PRIVACY NOTICE
YouHodler SA

Date of issuance: April 22nd, 2020

The security and protection of your Personal Data is one of the top priorities of YouHodler SA, a company duly incorporated under the laws of Switzerland, bearing registration number CHE.336.197.657, with registered address at Rue du Valentin 1, 1004 Lausanne (hereinafter referred to as “YouHodler”, “Company”, “we”, “Us”, “us” or “We”) which operates the YouHodler Website (hereinafter referred to as the “Website”) which is available on the website link: https://www.youhodler.com and the YouHodler mobile application.

The Company shall collect Personal Data from natural or legal persons who set up a User Account (as defined in Section 1) on the Website (hereinafter referred to as the “Users”).

This Privacy Notice (hereinafter referred to as the “Notice”) aims to protect the privacy and the fundamental rights of the Users when their Personal Data is processed by the Company and when it is collected in order to register on the Website.

This Notice is applicable to all Users and it shall be read in conjunction with the YouHodler’s Cookie Policy which is available on this link https://www.youhodler-swiss.com/cookies.

Capitalized terms defined in the Terms and Conditions available at the following address https://app.youhodler.com/docs/youhodler_terms_of_service.pdf shall also apply to this Notice.

The Company uses privacy by default and privacy by design standards and undertakes to store your Personal Data in a secured manner and to process your Personal Data with all appropriate care and attention in accordance with the European Regulation 2016/679 “General Data Protection Regulation” (hereinafter referred to as the “GDPR”) and the Swiss Federal Act on Data Protection (hereinafter referred to as the “FADP”).

1. DEFINITIONS

AML shall refer to Anti-Money Laundering.

Application (or App) shall refer to the YouHodler mobile application which is available on Android and iOS.

Cryptocurrency shall mean a digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank.

CVM shall refer to Card Holder Verification Method.

Consent shall mean any freely given, specific, informed and unambiguous indication of which the Data Subject, by a statement or by a clear affirmative action, signifies agreement to the processing of Personal Data relating to him.

Cookie(s) means a piece of information that is placed automatically on your electronic device’s hard drive when you access the App(s) and which is listed in the Cookie policy. The Cookie uniquely identifies your browser to the server. Cookies allow YouHodler to store information on the server (for example
language preferences, technical information, click or path information, etc.) to help make the User or Visitor’s experience better for you and to conduct Website analysis and Website performance review.

**Data Controller** shall mean the natural or legal person, which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data and who is in charge of this Processing. For the purpose of this Notice, the data controller is YouHodler SA.

**Data portability** shall mean the right of the Data Subject to receive its Personal Data in a structured, commonly used and machine-readable format and the right to transmit those data to another controller without hindrance from YouHodler.

**Data Subject(s)** shall mean the natural or legal persons whose data is processed, i.e. in the context of this Notice, the Data Subject is the Visitor and the User of the Website and/or the Application.

**Disclosure** shall mean making Personal Data accessible, for example by permitting access, transmission or publication.

**External Wallet(s)** shall mean a Cryptocurrency wallet or wallets to which a User may elect to send Cryptocurrencies or from which a User transfers or receives Cryptocurrencies.

**FCCA** shall mean the Federal Consumer Credit Act of March 23, 2001 (RS 221.214.1)

**Fiat Currency(-ies)** shall mean a centralized issued currency which is not backed by a physical commodity and for the purpose of the Website shall include Euro (EUR), US Dollar (USD), Swiss Francs (CHF) and British Pound (GBP).

**Force Majeure Event** shall mean by an act or event, whether or not foreseen, that: (i) is beyond the reasonable control of, and is not due to the fault or negligence of YouHodler, and (ii) could not have been avoided by YouHodler's exercise of due diligence, including, but not limited to, a labor controversy, strike, lockout, boycott, transportation stoppage, action of a court or public authority, fire, flood, earthquake, storm, war, civil strife, terrorist action, epidemics, pandemics, inability to obtain raw materials, supplies or equipment through its usual and regular sources, or any act beyond YouHodler’s control.

**KYC** shall refer to Know-Your-Customer.

**Loan Agreement** shall have the same meaning as the Terms.

**Loan Package** shall have the same meaning as the Terms.

**Payment data** shall mean data relating to your means of payment, including but not limited to payment which occurs by credit card, bank references, name of the owner of the account, card number, expiration date and other such data as further explained in Section 5d, 5e or 7 of this Notice.

