

## Terms of Use

These Terms of Use ("Terms") apply to your access to the services ("the Services") provided by BIOTRON FOUNDATION, občianske združenie, with its registered seat at Staré Grunty 18, 841 04 Bratislava – m. č. Karlova Ves, the Slovak Republic ("Biotron", "we" or "us").

By using the Services you acknowledge that you have read and understood the Terms, accept the Terms and agree to be bound by them. The Terms are intended for both, individuals as well as business customers.

The Terms govern your use of the Services. If you don't agree with (or cannot comply with) the Terms, you may not use the Services. If we make changes to the Terms, we will provide notice of those changes by updating the "Last Updated" date above and posting notice in the Services, which you need to accept.

In order to use the Services, you need to (a) be 21 or older (please note that in some countries specific age restrictions may apply) or to have your parent or guardian's consent to the Terms, (b) have the power to enter into a binding contract with us and not be barred from doing so under any applicable laws and (c) be resident in a country where the Services are available, if you are an individual.

### 1. BIOTRON

- 1.1. Biotron is non-profit organization that focuses on helping individual users to fully and independently control their personal information/data and participate in the process of defining its value. Biotron seeks to offer the most accurate and actionable insights into personal data for organizations engaged in the study of people behavior and data analytics.
- 1.2. Except of mentioned above or under Biotron shall be considered to be a developer of Biotron Solution, its administrator and policy maker. Within scope of these activities Biotron shall mainly:
  - 1.2.1. Build a user permissioned & revenue sharing personal data warehouse (hereinafter "Biotron Solution"). Blockchain is used as a main support function to reinforce transparency and allow instant micro-transactions.
  - 1.2.2. Maintain, administer the Biotron Solution
  - 1.2.3. License access to the Biotron Solution
  - 1.2.4. Execute control of data sharing and data handling in accordance with the applicable law.
- 1.3. We are entitled to claim refund of a reward if we find that the reward was provided by mistake, or due to unlawful conduct, or fraudulent or otherwise unfair action that is in breach of these Terms of Use. By fraudulent or otherwise unfair action could be inter alia assessed receiving reward provided per one device to more than one user account since it is allowed to receive just one reward per one device. We are entitled to make the claim separately (without your activity or your consent) simply by withdrawing the reward from your account to which the reward was provided.

### 2. INFORMATION ABOUT INDIVIDUALS WE COLLECT

- 2.1. The protection of personal data of individuals (“the Data Subjects”) is a top priority for us. It is crucial that you understand how and why we collect, use and share information about Data Subjects when they access and use the Services or when they otherwise interact with us. We have taken appropriate technical and operational precautions to protect the personal data retained by us against unauthorized access and misuse. Our security procedures are revised regularly and adapted to reflect technological progress.
- 2.2. Within the Services’ registration process we collect e-mail address of Data Subjects in order to be able to communicate with registered users about products, services, offers, promotions, and events, and provide other news and information we think will be of interest to users.
- 2.3. The provision of your e-mail address to us is voluntary. We do not transfer your e-mail address to third parties.
- 2.4. We take reasonable measures to help protect information about Data Subjects from loss, theft, misuse and unauthorized access, disclosure, alteration, and destruction.

### **3. DATA PRIVACY FOR THE USE OF GOOGLE ANALYTICS AND FREE APP ANALYTICS**

- 3.1. These Services use analytics services Google Analytics and Free App Analytics provided by Google Inc. and Kochava Inc. respectively. These services require the use of “Cookies” and other technologies – See section Cookies, Web Beacons and Other Technologies below. Some information/data about your usage of the Services may be transferred to a Google or Kochava server and saved there for analytic purposes. By order of Biotron, Google and Kochava will use this information/data to evaluate and analyse your usage of the Services, to create reports about the Services, and to deliver further services regarding the usage of the Services or the internet. The IP-address, transferred as part of Google Analytics and Free App Analytics by your browser or application, will not be merged with other data of Google and Kochava.

