



VENTUREBAY

# Privacy Policy

SA Registration Number: 2022/25321707

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At VentureBay, we value your privacy and strive to protect your personal data.

We will only collect and use your personal data as outlined in this Privacy Policy, our Cookie Policy and our Terms of Service

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## Introduction

1. This Privacy Policy, together with our Terms of Service, available at [www.VentureBay.online](http://www.VentureBay.online), and any other documents referred to, as issued by VentureBay SA, a limited company incorporated in South Africa with registration number 2022/253217/O7 and its affiliates (collectively, "VentureBay" or the "Company"), explains how VentureBay collects, uses, shares and stores the information that you provide when you visit our website, located at [www.VentureBay.online](http://www.VentureBay.online) (the "Site"), a VentureBay mobile application (the "App"), any VentureBay API directly or through a third-party application ("API", or buy a VentureBay product (collectively, "VentureBay" or our "Services").
2. Any queries relating to VentureBay's Privacy Policy and any reference made to an email address in the paragraphs below should be directed to [support@VentureBay.online](mailto:support@VentureBay.online) .
3. Please read this Privacy Policy in its entirety before using our Services.
4. VentureBay respects your privacy regarding any information we may collect while operating our Site. This Privacy Policy applies to <https://VentureBay.online> (hereinafter, "us", "we", or "https://VentureBay.online"). We respect your privacy and are committed to protecting personally identifiable information you may provide us through the Site. This Privacy Policy explains what you can expect from us and what we need from you in relation to your Personal Information. This Privacy Policy applies to any Product or Services offered by VentureBay.
5. We may amend this Privacy Policy at any time by posting the amended version on this Site and noting the last revised date of the amended version. We may announce material changes to this Privacy Policy via email. By visiting the Site you are accepting and consenting to the practices described in this Privacy Policy.

## Definitions

The following words and expressions used in this Privacy Policy have the following meanings as set out below:

1. "**Account**" or "**VentureBay Account**" means the account of a Customer with VentureBay which is created when a Customer registers with us by completing the registration form available on the Platform and agreeing to all the Terms herein.
2. "**Account Holder**" shall mean the person and/or entity holding a VentureBay Account on the Platform.
3. "**Affiliates**" shall include, but not be limited to VentureBay SA Limited.
4. "**AML Documentation**" means the documentation required to be provided by the Customer as required by the rules and regulations of the South-Africa and

from time-to-time other jurisdictions.

5. **“Applicable Data Protection Laws”** means the South Africa’s Protection of Personal Information Act of 2015 (“POPIA”) and any other applicable data protection legislation.
6. **“Business Day”** shall mean any day other than a Saturday, Sunday or official public holiday within South Africa.
7. **“Broker”** means a person or entity who makes or submits/places Orders on behalf of other registered individuals or legal entities.
8. **“Commission”** or **“Fees”** refers to a payment made to VentureBay in exchange for the use of our services.
9. **“Competent Person”** refers to somebody who is of sound mind that has the knowledge to recognise and to educate themselves about the potential risks of using our Platform.
10. **“Customer”, “Your”** and **“You”** means a user of the Platform who makes or places an Order via the Platform or operates a VentureBay Account.
11. **“Digital Asset”** is a digital representation of value (also referred to as “Cryptocurrency,” “Digital Currency,” or “Digital Asset,” or “Virtual Token,” or “Crypto Token,” or “Virtual Asset,” or “Digital Commodity”). Collectively Digital Assets means any digital asset which we support on the Platform, including but not limited to Bitcoin, Ripple, Ethereum, Stellar and Bitcoin Cash, etc.
12. **“External Address”** or **“External Account”** shall mean an Account Holder’s, or third party’s, external Cryptocurrency wallet address.
13. **“Effective Account Date”** is the date upon which you register and this Agreement or “Terms of Service” takes effect.
14. **“Fiat”, “Fiat Currency”** or **“Fiat Funds”** means any national government issued currency (for example ZAR) but not any Cryptocurrency that may be used to purchase or sell Cryptocurrencies via the Platform.
15. **“Financial Account”** means any money services account, such as a current or cheque account, of which you are the beneficial owner that is maintained by third party financial institutions.
16. **“Force Majeure”** shall mean any circumstance which is beyond the reasonable control of the Party giving notice of the force and which could not reasonably have been foreseen by such Party when entering into these Terms, including but not limited to war (whether declared or not), revolution, invasion, insurrection, riots, civil commotion, mob violence, sabotage, blockage, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, Qood, drought, wind, lightning or other

adverse weather conditions, epidemic, quarantine, accident, breakdown of machinery or facilities, strike, lockout or labour dispute, server downtime, acts or restraints of government imposition, or restrictions of or embargoes on imports or exports.