**PCI-DSS** shall refer to Payment Card Industry – Data Secure Standards.

**Personal Data** shall mean any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an
identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person as well as any Sensitive Data. The types of Personal Data collected by YouHodler SA are outlined in Section 5 of this Notice.

**Personal Data breach** shall mean a breach of security leading to the accidental or unlawful destruction, loss or alteration of – or to the unauthorized Disclosure of, or access to – Personal Data transmitted, stored or otherwise processed.

**Platform** shall mean the online platform which is available at https://app.youhodler.com or on the Application and where the Services are offered by the Company in Switzerland.

**Processing** shall mean any operation with Personal Data, irrespective of the means applied and the procedure, and in particular the collection, storage, use, revision, disclosure, archiving or destruction of data.

**Recipient** shall mean a natural or legal person, public authority, agency or another body, to which the Personal Data are disclosed, whether a third party or not.

**Service(s)** shall have the same meaning in accordance with the Terms.

**Sensitive Data** shall mean data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or activities, genetic data or biometric data processed for the purpose of uniquely identifying natural person, data concerning health or data concerning a natural person's sex life or sexual orientation, data on the intimate sphere, social security measures, and data on administrative or criminal proceedings and sanctions.

**Sub-Contractors** shall mean natural or legal persons who are contractually bound with the Company to operate or maintain the Website or offer any form of service offered by the Company within the Website.

**User Account(s)** shall have the same definition as the Terms and Conditions.

**VASP** refers to Virtual Asset Service Provider within the meaning of FATF Recommendation 16;

**Visitor(s)** shall mean any person visiting the Website who does not create a User Account or makes use of the Services available on the Platform.

**Website** shall mean the website which is found at this URL https://www.youhodler.com.

**Website Content** shall mean all features, texts, designs, layouts, wireframes, software, information, documents (including the terms and conditions, privacy notice and Cookie Policy) or content displayed on and/or technical information associated with the Website including but not limited to the Platform.

2. SCOPE

YouHodler provides this Notice to describe its procedures regarding the Processing and Disclosure of Personal Data collected by YouHodler while using the Website. This Notice shall apply to any use of the Website and/or App, whatever the method or medium used. It details the conditions at which,
YouHodler may collect, keep, use, process and save information that relates to you, as well as the choices that you have made in relation to the collection, processing and Disclosure.

3. ACCEPTANCE

By browsing the Website, Visitors and Users acknowledge that YouHodler may collect and Process a certain amount of Personal Data that relates to them and that they have read and understood this Notice and agree to be bound by it and to comply with all applicable laws and regulations.

In particular, the Consent for the Processing of Personal Data in accordance with this Privacy Notice is given once the Users or Visitors tick the box in the pop-up window which states “I agree with the Terms and Conditions and with the Privacy Notice” when using the Website and/or downloading the Application.

The Consent is also given when the Users freely submit the Personal Data required to become a User to the Company. The User understands and agrees that the Company is free to use this Personal Data within the limit provided by law and this Notice.

If you do not agree with the terms of this Notice, please stop browsing the Website/Application as a Visitor, do not become a User and refrain from using or downloading the Website/Application.

4. PRINCIPLE FOR PROCESSING PERSONAL DATA

While Collecting/Processing Personal Data, the Company will respect the following general principles:

a. Fairness and lawfulness

When Collecting/Processing Personal Data, the individual rights of the Data Subjects will be protected by YouHodler. Personal Data will be collected and Processed lawfully, in a fair manner, in good faith and must be proportionate to the objective.

b. Restriction to a specific purpose

Personal Data handled by YouHodler should be adequate and relevant to the purpose for which they are collected and processed. This requires, in particular, ensuring that the types of Personal Data collected are not excessive to the purpose for which they are collected. Subsequent changes to the purpose are only possible to a limited extent and require substantiation.

c. Transparency

The Data Subject must be informed of how his/her Personal Data is being handled by YouHodler. When the Personal Data is collected, the Data Subject must be informed of:

- the existence of the present Notice;
- the identity of the Data Controller;
- the purpose of Personal Data collection and Processing;
- how, where and by whom the Personal Data is being processed;
- third-parties to whom the data might be transmitted.

d. Consent of the Data Subject

Personal Data must be collected directly from the Data Subject concerned and the Consent of the Data Subject must be granted before Processing Personal Data. The Consent must be obtained in writing or electronically for the purposes of documentation. The Consent is valid only if given voluntarily. If, for any reason, the Consent of the Data Subject is not given before Processing
Personal Data, YouHodler should be informed in writing as soon as possible after the beginning of the Processing.