### **4. COOKIES, WEB BEACONS AND OTHER TECHNOLOGIES**

- 4.1. We collect information from user visits to the Services and users use of our cloud offerings and our software products to help us gather statistics about usage and effectiveness and personalize users’ experience. We do so through the use of various technologies, including scripts, tags, Local Shared Objects (Flash cookies), Local Storage (HTML5) beacons, and one called "cookies".
- 4.2. A cookie is a piece of data that a website can send to your browser, which may then be stored on your computer as a tag that identifies your computer. While cookies are often only used to measure website usage (such as number of visitors and duration of visit) and effectiveness (such as topics visitors are most interested in) and to allow for ease of navigation or use and, as such, are not associated with any personal information, they are also used at times to personalize a known visitor's experience to a website by being associated with profile information or user preferences. Over time this information provides valuable insight to help improve the user experience.
- 4.3. Cookies in our software products can be turned off in the product itself. Since cookies allow you to take advantage of some of our Services’ features or features of our software products and SaaS offerings, we recommend that you leave them turned on. If you block, turn off or otherwise reject our cookies, some websites may not display properly.

- 4.4. Some of our business partners set web beacons and cookies on our site. In addition, third-party social media buttons may log certain information such as your IP address, browser type and language, access time, and referring Services' addresses, and, if you are logged in to those social media sites, they may also link such collected information with your profile information on that site. We do not control these third-party tracking technologies.

## **5. RIGHTS OF THE DATA SUBJECTS**

- 5.1. You as a Data Subject have the right to request the access and rectification or erasure of personal data or restriction of processing or to object to processing as well as the right to data portability (when it is technically feasible). Further, you have a right to lodge a complaint with a respective supervisory authority.
- 5.2. The right to rectification is the right of the Data Subject to obtain without undue delay the rectification of inaccurate personal data concerning him or her.
- 5.3. The right to erasure is the right of the Data Subject to obtain the erasure of personal data concerning him or her without undue delay, where:
- the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
  - the user withdraws consent on which the processing is based and where there is no other legal ground for the processing;
  - the Data Subject objects to the processing and there are no overriding legitimate grounds for the processing;
  - the personal data have been unlawfully processed;
  - the personal data have to be erased for compliance with a legal obligation in the law;
  - the personal data have been collected in relation to the offer of information society services.
- 5.4. The exercise of the right to erasure is subject to respective limitations set by the applicable law.
- 5.5. The Data Subject has the right to restriction of processing, when:
- the accuracy of the personal data is contested by the Data Subject, for a period enabling us to verify the accuracy of the personal data;
  - the processing is unlawful and the user opposes the erasure of the personal data and requests the restriction of their use instead;
  - the personal data are no longer needed for the purposes of the processing, but they are required by the Data Subject for the establishment, exercise or defense of legal claims;
  - the Data Subject has objected to processing, pending the verification whether the legitimate grounds of us override those of the Data Subject.
- 5.6. The Data Subject shall have the right to receive the personal data concerning him or her, which he or she has provided to us, and have the right to transmit those data to another controller,

where technically feasible, where the processing is based on consent pursuant or on a contract and the processing is carried out by automated means.

- 5.7. The Data Subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based on respective provisions of the law, including profiling based on those provisions.
- 5.8. Where personal data are processed for direct marketing purposes, the Data Subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing.
- 5.9. Subject to the respective statutory limitations set by the applicable law, the Data Subject shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her.

## **6. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

- 6.1. The content of the Services and the Services themselves are protected by intellectual property laws, including copyright and other proprietary rights of respective states. You must not reproduce, distribute, modify, create derivative works, publicly display, perform download or anyhow modify any copies of materials available in the Services, unless explicitly agreed or stated otherwise. Nothing in the Services shall be construed as granting, by implication, estoppel, or otherwise any license or right to use any trademark, logo or service mark displayed in the Services without the owner's prior written permission.
- 6.2. All our trademarks, service marks, trade names, logos, domain names, and any other features of either Biotron Solution, any applications available through Biotron, the Biotron brand ("Brand Features") are sole property of their respective owners. The Terms do not grant you any rights to use any Brand Features whether for commercial or non-commercial use. You may not use any metatags or other "hidden text" utilizing text "Biotron" or any other Brand Features without prior written permission of their owners.
- 6.3. All other trademarks, registered trademarks, product names and company names or logos mentioned or used in the Services are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder, unless explicitly agreed or stated otherwise. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

## **7. ASSUMPTION OF RISK AND LIMITATIONS ON LIABILITY**

- 7.1. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services however caused.
- 7.2. We will use reasonable endeavors to verify the accuracy of any information available on or through the Services, but we make no representation or warranty of any kind regarding any information made accessible through the Services, any hyperlinks to third party websites, nor any breach of security associated with the transmission of information through the Services or any website linked to the Services.

