



SYNTERIUM

PRIVACY POLICY

E-TRADE HUB (hereinafter “We”, “Synterium”, “Synterium Service”) aims to maintain the confidentiality and security of personal data and other information that we obtain from users of our services. In this regard, each user of the Synterium Service must read this Privacy Policy (hereinafter the “Policy”, “Privacy Policy”).

If you (hereinafter “You”, “User”) want to use the Synterium Service you must fully and unconditionally accept all the terms of this Privacy Policy before using the service.

Synterium Service is the computer system available for remote use through a web site <https://www.synterium.com/>.

1. GENERAL PROVISIONS

1.1. This Privacy Policy informs you of the way we collect, store, modify, use and protect your personal data and other confidential information received from the users of Synterium Service.

1.2. This Privacy Policy is directly related to the “Terms and conditions” which you also need to consider and accept before using the Service.

1.3. By using Synterium Services, you agree to the terms of this Policy, and authorize Synterium to receive, store, process and use your personal data and other information that Synterium receives while you use the Service in accordance to this Privacy Policy.

1.4. Synterium Services are intended for general audiences and not for children. We do not knowingly collect personal information from children and if we become aware of such collection, we will take reasonable steps to delete any such information as soon as practicable.

1.5. In order to get full access to personalized Service features you need to create an account in the Service, providing us with complete and accurate information about Yourself. In the result of registration, a virtual Personal account is created in the Service, through which the Service is used.

1.6. When you use Synterium Services that are connected to the Internet, we may collect certain information as described below for such purposes as improvement of our products and software services, troubleshooting bugs, providing the services, managing the services, security and monitoring purposes, tracking and analyzing usage, providing content for referring traffic sources and improving overall performance of the services. We may use third party analytics providers and technologies, including cookies and similar tools, to assist in collecting this information.

1.7. The specific types of information collected will depend upon the Services you use, how you use them, and what you choose to provide and may include your full name, email address, phone number, product serial number, home address, mobile phone number, credit card information, shipping address, gender, birth date, zip code and other data that will be available to Synterium. We also collect information you choose to include in your Synterium account.

1.8. This Privacy Policy does not regulate the receipt, storage, processing, use and disclosure of your personal data by third parties - companies and organizations that are not in our possession or under our control, as well as by individuals who are not Synterium employees, even if you receive access to web sites, goods or services of these individuals through Synterium Service.



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2. INFORMATION THAT WE COLLECT AND PROCESS

2.1. The information that we collect, store and process includes your contact information which you provide while registering in the Service: name, surname, email address, phone number, your identification details in payment system you use to pay for our Service, messages you use to communicate with us and with Subscribers using the Service, as well as other information described in this Policy.

2.2. We receive your personal data from you via our Service and e-mail, however, in some cases, we can get this information from other persons. We only collect information that is necessary for the purposes of our business relationship with you. We do not collect information that applicable law prohibits to collect. We also do not collect information in ways prohibited by applicable law.

2.3. Synterium Service is directly related to the acquisition of Personal and Information data and its subsequent storage, processing and use within your Personal account.

2.4. If you are a registered member or partner in a project or partnership that use Synterium Service, then by agreeing with this Privacy Policy you also consent to taking action regarding the photo and video of you, including (without limitation) collecting, organizing, accumulating, storing, clarification (updating, modification), use, publication, depersonalization, blocking of photo and video materials provided by you personally or by relevant projects or partnerships, as indicated above. If you do not agree with the provision of this section of this privacy policy, or if such disagreement arises in the future, you can at any time exercise your rights as described in Clause 5 of this Privacy Policy.

3. THE PURPOSE OF THE COLLECTION AND USE OF DATA

3.1. At registration in the Service we ask you to fill out a registration form and list in it some of your personal data. We use this information for further communication with you.

3.2. The purpose of collecting the Personal Data and Information materials is to provide you with services that you have requested through the Service. We will not use your Personal data and Information materials for purposes that are not related to our Service.

3.3. If you purchase our paid service, we will ask you to fill out the order form, stating the contact details and financial personal data. Contact details contains: your name, surname and email address. Financial data contains data that you use to deliver an electronic payment (such as credit card number and its expiration date). Financial data is encrypted. We will use this data to complete your orders and prepare an invoice. If we have a problem while performing an order, we will use this information to contact you.

3.4. We will send you information about products, services, special offers and promotions provided by the Service, as well as other information, related to the work of the Service and the services it provides. If you do not wish to receive such information, please, notify us about that by using the Service functions or by contacting us via e-mail.