Personal Data can be processed without Consent if it is necessary to enforce a legitimate interest of YouHodler. Legitimate interests are generally a legal (e.g. filing, enforcing or defending against legal claims, any duties which may arise from any licensing obligations) or financial (e.g. valuation of companies as well as for carrying out the Services) nature. The Processing of Personal Data is also permitted if national legislation requests, requires or allows it.

e. **Accuracy**

Personal Data kept on file must be correct and if necessary, it must be kept up to date. Inaccurate or incomplete Personal Data should not be kept on file and deleted.

5. **COLLECTED DATA**

This Notice applies to all information which is received during your visit to or use of the Website, when you fulfill the on-boarding procedure for when you become a User and/or even when you visit the Website. It is important to understand that we may request that you provide this data (hereinafter referred to as "Collected Data") at different stages throughout your interaction with or use of the Website and some data can be collected just by logging into the screens of the Website.

In particular, YouHodler will collect the following Personal Data:

- **Visitors’ / Users’ data**
  - Cookies (provided you accept the Cookie Policy);
  - your geographical location;
  - type of browser that you use;
  - your server name;
  - your IP address through which you access the internet;
  - the date and time you access the Website/Application;
  - the pages you access;
  - the internet address of the web sites, if any, from which you linked directly to the Website/Application;

- **Registration data**

  When you register onto the Platform, if you do not provide your phone number or fulfill the KYC Process in order to become a User who can benefit from the Services rendered on the Platform, YouHodler collects the following data:
  - User ID (time at which it is created);
  - your phone number;
  - your e-mail address;

- **KYC&AML data**

  In order to have the Services available on your User Account, the following Personal Data is collected for KYC purposes:
  - first name and surname;
  - date of Birth;
  - gender;
  - address (full details);
- nationality;
- country of birth;
- country of residence;
- a photographic image of an unexpired ID document which you wish to present;
- valid identity document (for facial comparison, visual authenticity and face comparison, image integrity, validation/comparison/consistency of data which can be matched with the identity document, for police record purposes);
- selfie or video for facial similarity check;
- document extract (ID report);
- document extract (wealth);
- document extract (AML);
- document extract (residency or utility bill).

d. User Suitability data

In order to become a User of the Website, the User may need to answer questions and provide us with certain Personal Data in order for us to understand which Services are best suitable for you. YouHodler may collect:

- basic suitability form based on your occupation, investment and cryptocurrency experience;
- answers to the questions regarding the origin of the funds;
- answers to the questions for advanced suitability;
- answers to the questions which measure the Risk level;
- proof of residency;
- proof of wealth; and
- watchlist Report.

e. Financial Data

YouHodler may collect or process the following data:

- fiat currency account origin;
- fiat currency account address;
- fiat currency account details;
- fiat currency account balance;
- address(es) of your External Wallet(s);
- global balance in your User account at any given time;
- Cryptocurrency balance in your User account at any given time;
- fiat currency balance in your User account at any given time; and
- details of your User account at any given time;
- global balance in your External Wallet(s) (if required).

f. Transaction Data

YouHodler may collect the following data depending on whether you execute a transaction or on whether you use YouHodler’s support services:

- cryptocurrency amounts;
- Loan Package Type;
- request date;
- details related to the Agreement (include content that you view, download or submit);
- billing information;
- User Account audit Logs;
● User Account communication Logs;
● User Account level;
● displayed Currency;
● VASP public address to which the Cryptocurrencies are sent;
● Originator (sender) information and required beneficiary (recipient) information of Transactions;
● your External Wallets address;
● the digital assets located in your External Wallets;
● any details available regarding your External Wallets; and
● the balance available in your External Wallets.

g. Credit Data

YouHodler may collect the following data before granting a credit through the Platform:

● your name and surname;
● your address;
● your date of birth;
● all the relevant information and documents about the seizable part of your income pursuant article 93 § 1 of Federal Law on Debt Enforcement and Bankruptcy (RS 281.1), which means:
  o all income of any kind;
  o all labour income;
  o all usufruct and their products;
  o all life annuities;
  o all maintenance contributions; and
  o all pensions and benefits of all kinds intended to cover a loss of earnings or a claim arising from the right of maintenance, in particular pensions and capital allowances.
● a certificate of salary;
● if you are working as an independent, all the relevant information and documents proving your income;
● all the relevant information and documents about your wealth situation;
● the rent you pay for your accommodation;
● an extract of your rental lease agreement;
● the amount of all the taxes you pay to the tax authorities;
● an extract from your tax declaration;
● the amount of all the credits you have already obtained;
● an extract of the documents related to these credits;
● an extract from the debt collection register (extrait du register des poursuites); and
● a certificate of salary; and
● all the relevant information and documents about your expenses.