- 7.3. To the fullest extent permitted by applicable law, the Services along with all information available through it are provided on an “as is” and “as available” basis, without warranties of any kind. We do not represent or warrant that the Services or any information available through it:
- (a) will be secure or available at any particular time or location;
  - (b) content will be accurate, complete, reliable, current or error-free or that any defects or errors will be corrected; and
  - (c) content will be free of viruses or other harmful components.
- 7.4. You expressly acknowledge and agree that you are using the Services at your sole risk. You hereby represent that you have an adequate understanding of the risks of blockchain-based open source software.
- 7.5. You acknowledge and agree that, to the fullest extent permitted by any applicable law, you will not hold third parties or individuals associated with Biotron liable for any and all damages whatsoever caused by or related to use of, or inability to use the Services under any cause or action whatsoever of any kind in any jurisdiction, and that none of the third parties or individuals associated with Biotron shall be liable for any damages in any way whatsoever arising out of the use of or the inability to use the Services.

## **8. LINKING TO THE SERVICES AND SOCIAL MEDIA FEATURES**

- 8.1. You are allowed to publish link to the Services under following conditions:
- (a) you publish the link in a fair and legal way;
  - (b) publishing the link will not damage our reputation or take advantage of it; and
  - (c) you shall not publish the link in order to indicate any association, approval or endorsement by Biotron without our previous express written consent

## **9. LINKS FROM THE SERVICES**

- 9.1. The Services may contain links to other sites and resources of third parties. You acknowledge that such third party links might be provided for information purposes or for advertising third party services or products and Biotron shall not be responsible for any harm, damage or lost profit potentially caused to you in connection with the use of them.
- 9.2. You hereby acknowledge that when accessing such third party websites linked to the Services you are doing so at your own risk and subject to the terms and conditions of use of these websites. We cannot endorse, approve, or guarantee information, products, services, or recommendations provided at a third-party website. When you visit a third-party website by using a link in the Services, the data collection, use and protection practices of the linked site may differ from the practices of Biotron. You should familiarize yourself with the privacy policy and security practices of the linked website. Biotron reserves the right to withdraw any linking to the Services at its sole discretion and without any prior notice to users of the Services.

## **10. INDEMNIFICATION**

- 10.1. You agree to indemnify and hold BIOTRON FOUNDATION and our contractors, licensors, their respective directors, officers, employees and agents, as well as all subjects engaged in development of the Biotron Solution harmless from and against any and all claims, actions, damages, losses, costs or expenses, including legal fees, arising out or relating to your use of the Services or the violation of the Terms other than as expressly authorized in these Terms.

## **11. INTERRUPTION, MODIFICATION AND DISCONTINUATION OF THE SERVICES**

- 11.1. We will make reasonable efforts to keep the Services operational. From time to time certain technical difficulties or maintenance may result in temporary interruptions. To the extent permissible under applicable law, we reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Services. You understand, agree, and accept that we have no obligation to maintain, support, upgrade, or update the Services, or to provide all or any specific content through the Services.

## **12. USER CONDUCT**

- 12.1. When accessing the Services, you agree that you will not commit any unlawful act, and that you are solely responsible for your conduct while using the Services. You will not use the Services for any purpose that is unlawful or prohibited by these Terms or applicable laws.

- 12.2. Without limiting the generality of the foregoing, you agree that you will not:

- (a) use the Services in any manner that could interfere with, disrupt, negatively affect or
- (b) inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- (c) use the Services' support or otherwise engage in any illegal activities, including illegal gambling, fraud, money-laundering, or terrorist activities;
- (d) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data;
- (e) attempt to access any service or area of the Services that you are not authorized to access;
- (f) introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;
- (g) provide false, inaccurate, or misleading information; or
- (h) encourage or induce any third party to engage in any of the activities prohibited under this section.

## **13. QUESTIONS & CONTACT INFORMATION**

- 13.1. Questions or comments about the Services may be directed to [support@biotron.io](mailto:support@biotron.io).

Last Updated 7<sup>th</sup> June 2018