

PRIVACY NOTICE

SWORN LAB LTD

Date: **October 3rd, 2024**

The security and protection of your Personal Data is a priority of Sworn Lab Ltd, registered under identification number CHE-192.033.433, with registered offices Route de Gilly 30, 1180 Rolle (the “**Company**”), operating SWØRN Platform (the “**Platform**”).

This Privacy Notice aims to explain our practices with respect to Personal Data we Collect and Process in connection with your relationship with us.

This Privacy Notice is applicable to all data subjects whose Personal Data we Collect and Process, including Visitors of the Website, Representatives of our customers, and End-Users of our Services (all together referred as the “**Data Subjects**”).

This Privacy Notice should be read in conjunction with the Terms of Services provided by the Company.

The Company uses privacy by default standards and undertakes to store and Process the Personal Data of the Visitors and/or Users in a secured manner and with all appropriate care and attention in accordance with all the Applicable Laws as stated in Appendix A, especially the Swiss Federal Act on Data Protection (**FADP**).

1. DEFINITIONS

The definitions available in **Appendix A** to this Privacy Notice are applicable to the capitalized terms of this Privacy Notice.

Capitalized terms not defined in this Privacy Notice have the meanings set forth in the Terms.

2. SCOPE

The Company provides this Privacy Notice to describe its procedures regarding the Processing and Disclosure of Personal Data Collected by the Company.

This Privacy Notice shall apply to any use of the Website and the use of the Services, whatever the method or medium used. It details the conditions under which the Company may Collect, keep, use, Process and save information that relates to Visitors of the Website or Users of the Services of the Company (referred together as the “**Data Subjects**”).

3. ACCEPTANCE

By browsing the Website or using the Services, the Visitor and/or User acknowledges that he/she has read and understood this Privacy Notice and agrees to be bound by it and to comply with all Applicable Laws.

IN THE EVENT OF NON-ACCEPTANCE OF THIS PRIVACY NOTICE, ALL USE OF THE WEBSITE AND/OR SERVICES MUST CEASE IMMEDIATELY.

4. PROCESSING PRINCIPLES

While Processing Personal Data, the Company will be guided by the following principles:

4.1. Fairness and lawfulness

When Processing Personal Data, the individual rights of the data subjects will be protected. Personal Data will be Collected and Processed lawfully, in a fair manner, in good faith and will be proportionate to the objective.

4.2. Restriction to a specific purpose

Personal Data Processed by the Company will 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.

4.3. Transparency

The data subject is informed of how his/her/its Personal Data is being Processed. This Privacy Notice informs the data subject of:

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

Generally, the data subject shall obtain this information for any other Personal Data Collected which are not listed in this Privacy Notice.

4.4. Accuracy

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

5. COLLECTED DATA

This Privacy Notice applies to all Personal Data that is Collected by the Company:

- through the Website;
- through the use of the Services.

5.1. Use of the Website without contacting the Company

While browsing the Website, the Company may collect information such as the IP address of the Visitor, the length of time he/she spends on the Website, the browsing history, the device used and other such general information (the "**Cookies Data**"), in accordance with the Cookies Policy.

5.2. Use of the Website with contacting the Company

The Data Subject may contact the Company through the Website by contacting us via email. The Data Subject may contact the Company by using other media channels such as social media. All Personal Data shared in the context, which includes (i) contact information, (ii) content of the messages to the Company, will be Collected and Processed by the Company.

5.3. Personal Data Collected in the provision of our Services

The SWØRN Platform (the "**Platform**") is a service that allows Users to purchase node licenses (the "**Node Licenses**") and operate nodes (the "**Nodes**") across various blockchain environments. The Platform also enables Users to delegate the maintenance and operation of these Nodes to the Company, which may further delegate these tasks to third-party service providers.

To access and utilize the Services provided by the Platform, Users are required to complete a registration process and create a user account (the "**Account**").

The Company will Collect Personal Data concerning the User, primarily comprising, but not limited to, the following:

a. Account information

When You register as a User and create your Account on the Platform, you will connect your Google account. During this registration process, the following Personal Data will be Collected:

- First name;
- Last name;
- Email address;
- Language preference;
- Profile picture.

(the "**Registration Data**").

b. Wallet information

During the registration process, Users may choose to connect an EVM-compatible wallet to their Account or save this step for later. Should You choose to connect their wallet, the following Personal Data may be Collected:

- Public wallet address;
- Transaction history;
- Blockchain interactions;
- Technical data.