6. USE OF DATA

The following paragraphs describe the various purposes for which we collect and use your Personal Data, and the different types of Personal Data that are collected for each purpose. Please note that not all of the uses below will be relevant to every Visitor or User.

Generally, we use your Personal Data, in accordance with applicable laws, to provide you with the Services, to enter into contract with you, to run our business and our activities, to communicate with you and for other general business purposes, such as conducting internal marketing and demographic studies and measuring the effectiveness of advertising campaigns.
We also use your Personal Data for security purposes and to insure a peaceful use of the Website/Application by all the Visitors and Users.

Considering the scope of our activities, we also have to collect some of your Personal Data to fulfill with legal requirement and to be compliant with all the suitable laws and regulations.

a. **Consent**

The following uses of Personal Data are based on your Consent:

- User ID (time at which it is created);
- your phone number;
- your e-mail address;
- Cookies (in accordance with Cookie Policy);
- your geographical location;
- the date and time you access the Website/Application;
- the pages you access;
- the internet address of the web sites, if any, from which you linked directly to the Website/Application;

With your Consent, YouHodler will make use of your Personal data to provide you with a better service, and in particular may also use it to:

- provide you with information about new Services available;
- blog posts;
- provide you with promotions, special offers and other information when you opted in;
- personalize the promotional offers, in particular based upon your activity and your transaction history;

We use any of the above mentioned Personal Data for customer service purposes, including responding to your enquiries. This typically requires the use of certain personal contact information and information regarding the reason for your inquiry (e.g. technical issue, question/complaint, general question, etc.).

We use information about your usage of our Services and your contact information to provide you with our Newsletter and/or our marketing communications.

By ticking the box *I subscribe to the Newsletter* and/or by ticking the box *I wish to receive Marketing communication* in the pop-up window appearing at you first connection on the Website/Application, you expressly Consent that we use your Consent data to send you our Newsletter and/or our Marketing communication.

**Even if you have opted in, you can opt-out of our marketing communications and Newsletter at any time.**

You may revoke your Consent at any time for any use of your Personal Data by YouHodler. Please note that the withdrawal of your Consent will not affect the lawfulness of the Processing of your Personal Data based on your Consent before its withdrawal. YouHodler cannot guarantee that your use of the Website/Application will be the same as before your revocation of Consent.

b. **Legitimate interest**

By browsing the Website/Application as a Visitor and by using the Website/Application as a User you understand and expressly Consent that YouHolder has the legitimate interest to process the
following Personal Data for security reason, in particular to insure a legal and peaceful utilization of the Website/Application in the full respect of the laws and suitable regulations:

- your geographical location;
- the type of browser that you use;
- your server name;
- your IP address through which you access the internet;
- the date and time you access the Website/Application;
- the pages you access;
- the internet address of the web sites, if any, from which you linked directly to the Website/Application.

These Personal Data are collected and used to prevent potentially prohibited or illegal activities.

These Personal Data are used in order to know who interacted with the Website/Application and to ensure that there is no cyber-security threat and in order to have an initial verification of the potential User of the Website/Application. If a cyber-security threat occurs at a particular moment, it would be possible to identify the whereabouts of the threat.

In particular, we use your geographical location information in order to ensure that the Services will not be used in a country/area where it is expressly prohibited for the Website/Application to be used in order to ensure that no legal action is taken against YouHodler.

These Personal Data are also used to enforce the Terms and Conditions available at the following address: info@youhodler.com. We have a legitimate interest that you entirely respect the Terms and Conditions.

c. **Contract**

By contracting with YouHodler, you understand and expressly Consent that we process and use the following Personal Data for the sake of executing the Agreement:

- **User Suitability data, which means the following data:**
  - basic suitability form based on your occupation, investment and cryptocurrency experience;
  - answers to the questions regarding the origin of the funds;
  - answers to the questions for advanced suitability;
  - answers to the questions which measure the Risk level;
  - proof of Residency;
  - proof of Wealth; and
  - watchlist Report.

