

## PRIVACY POLICY

[www.jupiterchain.tech](http://www.jupiterchain.tech) (the “**Website**”) is maintained and operated by Jovian Foundation Ltd (the “**Jovian Foundation**”). The Jovian Foundation respects the privacy of its Website users and account holders and has in place measures to protect their privacy and personal data. This policy (“**Policy**”) is issued in accordance with the Personal Data Protection Act 2012 (the “**Act**”) and describes how we may collect, use, disclose and process personal data which is provided to us and applies to any individual’s personal data which is in our possession and which we have control over.

*Note: “Personal Data” in this Policy refers to any information which relates directly or indirectly to you. Such information includes your name, nationality, national ID, passport, date of birth, contact details, the details of your account(s) and such other necessary information regarding yourself and your transaction(s) with us. Please note that this Policy is only applicable if you are an individual.*

**When you use any of the services provided by the Jovian Foundation including the use of this Website, your registered account with the Jovian Foundation and the services on the Jupiter Chain Platform, you may be required to provide the Jovian Foundation with your Personal Data. In doing so, you consent to the use of your Personal Data by the Jovian Foundation in accordance with this Policy.**

### 1. General

- 1.1. From time to time, the Jovian Foundation may collect data which enables an individual to be identified (“**Personal Data**”) in connection the use of the Website (including registering and using the services and features of an account with the Jovian Foundation and of the Jupiter Chain Platform). This includes information such as names, contact details, addresses, email addresses, age, gender, race, passport number, wallet address (for cryptographic tokens) and other identification details of individuals who access this Website and/or has a registered account.
- 1.2. The Jovian Foundation may collect information from you or from other sources which include but are not limited to:
  - (a) your verbal, written and e-mail communications with us, JEDTrade Pte Ltd and/or our authorized agents;
  - (b) third parties such as employers, credit reference information providers and governmental/statutory agencies;
  - (c) other sources in respect of which you have given your consent to disclose information relating to you (where not otherwise restricted); and/or
  - (d) devices which are used to access the Website and/or your account.
- 1.3. The Jovian Foundation may also collect information about the devices which are used to access the Website and/or your account. Such information includes, but is not limited to:

- (a) attributes such as the operating system of the device, hardware version, settings, file and software names and types and device identifiers;
  - (b) device locations; and/or
  - (c) connection information such as the name of the ISP or mobile operator through which the Website and/or your account is accessed, browser type and IP address.
- 1.4. Your Personal Data will only be collected, held, processed, used, communicated, shared or disclosed in the situations governed and prescribed by this Policy. In case you would like to submit information on behalf of a third party (e.g. a friend, a colleague, or an employee) you should be authorized as an official representative or an agent and acquire an official consent to use the third party data for collection, processing, use, and disclosure. It is your sole responsibility to familiarize the third party that you represent with the conditions of this Policy.

## **2. Disclosure of Personal Data**

- 2.1. While the Jovian Foundation treats your Personal Data as private and confidential, such data may be disclosed, disseminated and/or transferred to the following:
- (a) entities and business affiliated with the Jovian Foundation and the Jupiter Chain Platform (including JEDTrade Pte Ltd), for the purposes of providing you with latest marketing and promotional offers which may be of interest to you;
  - (b) any person or entity employed by or on behalf of the Jovian Foundation or is a part of or related to any group of companies of which the Jovian Foundation forms part (including JEDTrade Pte Ltd);
  - (c) any agent, contractor or third party service provider (including JEDTrade Pte Ltd) which provides operational, administrative and/or other services to the Jovian Foundation and/or the Jupiter Chain Platform in connection with the Website and the development, operation and maintenance of registered accounts with the Jovian Foundation and/or the Jupiter Chain Platform;
  - (d) any credit bureau as well as the members of such credit bureau and other relevant third parties in connection with the use of the Website, the registered accounts and/or the Jupiter Chain Platform (e.g. banks, financial intermediaries, insurers, reinsurers, escrow agents and other P2P platforms);
  - (e) regulatory, government bodies or other authorities if required or authorised to do so to discharge any regulatory function under any law or in relation to any order or judgment of a court;
  - (f) any parties authorised by you in writing; and/or
  - (g) any person or corporation to whom the Jovian Foundation may transfer, assign or propose to transfer or assign any part of its interests, obligations, assets, business and/or operations,

subject at all times to any laws (including regulations, guidelines and/or obligations) applicable to the Jovian Foundation and further subject to your rights as stated in this Policy.