(the “**Wallet Data**”)

c. Wallet Generation

If a User does not have an EVM-compatible wallet, the Platform will generate one on their behalf. The wallet will be provided by a third-party service provider and the terms and conditions of the Wallet Provider will apply.

After the Wallet generation, the Company will Collect the Wallet Data.

d. Activities on the Platform

When Users access the Services, the Company collects the following Personal Data:

- Services requested by the User and all Personal Data shared in the provision of the Services, including the Personal Data required for fulfilling the Node-as-a-Service Agreement (NaaS) contracted with a third-party company;
- transaction data, including the purchase of Node licenses, payment information, and transaction time stamps;
- usage data, such as how Users interact with the Platform’s features (e.g., browsing history, clicks, page views, session durations, and activity timestamps);
- technical data related to the User’s device and connection to the Platform;
- blockchain interaction data, including information related to Node operations, connected wallets, blockchain transactions and rewards generated by the User;
- communication data, including the content of communications with the Platform (such as customer support inquiries, email correspondence, and support tickets);
- any other relevant information captured or obtained during the User’s use of the Platform.

This activity information is collectively referred to herein as “**Platform Data**”.

5.4. Payment Data

Payments made through the Platform, whether via fiat currency (e.g., credit card) or cryptocurrency, are processed by third-party Payment Providers. The Company does not directly process or store any sensitive payment information, such as credit card numbers or private cryptocurrency keys.

Instead, the following data may be collected and handled by our Payment Providers:

1. **Fiat currency payments (credit card):** when paying via credit card or other fiat currency methods, Users' payment data—including credit card details, billing information, and transaction amount—are securely handled by the Payment Provider in compliance with applicable data protection laws and regulations. The Company receives only confirmation of payment and transaction details necessary to complete the order, such as the payment status and transaction ID.
2. **Cryptocurrency payments:** when making payments in cryptocurrency, the Platform collects and processes the public wallet address and transaction details, including the amount and status of the transaction. No private keys or sensitive wallet information are accessed or stored by the Platform nor by the Company.

By using the Platform, Users agree to the collection, storage, and processing of their payment data by the Payment Providers. The Company does not assume responsibility for the handling of payment data by these third-party providers, and Users are encouraged to review the privacy policies of the Payment Providers used to process their payments.

6. USE OF COLLECTED DATA

The following paragraphs detail the purposes for which the Company Collects and Processes the Data Subjects' Personal Data, as specified in Article 5 of this Privacy Notice.

6.1. Legitimate interest

The Company has a legitimate interest to Process Visitors' and/or Users' Cookies, to actively monitor, investigate, prevent and mitigate any potentially prohibited or illegal activities, and/or violations of the Terms or the Applicable Laws.

In addition, the Company Processes Visitors' and/or Users' Cookies to know who uses the Website, to ensure that there is no cyber-security threat, as well as to have an initial verification of the Users that use the Website. The Company uses the geographical location information of the Visitor and/or User to ensure that the Website and/or the Platform will not be used in a country/area where it is expressly prohibited for the Website and/or the Platform to be used.

The Company also Processes Visitors' and/or Users' Cookies to evaluate the use of the Website and/or the Platform, to optimize and improve the Website and/or the Platform, as well as to analyze the preferences and the patterns of each User to personalize User's experience of the Website and/or the Platform.

6.2. Contract

The Company will Process the Registration Data, Wallet Data, Payment Data and Platform Data in direct connection with the conclusion or the performance of the contract with Users, and with the Terms of use of the Services, to which Users are parties when they use the Services and/or the Platform.

Indeed, Collecting and Processing the Registration Data, Wallet Data, Payment Data and Platform Data enable the Company to provide its Services. Therefore, Data Subjects understand that without this Collection and Processing, the Company would be unable to provide its Services on the Platform.

6.3. Consent

a. *Generality*

The Data Subject is free to communicate to the Company the Personal Data he/she/it desires. By voluntarily communicating his/her/its Personal Data to the Company, the Data Subject expressly Consents that the Company Processes the Personal Data shared with the Company.

In any case, Data Subjects agree that the Company may Process:

- Cookies data which are not Processed on the basis of a legitimate interest as specified in the Cookies Policy;
- The Personal Data listed under Article 5.2 of this Privacy Notice, to answer to the question asked by the Data Subject whilst entering into contact with the Company;
- The Personal Data listed under Article 5.3 of this Privacy Notice, the Registration Data, Wallet Data, Payment Data and Platform Data, to provide its Services.