- **Transaction Data which means the following data:**
  - cryptocurrency amounts;
  - loan Package Type;
  - request date;
  - details related to the Agreement (include content that you view, download or submit);
  - billing information;
  - User Account Audit Logs;
  - User Account Communication Logs;
  - User Account Level;
  - displayed Currency;
  - your External Wallets address;
  - the digital assets located in your External Wallets;
any details available regarding your External Wallets; and
the balance available in your External Wallets.

The above-mentioned Personal Data are absolutely essential to build the contractual relationship between you and YouHodler. By communicating with us these Personal Data, you understand and Consent that without them we are in the impossibility to provide you with the Services.

You understand and agree that, in order to execute the Agreement, we will also use your Personal Data for:

- communicating with you;
- answering to your questions and comments; and
- conducting research and compile statistics on usage patterns.

You also understand that these Personal Data allow us to provide personalized support to Users and to propose you tailored investment strategy product.

Your intention to contract with us confirm that you agree that we process and use these Personal Data for the execution of the Agreement.

d. Law

The following uses of Personal Data are based on the suitable laws and regulations:

- **KYC&AML data, which means the following data:**
  - first Name and Surname;
  - date of Birth;
  - gender;
  - address (Full details);
  - nationality;
  - country of Birth;
  - a photographic image of an unexpired ID document which you wish to present;
  - valid Identity document (for facial comparison, visual authenticity and face comparison, image integrity, validation/comparison/consistency of data which can be matched with the Identity document, for police record purposes);
  - selfie or video for facial similarity check;
  - document extract (ID report);
  - document extract (Wealth);
  - document extract (AML);
  - document extract (Residency or utility bill).

- **Financial Data, which means the following data:**
  - fiat currency account origin;
  - fiat currency account address;
  - fiat currency account details;
  - fiat currency account balance;
  - the address of the External Wallet;
  - the global balance in your User account at any given time;
  - Cryptocurrency balance in your User account at any given time;
  - the Fiat Currency balance in your User account at any given time; and
  - details of your YouHodler wallet.

- **Credit data, which means the following data:**
- your name and surname;
- your address;
- your date of birth;
- all the relevant information and documents about the seizable part of your income pursuant article 93 § 1 of Federal Law on Debt Enforcement and Bankruptcy (RS 281.1), which means:
  - all income of any kind;
  - all labour income;
  - all usufruct and their products;
  - all life annuities;
  - all maintenance contributions; and
  - all pensions and benefits of all kinds intended to cover a loss of earnings or a claim arising from the right of maintenance, in particular pensions and capital allowances.
- a certificate of salary;
- if you are working as an independent, all the relevant information and documents proving your income;
- all the relevant information and documents about your wealth situation;
- the rent you pay for your accommodation;
- an extract of your rental lease agreement;
- the amount of all the taxes you pay to the tax authorities;
- an extract from your tax declaration;
- the amount of all the credits you have already obtained;
- an extract of the documents related to these credits;
- an extract from the debt collection register (extrait du registre des poursuites); and
- a certificate of salary; and
- all the relevant information and documents about your expenses.

By browsing the Website/Application as a Visitor and/or by using the Website/Application as a User, you understand that YouHolder must respect the applicable laws and regulations and comply with any obligations which YouHolder is requested to comply with by virtue of any regulations, guidelines or laws which apply to the Services rendered through the Website/Application, in particular the Swiss Federal Act on Combating Money Laundering and Terrorist Financing (Anti-Money Laundering Act, AMLA) and its Ordinances, the Swiss Financial Market Supervisory Authority (FINMA) Ordinance on Combating Money Laundering and Terrorist Financing (OBA-FINMA), the Swiss Criminal Code, the Code of Obligations, the Federal Law on Consumer Credit and any other laws and regulations that may apply.

e. Cookies

The Cookie Policy available at [https://www.youholder-swss.com/cookies](https://www.youholder-swss.com/cookies) outlines the reason why Cookies will be collected.

7. **FINANCIAL DATA**

The Personal Data which is collected for the purpose of processing Financials (hereinafter referred to as the “Financial data”) is indicated in Section 5d of this Notice. The Financial Data shall be used by any third-party service providers who may from time-to-time process the payments for the services (hereinafter referred to as the “Payment Provider(s)”). Your Payment Data will be controlled and processed exclusively by the Payment Provider.
When making withdrawals from your User Account, YouHodler will use your Payment Data to make sure that the Fiat Currency assets or Cryptocurrency assets which you withdraw are sent to your External Wallet Address or Fiat Account.

The Payment Data shall be shared and transmitted with the Payment Provider in a secure manner.

Regarding such Personal Data, the general conditions and the privacy policy and privacy notice of the Payment Provider are solely applicable.