- 2.2 You may inform the Jovian Foundation at any time if you do not wish to receive marketing communications from the Jovian Foundation and/or from its business partners by notifying the Jovian Foundation through the channels stated below in Clause 12 of this Policy.
- 2.3 You may at any time withdraw your consent for the disclosure of your personal data by the Jovian Foundation as set out in Clause 2.1 by notifying the Jovian Foundation through the channels stated below in Clause 12 of this Policy. However, in the event of such withdrawal, the services on the Website, your registered account and/or the Jupiter Chain Platform may no longer be available to you.

### **3. Other Information provided to the Jovian Foundation**

- 3.1. Where Personal Data of other person(s) is provided as required by, pursuant to, or in connection with the use of the Website, your registered account and/or the Jupiter Chain Platform, you represent and warrant to the Jovian Foundation that (i) the relevant individual(s) has been notified of the purposes for which Personal Data will be collected, processed, used or disclosed; and (ii) such individual's consent for the collection, processing, use and disclosure of such Personal Data by the Jovian Foundation has been obtained and authorised by such individual(s).
- 3.2. You must promptly inform the Jovian Foundation upon becoming aware of the withdrawal by the relevant individual(s) of his/her consent to the collection, processing, use and/or disclosure by the Jovian Foundation of any of his or her Personal Data. You must also promptly inform the Jovian Foundation upon becoming aware of any request(s) made by the relevant individual(s) to have any or all of their Personal Data deleted from the Jovian Foundation's records. The withdrawal of such consent or the deletion of Personal Data may affect the services which the Jovian Foundation is able to provide to you via this Website, your account and/or the Jupiter Chain Platform.
- 3.3. Any consent given in relation to Personal Data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such individual(s) and the termination or expiration of any registered account with the Jovian Foundation in connection with the use of the Website and the Jupiter Chain Platform.

### **4. Use of Personal Data**

- 4.1. The Jovian Foundation may collect, store, process, disclose, access, review and/or use Personal Data in accordance with the Act or any other written law.
- 4.2. Without prejudice to the foregoing, the Jovian Foundation may use Personal Data for any of its business purposes, which include, but is not limited to, the following purposes:
  - (a) to operate, administer any registered account and/or offer the products and services available on the Website and the Jupiter Chain Platform;
  - (b) to verify the identity or authority of representatives of registered account

holders;

- (c) to carry out or respond to requests, questions or instructions from verified or authorised representatives or other individuals pursuant to the Jovian Foundation's current security procedures and policies;
- (d) to facilitate transactions on the Website, registered accounts with the Jovian Foundation and/or the Jupiter Chain Platform;
- (e) to carry out, monitor and analyse the business of the Jupiter Chain Platform;
- (f) for the marketing of products and services ancillary or related to the use of the Website, registered accounts and/or the Jupiter Chain Platform;
- (g) in connection with any sale, merger, or similar change of the Jovian Foundation and/or the Jupiter Chain Platform;
- (h) to comply with any applicable laws, rules, or regulations in any country; and
- (i) to detect, prevent and investigate fraud.

4.3. The Jovian Foundation will retain Personal Data in compliance with this Policy, the terms and conditions of your agreement(s) with the Jovian Foundation for the duration of your relationship with the Jovian Foundation, or for so long as it may deem necessary for the purposes of record retention and for the business purposes in connection with the operation of the Website, the registered accounts and/or the Jupiter Chain Platform, unless otherwise required by any applicable law or the Jovian Foundation's relevant policies.

## **5. Security measures to protect Personal Data**

5.1. The Jovian Foundation keeps, protects and processes your Personal Data in a secure manner by maintaining physical, electronic and procedural safeguards, in compliance with applicable regulations.

5.2. The Jovian Foundation ensures that access of its or its affiliates' employees to the Personal Data which you have provided is limited to authorised employees who are trained in handling your information. These authorised personnel are required to ensure the confidentiality of your information and to respect your privacy at all times.

## **6. Your obligation to provide Personal Data**

6.1. To enable the Jovian Foundation to process your application to register an account, or for products or services offered on the Website and on the Jupiter Chain Platform, you are required to provide Personal Data deemed necessary by the Jovian Foundation as indicated in its application forms and relevant policies. Should you decline to provide any such information, your application/request may not be approved.

6.2. Subject to Clause 6.1 and the contractual rights and obligations of the Jovian Foundation under relevant laws and regulations, you may exercise your choice in respect of the

disclosure, retention and use of your Personal Data. Should you wish to do so, kindly contact us through any of the channels stated below in Clause 12 of this Policy.

