basis. At its core is privacy-by-design. The result of this is that whilst "personal data", as defined in law, may be supplied in the registration process and during the operation of the App as you carry out transactions, neither we nor anyone else can access your personal data because neither we nor anyone else has access to either your private key or your mnemonic. The App uses blockchain and IPFS technology to achieve zero knowledge. All functions of the Nuggets App are performed on a zero-knowledge basis. Legislation requires Nuggets to make certain statements about personal data and data processing, but they are not easily applicable to the security factors of our zero knowledge and privacy-by-design ethos.

Our App is available to users globally. We do not give you permission to use the App if you are prohibited from doing so under applicable laws. Users can access the App via the application store or application marketplace being the digital distribution platform for computer software in the mobile device context from which you download the App (“**AppMarketplace**”), subject also to the terms and conditions applicable to the relevant AppMarketplace. If you are not in a jurisdiction in which we offer our App, you will not be able to use it. We are working to make Nuggets and our App a global service but must comply with each jurisdiction’s laws. Full details are set out in our Licence.

This App Privacy Policy sets out how we will treat any personal data we obtain from you when you download and use our App and it is intended to help you understand how we deal with it and your queries. By providing your albeit limited personal data to us, you understand that we may collect, process and use the personal data you provide in the ways described in this App Privacy Policy.

Please note that we may need to change this App Privacy Policy from time to time. We will send a notification (as detailed below) when any changes are made.

Nuggets is the data controller of all “**personal data**” meaning any information relating to an identified or identifiable natural person, as defined in Article 4 of the General Data Protection Regulation (Regulation EU 2016/679) (“**GDPR**”) (or under equivalent applicable laws) provided to us by “**data subjects**” (an identified or identifiable natural person) through or in connection with the use of our mobile application (“**App**”).

1. Personal Data

1.1 We categorise personal data as follows:

1.1.1 **Identity Data** includes first name, last name, over 18 status (on a true response basis only), digital identity or similar identifier,

Photo ID, biometric data, push notification phone ID and the UUID (Unique Universal Identifier) being the ID associated with your device and generated by your device during the registration process;

1.1.2 **Contact Data** includes the UUID or push notification phone ID;

1.1.3 **Technical Data** includes the device and operating system you use to access our App;

1.1.4 **Profile Data** includes your private keys, PIN's and mnemonics; and

1.1.5 **Usage Data** includes information about how you use our App and services from transactions ordered by you through the App and whether they are successfully concluded or not and Nuggets Tokens allocated to you through the App.

2. Legal bases for the processing of personal data

2.1 The zero-knowledge nature of the Nuggets App means that we do not have access to your personal data except for the UUID and your over 18 status (on a true response basis only). All other personal data that you may supply through your use of the App is encrypted and is on a zero-knowledge basis and we cannot access any of it.

2.2 We have set out below a description of the ways we may use your personal data following our zero knowledge and privacy-by-design principles, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate. Note that we may process your personal data in more than one way depending on the specific purpose for which we need to use your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the list below.

2.3 Nuggets' does not rely on consent as a legal basis for processing your personal data. We will not send you direct marketing communications.

a) To register you as a new user (to validate your Photo ID with your biometrics and then following a positive validation and encryption, your OCR and Photo ID is stored in your, i.e. the user's, nuggets on a zero-knowledge basis and we have no access to that personal data).

- We will use Identity and Contact personal data
- This is to effect the performance of a contract with you

b) To send push notifications of our App updates, and issues relating to Service and downtime (in order to try to provide more information to users beyond posting an error code).

- We will use Identity and Contact personal data
- This is
 - to try to effect the performance of a contract with you;
 - necessary to comply with a legal obligation; and
 - necessary for our legitimate business interests (in order to manage our users' expectations in relation to updates and service availability)

c) To manage our relationship with you which will include sending push notifications when we make changes to our Licence or App Privacy Policy so end users are aware that changes have been made.

- We will use Identity and Contact personal data
- This is
 - to effect the performance of a contract with you; and
 - necessary to comply with a legal obligation (or otherwise desirable for transparency) .

d) To generate within the App, on the user's device, a private key.