The transactions being processed by the Payment Provider and the Personal Data which is used to carry out these transactions do not fall under the responsibility of the Company.

a. Payment Data for Fiat Assets

For Fiat Currency payments, the Payment Provider uses the Secure Sockets Layer secure payment system. This payment protocol standard is recognized throughout the world for the protection of data transmitted over the internet. Fiat Currency payments are processed by the Payment Provider in compliance with the PCI-DSS norms. It is available on practically all browsers.

The Payment Data which you provide relating to your credit card (number, end of validity date, CVM etc.) are encrypted in order to ensure that your transaction is transmitted to the Payment Provider. YouHodler will not process nor control any such Payment data.

The Company will only process payments via the Payment Provider and there are instances where you or we will be transmitting your Personal Data and Payment Data to the Payment Provider who will be Processing the Personal Data and Payment Data for the sole purpose of making the transaction.

You expressly agree to send your Payment Data to the Payment Provider, as well as send all information which the latter may require from you. You hereby expressly agree and consent that the Payment data will be communicated to the Payment Provider in order to ensure that the Services which are provided on the App and/or the Website are provided in an efficient manner and in compliance with any laws which may apply to the Services carried out by YouHodler through the Website/App.

The Company shall in no way or manner be held liable for any delay in the banking authorization relating to your failure to send the Payment data or Personal Data which may be requested from the Payment Provider or of any damage or loss which may arise in relation with the transaction made via the Website.

b. Transaction Data for Cryptocurrency assets

YouHodler would like to bring to your attention that any transfer of Cryptocurrencies from an External Wallet to your User Account will be recorded on the within a distributed ledger in line with the technology which governs the transfer of Cryptocurrencies.

You understand and acknowledge that records of the transfers on the distributed ledger cannot be erased and amended since distributed ledger technology and smart contracts operate in a manner which does not allow for any deletion or erasure to occur and that through encryption and cryptography, the information on the transaction shall also be made public on the blockchain.

You are solely responsible for any transaction made from your External Wallet.

8. THIRD PARTY DISCLOSURE
YouHodler discloses your Personal Data with Sub-Contractors. A list of Sub-Contractors shall be maintained in Annex 1 of this Notice. YouHodler may share your Personal Data to any other relevant third parties, in particular if we are requested to do so to comply with a court order or law enforcement authorities request, or if we find it necessary, as determined in the Company’s sole discretion, to investigate, prevent or take action regarding illegal activities, to defend our interest or as otherwise required or permitted by law.

YouHodler may also share your Personal Data or any Collected Data or processed by it with YouHodler’s affiliates or parent company with the same group. In any case where cross-border transfer is done, the Company ensures that an adequate protection is guaranteed for Personal Data to be transferred outside of Switzerland and the European Economic Area (hereinafter referred to as the “EEA”) using Standard Contractual Clauses which are issued by the European Commission or binding corporate rules.

In some specific cases when this level of protection is not guaranteed, YouHodler will obtain your prior Consent or establish with the Recipient of Personal Data a contractual framework or sufficient safeguards that ensure an adequate level of protection abroad. You may request access to a copy of these safeguards by contacting the Company. Unless otherwise stated, the third parties who receive data from YouHodler are prohibited to use this Personal Data beyond what is necessary to provide the product or service to you, directly or by participating to the Company’s activities.

a. Disclosure for legal reasons or merger/acquisition

In the event that YouHodler or its assets are acquired by, or merged with, another company including through bankruptcy, we may share your Personal Data with any of our legal successors. We may also disclose your Personal Data to third parties (i) when required by applicable law; (ii) in response to legal proceedings; (iii) in response to a request from a competent law enforcement agency, national authority or self-regulatory association or agency; (iv) to protect our rights, privacy, safety or property, or the public; or (v) to enforce the terms of any agreement.

b. Disclosure to the IKO (« Association pour la gestion d’un centre de renseignement sur le crédit à la consommation »)

Pursuant article 23 § 1 FCCA (when applicable), YouHodler may potentially have to disclose your Personal Data to the IKO (Association pour la gestion d’un centre de renseignement sur le crédit à la consommation).

IKO is a federal body within the meaning of article 3(h) FADP.

In particular, YouHodler may have to disclose the following Personal Data to IKO:

- your name and surname;
- your date of birth;
- your address;
- the contract we signed; the duration of the contract;
- the amount you borrowed; and
- the purpose of contracting.