For the sake of clarity, the Company also Collects and Processes all the Personal Data the Data Subject freely and voluntarily indicates in any communication with the Company, either by phone, by email or by mail, as long as said Personal Data is required to provide an answer to a Data Subject, to help the User in his/her/its use of the Platform and/or Services, as well as to provide the Data Subject with any other kind of service.

b. *Communication with the Company (Article 5.2)*

For the purpose of allowing the Data Subject to contact the Company, the latter needs to Process the Personal Data described under Article 5.2 (a) of this Privacy Notice. By contacting the Company and providing the mandatory Personal Data, the Data Subject expressly Consents with the use of his/her/its mandatory Personal Data listed under Article 5.2 (a) of this Privacy Notice.

The Data Subject is not obliged to communicate the optional Personal Data listed under Article 5.2 (b) of this Privacy Notice but if he/she/it does, the Data Subject expressly Consents with the use of his/her/its optional Personal Data listed under Article 5.2 (b) of this Privacy Notice.

c. *Personal Data Collected in the provision of the Services (Article 5.3)*

For allowing Users to use the Platform and the Services provided by the Company, the latter needs to Process the Personal Data described under Article 5.3 of this Privacy Notice.

By getting access to the Platform and the Services provided by the Company, through his/her/its Account, and providing the Company with information, the User expressly Consents with the use of his/her/its Personal Data.

By providing his/her/its Personal Data to the Company, User hereby expressly Consents with the use and Processing of his/her/its Personal Data communicated in accordance with the terms of this Privacy Notice and this Article 6.3.

7. DATA DISCLOSURE

The Company may disclose Data Subject's Personal Data under some circumstances specified in this Article. In any case, the Company shall ensure that an adequate protection is guaranteed for Data Subject's Personal Data, especially by using data transfer agreements or data processing agreement (if needed).

In some specific cases, when the level of protection is not guaranteed, the Company will obtain Data Subject's prior Consent or establish with the Recipient of Personal Data a contractual framework or sufficient safeguards that ensure an adequate level of protection abroad, especially by using Standard Contractual Clauses. The Data Subject may request access to a copy of these safeguards by contacting the Company. The Data Subject shall be informed of any cross-border transfer in the event that it occurs.

The development and maintenance of the Website and the Platform, the provision of the Services, and the storage of Personal Data may require that Personal Data is ultimately transmitted to, and/or stored at a destination outside of Data Subject's country of residence. Where permitted by law, by accepting the terms of this Privacy Notice, Data Subject accepts that this transmission and disclosure may occur.

7.1. IT Service Provider

The IT Service Provider, (which includes its employees, directors, representants, affiliates and partners) may have access to some of the Data Subject's Personal Data in the development, operation and/or maintenance of the Website and the Platform.

The services agreement between the Company and the IT Service Provider guarantees that data protection principles are respected and that the services are provided in accordance with the present Privacy Policy.

The Data Subject understands and expressly Consents that IT Service Provider and hosting provider may Process his/her/its Personal Data in accordance with the services agreement between the parties and, more generally, in accordance with the Swiss and international data protection laws.

7.2. Storage of Personal Data

The Company stores Personal Data in its servers located in Switzerland.

7.3. Provision of the Services

The Company may share Users' Personal Data with third-party service providers and partners, as necessary to provide and maintain the Services. Specifically, the Company may share Personal Data with:

- a. Third-Party Service Providers responsible for wallet generation and payment processing, who require certain Personal Data to deliver their services securely and in compliance with applicable laws.
- b. Third-Party Blockchain Networks from which Node licenses are sourced, for the purposes of facilitating the purchase, licensing, and operation of Nodes on their respective networks. This may include sharing relevant transactional and identification data necessary for the interaction with these networks.

- c. Operation and Maintenance Partners: service providers or partners to whom the Company may delegate the operation and maintenance of Nodes. This includes sharing necessary data to ensure the proper functioning, security, and management of the delegated Nodes.

The Company ensures that all third-party Recipients of Personal Data Process such data in accordance with Applicable Laws and take appropriate measures to protect the integrity and security of the data.

7.4. Public or regulatory authorities

If required from time to time, the Company may disclose Personal Data to public authorities, regulators or governmental bodies, including when required by law or regulation, under a code of practice or conduct, or when these authorities or bodies require the Company to do so.

8. RETENTION OF USER'S PERSONAL DATA

In accordance with Applicable Laws, the Company will use Data Subject's Personal Data for as long as necessary to satisfy the purposes for which Data Subject's Personal Data was Collected and/or to comply with applicable legal requirements.

9. SECURITY OF DATA SUBJECT'S PERSONAL DATA

The Company applies high industry standards and will always apply adequate technical and organizational measures, in accordance with Applicable Laws to ensure that Visitors' and/or Users' Personal Data is kept secure.