- We will use Identity and Contact personal data

- This is
 - to effect the performance of a contract with you; and
 - necessary to comply with a legal obligation.

e) To manage the data storage aspects of the Nuggets solution which will initially be hosted in IPFS channel Nodes in the Nuggets ecosystem. Each node will hold a copy of the data, but that data is encrypted and will only be accessible by the user with their private key. The private key can be derived from the mnemonic which the end user controls.

- We will use all categories of personal data listed in clause 1 above
- This is
 - to effect the performance of a contract with you; and
 - Necessary for our legitimate interests (in order to avoid placing an undue load on the existing network in the initial stages of our business development).

f) We will use digital identity to allow us to allocate Nuggets Tokens to be placed on the users' dashboards within the App.

- We will use Identity and Usage personal data
- This is to effect the performance of a contract with you

g) To administer and protect our business and our App (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data).

- We will use Identity and Contact and Technical personal data
- This is
 - necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise); and
 - necessary to comply with a legal obligation

h) To use data analysis to improve our App, products/services, customer relationships and experiences.

- We will use Technical and Usage personal data
- This is necessary for our legitimate interests (to define types of customers for our products and services, to keep our App updated and relevant, to develop our business and to inform our marketing strategy)

i) For age verification purposes we may share your UUID and your over 18 status (on a true/false response basis only) with the API user.

- We will use only the personal data listed above
- This is necessary to comply with a legal obligation
- This is to effect the performance of a contract with you

j) Where we are required to share personal data to protect against fraud, or with a regulatory authority or by operation of law.

- We will use all categories of personal data listed in clause 1 above
- This is necessary to comply with a legal obligation

k) To obtain professional advice from our third party professional advisers, providing always that they are under an obligation of confidence in relation to that personal data.

- We will use all categories of personal data listed in clause 1 above
- Necessary for our legitimate interests (in order to take professional advice in relation to the operation of our business)

l) To share and/or transfer personal data which is always encrypted so it can only be accessed by the end user, within our business in order to allow for smooth operation of the App and Service and to facilitate business operations within our own company and group of companies, or on a sale or change of control of our business

- We will use all categories of personal data listed in clause 1 above
- Necessary for our legitimate interests (in order for our personnel to operate the business and to allow for the

development of a group corporate structure within our business or to execute a sale or change of control of our business)

3. Information Collection

3.1 As stated above, all your personal data that you may supply through your use of the App is encrypted and is on a zero knowledge basis and except for your over 18 status (on a true/false response basis only) and the personal ID associated with your device and generated by your device during the registration process, we cannot access any of it. Ways in which you may provide us with personal data via our App include, for example,

3.1.1 downloading our App to your device;

3.1.2 registering on our App; and

3.1.3 carrying out transactions via our App.

3.1.4 certain phone number verifications require us to verify your number with your mobile network operator

3.2 It is your choice to provide us with personal data. Where we need to collect personal data under the terms of our contract with you and you choose not to provide the relevant personal data, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us, but we will notify you if this is the case at the time.

3.3 The information we will collect from you is limited to data concerning the use of our App, and other communication data including the resources that you access.

3.4 We also collect, use and share **Aggregated Data**. Aggregated Data may be derived from your personal data but is anonymised so it is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may

aggregate Technical Data to calculate the percentage of users accessing the App with a specific device.

4. Third party use of personal data

4.1 In order to validate your Photo ID with your biometrics, your personal data will be required by a third party service provider, who will (a) perform that check service and return the pass/fail result of that check to Nuggets and a true/false result of your over 18 status and (b) will delete all personal data you agree to provide for that check service. Nuggets will retain the pass/fail result of your ID check and the true/false result of your over 18 status.

4.2 In order to process a transaction through the App certain personal data may be requested by the merchant and Nuggets may supply the pass/fail result of your ID check and the true/false result of your over 18 status. In relation to all other personal data, you will have control over whether this is sent to the relevant merchant in relation to each transaction. The processing of personal data by the merchant is then subject to their privacy policy and terms and conditions and we have no control over that.

4.3 Nuggets does not sell personal data. However, we may share personal data with third parties who are our data processors to the extent necessary to deliver the updates for which a user has subscribed. Personnel employed by these entities generally may have access to a user's personal data for the purpose of providing the updates. However, these entities are contractually prohibited from using such information for any other purpose.