17. **"Funds"** means supported Cryptocurrency and/or accepted Legal Tender.
18. **"Fund Manager"** means an authorised person and legally registered entity who makes or places Orders on behalf of their own investors according to an investment mandate.
19. **"Global Matching Liquidity Pool"** shall include, but not be limited to, all reputable global trading exchanges, private placements, auctions, OTC trading markets, decentralised trading technologies and private dealers.
20. **"Global Liquidity Provider"** shall mean a participant in the Global Matching Liquidity Pool where VentureBay is able to source its Digital Assets on behalf of Customers.
21. **"KYC Documentation"** means the documentation required to be provided by the Customer in relation to Know Your Customer regulations of the South-Africa and from time-to-time similar regulations of other jurisdictions.
22. **"Legal Tender"** means any national currency, such as ZAR, that may be used in connection with a purchase or sale of Digital Assets via the Services, and does not include any Digital Asset.
23. **"Linked Bank Account/s"** shall mean the account/s elected by an Account Holder when an Account Holder deposits into or withdraws Fiat from its VentureBay Account, which details may be verified by a third-party identity verification system.
24. **"Money Manager"** or **"Broker"** or **"Fund Manager"** refers to an individual or entity responsible for managing an investment portfolio, providing investment advice and planning portfolio strategies either on behalf of a group of clients or companies.
25. **"Mutual Fund"** or **"ETC"** or **"ENT"** or **"EFTs"** or **"Collective Investment Scheme"** refers to any managed investment fund or product, whether tradable on a securities exchange or not, that pools money from multiple investors to purchase securities and other assets. These investors may be retail or institutional in nature.
26. **"Non-Personal Data"** means anonymous data that does not identify you specifically, including data collected automatically when you enter our Site. This may include cookies, pixel tags, web beacons, browser analysis tools, web server logs, operating system type, browser type, domain, and other system settings, as well as the language your system uses and the country and time zone of your

device. Our server logs may also record the IP addresses of the devices you use to interact with the Site. We may also collect information about a website you were visiting before you came to our Site and any website you visit after you leave our Site, if this information is supplied to us by your browser.

27. **“Party”** or **“Parties”** shall mean the Account Holder and/or VentureBay as the context requires.
28. **“Platform”** and **“Portal”** and **“App”** means the Platform on which the Services are rendered.
29. **“Referral Programme”** refers to the VentureBay Referral Programme which Rewards Referrers and Referees based on certain criteria.
30. **“Referee”** refers to an Account Holder who successfully registers on the Platform via an eligible and valid Referral link or code and places an Order. **“Referrer”** refers to an Account Holder who successfully refers a new Account Holder via an eligible and valid Referral code.
31. **“Reward”** refers to the monetary incentive which is due to the Referrer and Referee based on meeting the criteria of the **“Referral Programme”**.
32. **“VentureBay”**, **“we”**, **“our”** and **“us”** are references to two VentureBay Companies:
  - 32.1.1. VentureBay SA (pty) Ltd, a limited company incorporated in South Africa with registration number 2022/253217/O7
  - And
  - 32.1.2. VentureBay Limited, a limited company incorporated in South-Africa with SA registered number 2022/253217/O7.
33. VentureBay includes all VentureBay-branded websites, applications, services, or tools operated by the Company.
34. **“Services”** shall mean all Order, Investment Report, Storage, Account enquiries and queries relating to the use of the VentureBay Platform.
35. **“Settlement Date”** is the date when a trade is final, and the buyer or seller must make or receive payment respectively. VentureBay trades in real time with daily payout so the Settlement Date is the date when an Order is successfully executed.
36. **“Wallet”** shall mean an Account Holder’s VentureBay Account wallet.

Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she, they or it, are taken as interchangeable and therefore as referring to the same.