In the event of a Breach, the Company shall without undue delay, and where feasible, notify the Breach to the Federal Data Protection and Information Officer, unless said Breach is unlikely to result in a risk to Data Subject's rights and freedoms. If the Breach is likely to result in a high risk to Data Subject's rights and freedoms, the Company shall communicate the Breach to the Data Subject, if it is necessary or when the Federal Data Protection and Information Officer demands it, if it is feasible, without undue delay.

In the cases where GDPR is applicable, in the event of a Breach, the Company shall without undue delay, and where feasible, not later than seventy-two (72) 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 Data Subject's rights and freedoms. If the Breach is likely to result in a high risk to Data Subject's rights and freedoms, the Company shall communicate this Breach to the Data Subject, if it is feasible, without undue delay.

The Company shall not be held liable for any Breach that occurs due to unforeseen circumstances beyond the reasonable control of the Company, including but not limited to natural disasters, acts of war, terrorism, cyber-attacks by third parties, or other events of force majeure. In such instances, the Company is absolved from all liability provided that it has exercised due diligence and adhered to generally accepted industry standards in safeguarding personal data.

10. 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 Applicable Laws and protect Data Subject's rights.

The Company will implement appropriate technical and organizational measures, in order to ensure 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 Data Subject's Personal Data the Company Collects, the extent of their Processing, the period of storage and their accessibility. These measures will ensure that by default User's Personal Data is not made accessible without Data Subject's intervention to an indefinite number of third parties.

11. DATA SUBJECT'S RIGHTS

The Data Subject has the right to information regarding the data Processed about him/her/it. Indeed, the User has the right to request access to or information about his/her/its Personal Data which are Processed by the Company. The Data Subject may visualize the Personal Data the Company Collects and Processes in his/her/its profile information on his Account profile of the Platform.

Where provided by Applicable Law, the Data Subject, his/her successors, his/her/its representatives and/or proxies may (i) request deletion, correction or revision of Data Subject's Personal Data; (ii) oppose the data Processing; and (iii) limit the use and Disclosure of Data Subject's Personal Data.

Where the Company Processes Data Subject's Personal Data on the basis of his/her/its Consent, Data Subject has the right to withdraw that Consent at any time. The withdrawal of Consent shall not affect the lawfulness of Processing based on Consent before the withdrawal.

The Data Subject has the right to request erasure of his/her/its Personal Data that: (i) is no longer necessary in relation to the purposes for which it was Collected or otherwise Processed; (ii) was Collected in relation to Processing that Data Subject previously Consented to, but later withdraw such Consent; or (iii) was Collected in relation to Processing activities to which Data Subject objects, and there are no overriding legitimate grounds for the Company Processing

The Data Subject may request to receive his/her/its Personal Data in a structured, commonly used and machine-readable format, and to have the Company transmit Data Subject's Personal Data directly to another Data Controller, where technically feasible, unless exercise of this right adversely affects the rights and freedoms of others (Portability of Personal Data).

In certain circumstances the Company may Process Data Subject's Personal Data through automated decision-making, including profiling if this should occur.

Where this takes place, Data Subject will be informed of such automated decision-making that uses his/her/its Personal Data, be given information on the logic involved, and be informed of the possible consequences of such Processing. In certain circumstances, Data Subject can request not to be subject to automated decision-making, including profiling.

The right to request information about the data Processed, and the rights to deletion, correction or revision of a User's Personal Data may be exercised by the User, through its Account's profile on the Application.

All the above-mentioned rights can be exercised by contacting the Company at: *admin@sworn.network* attaching a copy of User's ID. If the request is submitted by a person other than the User, without providing evidence that the request is legitimately made on Data Subject's behalf, the request will be rejected.

The request is free of charge unless User's request is unfounded or excessive. In such a case, the Company may charge the Data Subject 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.

12. DATA CONTROLLER

The Company is the Data Controller of the Data Subject's Personal Data listed under Article 5 of this Privacy Notice.

13. CHANGES TO THE PRIVACY NOTICE

The Company may modify this Privacy Notice from time to time and will post the most current version on the Website and/or Platform.

14. LINKS

The Website may contain links which direct the Data Subject to third party websites, applications, third parties' content, and may also contain information about third parties and/or third parties' content.

The Company rejects any liability relating to the privacy policy in force on said third party websites or applications, the collection and use of User's 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 the Website and/or Platform could imply downloading or using third party applications. Under no circumstances the Company shall be liable for the utilization of third-party applications, especially regarding the Personal Data protection rules.