4.4 We do not disclose personal data to unaffiliated third parties, except as described in this privacy policy.

5. Cookies

5.1 The App generates a UUID (Unique Universal Identifier) for each device that uses the App so that we can send push notifications

(using a third party provider) which are required for the operation of the App.

5.2 Cookies will very likely be used in any third party site you use including merchants sites and so you should refer to the privacy and cookie policy of the relevant merchant in each case.

6. Change of purpose

6.1 We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

7. Protection of Information

7.1 Information posted on IPFS is encrypted and is private, requiring your IPFS hash. Transaction records and security verification records are encrypted (and always require your private key/mnemonic for access which we do not have) and stored in a distributed ledger blockchain environment. Personal data (as defined above) is posted to a permissioned IPFS. By design all information and data posted will remain on the blockchain/IPFS for so long as that instance of the blockchain/IPFS exists. You may disassociate yourself from the encrypted information on the blockchain/IPFS at any time by destroying your private keys. Within the App, you may exercise your right to erasure pursuant to Article 17 GDPR in relation to personal data which is stored on permissioned IPFS.

7.2 We have established and maintain internal policies and procedures to protect personal data from unauthorised use or disclosure. For example, our security methods may include device safeguards, secured files and buildings and oversight of our third-party service providers or similar entities. That said, no data transmission or storage system can be guaranteed to be 100% secure and, thus, we do not guarantee that these safeguards will prevent the interception of personal data transmitted via the internet

or that personal data stored in our systems, or that is otherwise in our care, will be safe from unauthorised use or some other form of intrusion by third-parties.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. Third Party Websites

8.1 Our App may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements and we do not make any representations or warranties regarding the content or accuracy of materials on such third party sites. Such sites may have Terms of Use, Privacy Policies, or security practices different from Nuggets and we do not endorse or recommend, and hereby disclaim any liability for, any information or products offered at such sites. When you leave our App, we encourage you to read the privacy notice of every site you visit.

9. Transfers of Personal Data

9.1 Personal data of individuals located in the European Economic Area (“EEA”) or Australia may be transferred to a jurisdiction outside the EEA or Australia because Nuggets technology is based on a decentralized system and distributed ledger and we use service providers with global systems in hosting and in executing identity verification and transactions via the App. No other third parties will receive any personal data. Your personal data will be held by us on the same no knowledge basis wherever it is stored. We reiterate that it cannot be accessed because access requires your private key derived from your mnemonic which only you hold.

9.2 If we transfer any personal data, which you may instruct us to do by operation of the App, we will only transfer data to service providers in countries that have been deemed to provide an

adequate level of protection by the European Commission. If we use service providers, this will be on contractual terms which give personal data the same protection as it has in the EEA or Australia (as applicable). If we use service providers in the USA, we will only use service providers that are part of the Privacy Shield which requires the service providers to give personal data similar protection as it has in the EEA. If you require further information on where your data may be transferred to please get in touch with us.

10. Retention of Personal Data Information

10.1 We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements which we expect to be for no more than for seven years after they cease being users in line with taxation limitation period purposes.

10.2 To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

10.3 We may use Aggregated Data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

11. Individual Rights

11.1 Under certain circumstances, you may have rights under data protection law in relation to your personal data which is held by us as follows especially if you are a UK, EEA, or Australian citizen, such as:

- Request access to your personal data
- Request correction of your personal data
- Request erasure of your personal data

- Object to processing of your personal data
- Request restriction of processing your personal data
- Request transfer of your personal data
- Right to withdraw consent

11.2 These rights are all subject to some limitations as provided for by applicable law. If you wish to exercise any of the rights set out above, or have a complaint about how we handle your personal data, please contact us at privacy@nuggets.life.

11.3 In line with GDPR you will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

11.4 We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

11.5 We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

11.6 Individuals located in the UK and Australia have the right to lodge a complaint about the processing of their personal data with the supervisory authority of the data controller, which is the Information Commission's Office (in the UK) and the Office of the Australian Information Commissioner (in Australia).

Effective as of 23 March 2020