You expressly understand and Consent that we may disclose other Personal Data at the request of the IKO.

In particular, YouHodler may have to disclose some of your Personal Data pursuant art. 25ff FCCA, such as:

- the credit we granted to you or brokered by YouHodler;
● the outstanding instalments representing at least 10 % of the net amount of credit or cash payment (article 18 § 1 FCCA);
● the total amount that is due;
● the duration of the contract;
● the amount of the monthly royalties;
● the cases in which an outstanding amount reaches three monthly fees;

In any case, YouHodler shall not be responsible for the processing of your Personal Data by IKO. YouHodler disclose your Personal Data to IKO in accordance with the rules of the FCCA, in particular the articles 25ff FCCA.

Should you have any question related to the processing of your Personal Data by IKO, please feel free to contact them at the following address:

IKO – Association pour la gestion d’un centre de renseignements sur le crédit à la consommation
Case postale
8048 Zurich

Under no circumstance YouHodler will be held responsible for the processing of your Personal Data by IKO.

c. Disclosure to Google Analytics

The Company uses Google Analytics, an Internet site analysis service supplied by Google Inc. ("Google"). Google Analytics uses cookies which are text files placed on your electronic device to help to analyse the use made of the Website by its Users. The data generated by the cookies concerning your use of the Website (including your IP address) will be forwarded to, and stored by Google on servers located outside of Switzerland. Google will use this information to evaluate your use of the Website, compile reports on site activity for its publisher and provide other services relating to the activity of the Website and the use of the internet. Google may release these data to third parties if there is a legal obligation to do so or when the third parties process these data for the account of Google including, in particular, the publisher of the Website. Google will not cross-reference your IP address with any other data held by Website.

You may deactivate the use of cookies by selecting appropriate parameters on your browser. However, deactivation of this kind might prevent the use of certain functions of the Website/Application. By using the Website/Application, you specifically Consent to the Processing of your Personal Data by Google under the conditions and for the purposes described above.

9. STORAGE OF YOUR PERSONAL DATA

Your Personal Data may be stored in Ireland. You agree that YouHodler may store your Personal Data in any country of the EEA, including Switzerland based on a data transfer agreement with the Data Controller.

The storage as well as the Processing of your Personal Data may require that your Personal Data are ultimately transferred/transmitted to, and/or stored at a destination outside of your country of residence. Where permitted by law, by accepting the terms of this Notice, you Consent to such transferring, transmission, storing and/or Processing provided it is done on the basis of standard contractual clauses.
10. RETENTION OF YOUR PERSONAL DATA

In accordance with applicable laws, YouHodler will use your Personal Data for as long as necessary to satisfy the purposes for which your Personal Data was collected or to comply with applicable legal requirements.

11. SECURITY OF YOUR PERSONAL DATA

YouHodler applies high industry standards and will always apply adequate technical and organizational measures, in accordance with applicable laws to ensure that your data is kept secure.

In the event of a Personal Data breach, YouHodler shall without undue delay, and where feasible, not later than 48 hours after having become aware of it, notify the breach to the competent supervisory authority, unless said breach is unlikely to result in a risk to your rights and freedoms. If the breach is likely to result in a high risk to your rights and freedoms, the Company shall communicate this breach to you, if it is feasible, without undue delay.

12. PERSONAL DATA BREACH REPORTING

__________________ which may also be contacted on ___________ and ___________ receive and process any Personal Data breach reporting.

13. ACCESS TO YOUR DATA AND INFORMATION RIGHTS

You have the right to request access to or information about the Personal Data relating to you which are processed by YouHodler.

Where provided by law, you, your successors, representatives and/or proxies may (i) request deletion, correction or revision of your Personal Data; (ii) oppose the data Processing; (iii) limit the use and Disclosure of your Personal Data; and (iv) revoke Consent to any of our data Processing activities, if YouHodler is relying on your Consent and does not have another legal basis to continue Processing your data.

These rights can be exercised by contacting us through our contact form or writing to us at: info@youhodler.com, attaching a copy of your ID. If the request is submitted by a person other than you, without providing evidence that the request is legitimately made on your behalf, the request will be rejected.

The request is free of charge unless your request is unfounded or excessive (e.g. if you have already requested such Personal Data multiple times in the last twelve months or if the request generates an extremely high workload). In such case, YouHodler may charge you a reasonable request fee according to applicable laws.

YouHodler may refuse, restrict or defer the provision of Personal Data where it has the right to do so, for example if fulfilling the request will adversely affect the rights and freedoms of others.