15. JURISDICTION AND GOVERNING LAW

This Privacy 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 Privacy Notice must exclusively be brought before the courts of Lausanne, Switzerland, subject to possible recourse to the Federal Court.

16. CONTACT

To ask questions or make comments on this Privacy Notice or to make a complaint about the Company's compliance with Applicable Laws, please contact the Company through:

- admin@sworn.network or
- Sworn Lab Ltd
Route de Gilly 30
1180 Rolle
Switzerland

The Data Subject can also complain about the Processing of his/her/its Personal Data to the Office of the Federal Data Protection and Information Commissioner: FDPIC, Feldeggweg 1, 3003 Bern, Switzerland.

The Data Subject understands that communicating by email/phone may not ensure confidentiality, integrity and authenticity. The Company will not answer any request which will be considered unsafe or not ensuring Data Subject's identity authenticity.

APPENDIX A - DEFINITIONS

Capitalized terms defined in the Terms of the Platform shall also apply to this Privacy Notice and be incorporated by reference.

Applicable

Laws means all the applicable laws that may apply to the User or the Company in the context of the use of the Website and/or Platform, particularly, within the context of this Privacy Notice, the laws and regulations related to data protection such as Federal Act on Data Protection (RS 235.1) (the “**FADP**”), the Ordinance on Data Protection (RS 235.11) (the “**DPO**”) and, where applicable, the General Data Protection Regulation (the “**GDPR**”).

Account means the account of a User on the Platform.

Breach means 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.

Collect means a systematic approach to gathering and measuring Personal Data from the User to achieve a given result. The term “**Collection**” shall be the nominative reference to the term Collect.

Company means Swørn Lab Ltd, a company duly registered in Switzerland with company registration number CHE-192.033.433, with a registered address at Route de Gilly 30, 1180 Rolle

Consent means 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 his/her/its Personal Data.

Content means all the content submitted by Users through using the Application. Content includes, without limitation, text, documents, images, graphics, logos, sounds, artwork, audio and video clips. Content is owned by Users and their organization.

Cookies means a piece of information that is placed automatically on Visitors’ and/or User’s electronic device’s hard drive when he/she/it accesses the Website or the Platform and which is listed in the Cookies Policy.

Data Controller means a 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 the Company.

Data Portability means the right of the Data Subject to receive his/her/its Personal Data in a structured, commonly used and machine-readable format and the right to transmit that Personal Data to another Data Controller without hindrance from the Company.

Data Processor means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller.

Data Subject(s) refers to any individual whose personal data is collected, stored, or processed by the Company. In the context of the Platform, this includes Visitors to the Website, as well as Users who register for and use the Platform’s Services, such as purchasing Node licenses or interacting with the Platform’s features.

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| Disclosure | means making Personal Data accessible, for example by permitting access, transmission or publication. |
| IT Service Provider | means the natural or legal person who is in charge to developing, operating and maintaining the Website and the Platform and the nodes on behalf of the Users. |
| Payment Provider | refers to a third-party service responsible for processing payments made via credit card or cryptocurrency wallet through the Platform. These providers ensure secure transactions and handle the necessary payment and personal data in compliance with applicable laws. |
| Personal Data | means any information relating to an identified or identifiable natural or legal person, an identifiable 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 person. The types of Personal Data Collected and Processed by the Company are outlined in article 5 of this Privacy Notice. |
| Privacy Notice | means this Privacy Notice in its current and subsequent versions. |
| Process(-ing) | means 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 Personal Data. |
| Platform | refers to the online Platform made available by the Company to its customers to use its Services |
| Recipient | means a natural or legal person, public authority, agency or another body, to which the Personal Data is disclosed or made accessible, whether a third party or not. |
| Representative | refers to any natural person acting on behalf of an organization or company that is a customer of the Company, within the context of their business relationship. |
| Services | means the services provided by the Company through the operation of the Platform that are (i) the sale of node licenses and (ii) the delegation of their operation and maintenance. |
| Standard Contractual Clauses | means the standard contractual clauses set out in the Annex of the Commission implementing decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council. |
| Terms | means the terms of use of the Website and/or Application, available at the following URL: www.swornlab.com/terms . |
| User(s) | means any natural person acting on his/her own behalf or any natural person acting on behalf of a legal person who makes use of the Platform which is available on the Website. |
| Visitor(s) | means any natural person browsing the Website. |

Website means www.swornlab.com.

We/Us means the Company, Sworn Lab Ltd, acting as the Data Controller.