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4. DATA TRANSFER

4.1. We do not provide Personal data and informational data to third parties without the consent of its owner, except for the following cases:

After receiving approval of Personal data owner on relevant actions with this data if such actions and their conditions are not regulated by this Policy;

If transfer of personal data is required to complete your order or request;

If it is required to comply with applicable laws, to execute queries and requests of judicial, law-enforcement bodies and other public authorities.

In case, when we believe you violate the Policy or Terms of the Service, as well as terms of other contracts and agreements concluded between you and Synterium.

4.2. In case of merge, acquisition or sale of assets of Synterium to another company, your Personal data and Information materials may be transferred with the assets.

5. ACCESS TO DATA

5.1. At any time, you may ask us to provide you with all your Personal data that we store in hardware and software complexes of Synterium. We will try our best to respond to such request.

5.2. If your personal data has changed or you do not wish to use Synterium Service anymore and you want to remove all your personal data and your Information materials, you may modify, update, disable or remove such data using functions of Personal account or send us a request via email to do so. It can be refuse to permanently delete your data in cases provided for by applicable law.

5.3. If your personal data, that the Service stores and processes, has changed, you will need to make appropriate changes in the Service, since use of outdated data can reduce the quality of the services we provide, or may result in the inability to use the Service.

6. DATA STORAGE AND SECURITY

6.1. Synterium will take all reasonable precautions to protect your Personal data and Information materials stored by the us, from loss, corruption, or unauthorized use. This includes physical, technological and software security measures. Synterium does all the effort to protect them immediately upon this data are transfer to our Service.

6.2. However, you shall realize that there is no way to transfer data via the Internet or store data in digital format 100% secure. Thus, despite our efforts, we cannot guarantee you absolute protection of data Synterium receives from you.

Also, if you lost or failed to provide the security and confidentiality of your data for the Service authorization (login and password), third parties may gain unauthorized access to your Personal account, Personal data and Information materials that is stored in the Service.

6.3. We will store your personal data and Information materials as long as your account is active, for the time necessary to provide you with Services, dispute resolution and performance of our mutual agreements. We can store your personal data and information materials up to ten years after the cancellation of your account.



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7. NON-PERSONALLY IDENTIFIABLE INFORMATION

7.1. Synterium Website uses cookies and other technologies that help us to monitor the Service users' activity. Cookie is a piece of data, automatically created by the Service and stored in the Service users' computer in the form of one or more files. Cookies are individual, but do not contain your personal data.

7.2. You can block cookies download at any time, but it may cause inaccessibility of some Service functions to you.

7.3. When using the Service, we receive and store data that does not identify particular individual and are not personal: IP-address of the user, the version of the operating system, the software installed, its version, other technical and system data, etc. We use this information to monitor and analyze trends, administer the Service, track user movement on the Website, and gather demographical and geographical information about our user base in general. We do not link this information with personal data.

7.4. Our privacy statements set out in this Policy shall not apply to cookies of third parties and we have no access to or control over these files.

7.5. For more information about cookies, including how to see what cookies have been set and how to manage, block and delete them, see www.allaboutcookies.org.

8. FINAL PROVISION

8.1. Hereinafter, in connection with the extension or change of the Service functions, as well as with change of its providing procedure, this Privacy Policy will be amended. We will notify you of such by posting a notice in the Service.

8.2. All changes made to this Policy will be available as a new version on this page. In any case - by using the Service, you confirm your agreement with the terms of the Privacy Policy in the version in force at the time of your use of the Service.

8.3. If you do not fully understand the terms of this Policy, before starting to use the Service, you may contact us to get all the necessary clarifications. By completing the registration form on the Website and/or by using the Service and /or by accepting the terms of this Privacy Policy by other means, you agree that you understand its provisions and you have received from us all the necessary clarifications.

9. LEGITIMACY

You can use the Synterium Service only if it is legal to do so in your country of residence. By agreeing with this Privacy Policy, you represent and warrant to E-Trade Hub that this privacy policy does not violate any laws or regulations applicable to you. If you are not sure, before agreeing to this privacy policy, you should get a confirmation from your lawyer. You completely exclude from liability and do not allow E-Trade Hub and its affiliates to be liable for any losses that may be affected by E-Trade Hub and its affiliates as a result of your violation of this section.



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10. JURISDICTION

Any dispute arising out of or in connection with these Terms (including a dispute relating to the existence, validity or termination of these Terms) shall be referred to the courts of Poland subject to the applicable jurisdiction rules.

10. GOVERNING LAW

The construction, validity and performance of these Terms and all non-contractual obligations arising from, or connected with, these Terms shall be governed by Polish law.

07 December 2017