14. PORTABILITY OF YOUR DATA

You also have the right to receive your Personal Data, which you have provided to YouHodler with, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from YouHodler.
This right can be exercised by contacting us through our contact form or writing to us at info@youhodler.com attaching a copy of your ID. If the request is submitted by a person other than you, without providing evidence that the request is legitimately made on your behalf, the request will be rejected.

The request is free of charge unless your request is unfounded or excessive (e.g. if you have already requested such Personal Data multiple times in the last twelve months or if the request generates an extremely high workload). In such case, YouHodler may charge you a reasonable request fee according to applicable laws.

The Company may refuse, restrict or defer the provision of Personal Data where it has the right to do so, for example if fulfilling the request will adversely affect the rights and freedoms of others.

The User hereby understands, acknowledges and accepts that the content of this section does not apply to the Transaction data enlisted hereunder:

- the digital assets located in your External Wallet address;
- any details available regarding your External Wallet address;
- the balance available in your External Wallet address.

15. PRIVACY BY DESIGN AND BY DEFAULT

The Company will, both at the time of the determination of the means for Processing and at the time of the Processing itself, implement appropriate technical and organizational measures, such as pseudonymization, which are designed to implement data-protection principles, such as data minimization, in an effective manner and to integrate the necessary safeguards into the Processing in order to meet the requirements of the GDPR and protect your rights.

The Company will implement appropriate technical and organizational measures for ensuring that, by default, only Personal Data which are necessary for each specific purpose of the Processing are processed. This obligation applies to the amount of your Personal Data We collect, the extent of their Processing, the period of storage and their accessibility. These measures will ensure that by default your Personal Data are not made accessible without your intervention to an indefinite number of third parties.

16. CONTACTING THE COMPANY AND COMPLAINTS

The Company hopes to be able to answer any questions or concerns you have about your Personal Data. You can get in touch with the Company at the postal address or email address given in section 22 hereafter.

You have the right to file a complaint if you feel your Personal Data has been mishandled or if the Company has failed to meet your expectations. You are encouraged to contact the Company about any complaints or concerns but you are entitled to complain directly to the relevant supervisory authority.

17. CHANGES TO THE PRIVACY NOTICE

The Company may modify this Notice from time to time, and will post the most current version on the App. If a modification reduces your rights, a pop-up window will inform you immediately when you will browse our App and you will have to accept the changes.
18. DATA CONTROLLER

The data controller is YouHodler SA, a company duly incorporated under the laws of Switzerland, bearing registration number CHE.336.197.657, with registered address at Rue du Valentin 1, 1004 Lausanne.

19. DATA PROCESSOR

For the purpose of providing operational services and operating the Platform, your Personal Data will be processed by Naumard Ltd with registered office at Arch Makariou III, 172, Melford Tower 3027, Limassol, Cyprus on the basis of a Data Processing Agreement pursuant to which this company agrees to comply with the terms and conditions of this Notice.

However, your Personal Data will be hosted in Switzerland, by Infomaniak SA, acting as data processor for hosting and backup services.

20. LINKS

The Website may contain links which direct you to third party websites or applications. YouHodler rejects any liability relating to the privacy notice in force on said third party websites, the collection and use of your Personal Data by the latter and relating to the contents of said websites or applications (whether the links are hypertext links or deep links).

Furthermore, the Data Subject acknowledges and agrees that using our Website could imply to download other third-party websites. Under no circumstances shall YouHodler be liable for the utilization of these others applications, especially regarding to the Data protection rules.

21. JURISDICTION AND GOVERNING LAW

This Notice and any questions relating thereto shall be governed by the laws of Switzerland, to the exclusion of any rules of conflict resulting from private international law.

Any dispute relating to this Notice must exclusively be brought before the courts of the Canton of Vaud in Lausanne.

22. CONTACT

To ask questions or make comments on this Notice or to make a complaint about our compliance with applicable privacy laws, please contact us through:

a. our email address: info@youhodler.com; or
b. our address: YouHodler SA, Rue du Valentin 1, 1004 Lausanne.

We will acknowledge and investigate any complaint pursuant to this Notice.
ANNEX 1 – List of Sub-Contractors

Data Processors:  

**Naumard LTD**, a company registered under the laws of Cyprus, with a registered address at Aglantzias 21 Street, Complex 21 B, Floor 2, Flat 1 Aglantiza, 2108, Nicosia, Cyprus.

**Infomaniak SA**, 25 Eugène-Marziano, 1227 Les Acacias