## **7. Rights of access and correction**

- 7.1. You are responsible for ensuring that the Personal Data which you provide to us is accurate, complete and not misleading and that such Personal Data is kept up to date.
- 7.2. You have the right to request for access to your Personal Data, to request for access to information on who your Personal Data has been disclosed to, and to request for any amendment/correction of your Personal Data by contacting us through the channels stated below in Clause 12 of this Policy. For example, you may request for access to, correct and/or amend your Personal Data if you have reason(s) to believe that your records with us are inaccurate, incomplete or not updated.
- 7.3. You also have the right to request for the deletion of any or all of your Personal Data. However, if you delete any Personal Data which is required to be maintained by the Jovian Foundation as indicated in its application forms or the relevant policies of the Jovian Foundation, the services provided by the Website, your account and/or the Jupiter Chain Platform may be affected, and the Jovian Foundation reserves the right to suspend your account and any of the services available to you. Please note that requesting for deletion is irreversible. This means that the Jovian Foundation will also lose its record(s) of the deleted Personal Data. To request for deletion of any of your Personal Data, please contact us through the channels stated below in Clause 12 of this Policy.
- 7.4. While the Jovian Foundation will usually provide access to, amend/correct and/or delete any Personal Data upon your request free of charge, the Jovian Foundation reserves the right to charge such fees as it may, in its sole and absolute discretion, deem appropriate, for example in cases where the request(s) is in the reasonable opinion of the Jovian Foundation unfounded, excessive or repetitive.
- 7.5. Subject to Clause 7.4, the Jovian Foundation will use reasonable efforts to comply with your request to access, amend, correct or delete any or all of your personal information subject to due verification and further communication with you. Please note that the Jovian Foundation may have to withhold access to your personal information in certain situations, for example when it is unable to confirm your identity or where information requested for is of a confidential commercial nature or in the event it receives repeated requests for the same information.  
  
Nevertheless, the Jovian Foundation will notify you of the reasons for not being able to accede to your request.
- 7.6. Notwithstanding Clauses 7.1 to 7.5, the Jovian Foundation shall have the sole discretion whether or not to allow any amendments, corrections and/or deletions requested and/or may require further documentary evidence of the new information before it makes any decision in order to avoid fraud and inaccuracy.

## **8. Transfer of Personal Data outside Singapore**

The Jovian Foundation will ensure that any transfer of Personal Data to a territory outside of Singapore will be in accordance with the Act so as to ensure a standard of protection to Personal Data so transferred that is comparable to the protection under the Act.

## **9. Changes to the Policy**

This Policy may be amended and updated by the Jovian Foundation from time to time. Any such amendment or update will be made available on the Website. All communications, transactions and dealings with the Jovian Foundation will be subject to the latest version of this Policy in force at the relevant time.

## **10. Links to other websites**

This Policy does not cover the links on this Website to other websites. Those websites are not governed by this Policy, and may be governed by their own privacy policies. It is your responsibility to review the privacy policies of those websites (if any). The use of the links to other websites are entirely at your own risk.

## **11. Cookies**

By visiting our website, you consent to the use of cookies.

Cookies are very small text files that are stored on your computer when you visit some websites. A cookie file is stored on your web browser and allows websites to recognize you and to make your next visit easier.

When you access the Website, we may place a number of cookies in your web browser. We use both session and persistent cookies to track how you use and experience our Website, build anonymous statistical data about how our website is performing, and to power the personalisation of our website content to you.

In addition to our own cookies, we may also use various third-party cookies to report usage statistics of the Website, deliver advertisements on and through the Website etc

If you would like to delete cookies or to instruct your web browser to delete or refuse cookies, please visit the help pages of your web browser. Please note that if you delete cookies or refuse to accept them, you may not be able to access or use all of the features that are available on the Website, you may not be able to store your preferences, and some of our pages may not display as intended.

## **12. Contacting the Jovian Foundation**

You may contact the Jovian Foundation at the following e-mail: [info@jupiterchain.tech](mailto:info@jupiterchain.tech) at any time to:

- (a) ask questions about how the Jovian Foundation is using your Personal Data;
- (b) request for access to information that the Jovian Foundation may have on you,

including to be provided with a copy of your Personal Data;

- (c) request for the restriction of the processing of your Personal Data;
- (d) withdraw your consent to the disclosure, dissemination, transfer, usage or processing of your Personal Data;
- (e) correct your Personal Data in the records of the Jovian Foundation; and/or
- (f) delete any or all of your Personal Data in the records of the Jovian Foundation.