## Safeguarding Your Personal Information

1. VentureBay is responsible for the collection, use, disclosure, retention and protection of your Personal Information in accordance with our global privacy standards, this Privacy Policy, as well as any applicable national laws. VentureBay uses industry best practices to protect your data. Best practices include password protection, multi-factor authentication, digital encryption and remote storage to protect your information. VentureBay data controllers process and retain your Personal Information on our servers where our data centres are located, including the South-Africa, the European Union, and elsewhere in the world.
2. We take guarding your Personal Information very seriously and do what we must to protect it from unauthorised access, or unauthorised alteration, disclosure, or destruction. We maintain physical, electronic, and procedural safeguards that comply with the relevant laws and regulations to protect your Personal Information from unauthorised access, including encryption with SSL, the availability of two-factor authentication, and periodic review of our Personal Information collection, storage, and processing practices.
3. We do not allow anyone to access your Personal Information without permission or VentureBay-approved authorisation. We restrict access to your Personal Information, and separate Personal Information from factual identifiable information, to be accessed by authorised VentureBay employees, affiliates, and subcontractors on a need-to-know basis, and subject to reasonable confidentiality obligations binding such persons who have a legitimate business need for accessing such information. We continuously educate and train our employees about the importance of confidentiality and privacy of customer information. We constantly review our systems and data to ensure the best possible service to our users. We do not accept any users, or representatives of users, under the age of majority in your relevant territory or who otherwise do not have the relevant capacity to be bound by this Privacy Policy.
4. Any emails sent by VentureBay will only be in connection with the provision of our Services. We will not sell, share, or rent your Personal Information to any third party without your consent or use your e-mail address for unsolicited mail. In order to effectively render our Services to you, we share your information, where necessary, with website analytics services, identity verification and Know Your Customer (“KYC”) or Financial Intelligence Centre Act (“FICA”) partners, exchange platform and order book partners, payment gateways, regulators, authorised exchange control dealers and/or other regulatory authorities as required by law, as well as other service providers required to render our Services to you.
5. The Personal Information provided by you is, in some instances, given to us voluntarily, and in others, it is mandatory as VentureBay requires Personal Information to provide the requisite Services to you. Failure to provide such Personal Information to us when required may render VentureBay unable to

provide such Services.

6. Unfortunately, despite best practices and technical safeguards, the transmission of information via the internet is not completely secure. Although we do our best to protect your Personal Information, we cannot guarantee the security of your Personal Information during transmission, and any acts of transmission are at your own risk.

### **Our Relationship with you**

Depending on which country or region you have verified your VentureBay account in, you may be a customer of a specific VentureBay entity. References in this Policy to “VentureBay”, “we”, “us”, “our” or any similar term is to the relevant VentureBay entity you are a customer of. Here is a table which provides the information on which VentureBay entity who have contracted with:

<b>Country/ region</b>	<b>The VentureBay entity you are a customer of</b>	<b>Registered Address</b>
All countries	VentureBay SA Limited	Registered in South Africa with company number 2022/253217/O7

The VentureBay company that you contract with is your Data Controller. This means it is responsible for the collection, use, disclosure, retention and protection of your personal data in accordance with this Privacy Policy and all applicable laws.

### **Personal Information We Collect**

When using VentureBay, we may collect and use the following Personal Information about you:

1. First name;
2. Middle Name;
3. Surname;
4. Physical address, including country of residence;
5. Email address;
6. Mobile phone number;

7. Date of birth;
8. IP Address;
9. Digital currency public key,
10. Document scans,
11. Government identification number,
12. Proof of identity (e.g., driver's license, passport, or government-issued identity card);
13. An identification number issued by the government;
14. Credit Card Information (which may be collected through our third-party payment processor);
15. Personal Bank Account Details;
16. Social Media login account details, which may include Facebook, LinkedIn, and Twitter;
17. Other Personal Information or commercial and/or identification information; and
18. Whatever information we, in our sole discretion, deem necessary to comply with our legal obligations under various anti-money laundering ("AML") obligations. This will also include, from time to time, the requisite information and documents relating to your local territory's KYC or FICA processes.
19. When using the Service, information generated during use will be collected, including, but not limited to, the browser type and settings, environment information such as device data, as well as usage type and.
20. IP addresses, cookies, device information, date and time of visit, service usage records, and improper usage records may be generated and collected.
21. Additional personal information may be collected in the process of applying for events and prizes. If it is necessary to collect additional personal information, we will notify the user with regard to personal information to be collected, the purpose of collection and use of personal information, retention and use period of personal information and will request consent at the time of collection.
22. If you link a bank account or other payment method, VentureBay may collect your account number, routing number, bank card number, or other related account information. As VentureBay expands to add additional features, you may be prompted to provide additional information. When we deem it necessary for verification, legal, or other reasons, VentureBay may prompt you to provide additional contact information, biographic information, social security number or government-issued information including tax ID number, or financial information.



## Your Rights

1. Our clients' rights and our privacy standards are in line with Applicable Data Protection Laws.
- 1) During our practice of collecting Personal Information, you may have the following rights under Applicable Data Protection Laws and regulations:
  - a) Right of Rectification – You have the right to correct any Personal Information we hold on you that is inaccurate, incorrect, or out of date.
  - b) Right of Erasure (“right to be forgotten”) – You have the right to ask us to delete your data when it is no longer necessary, or no longer subject to a legal obligation to which VentureBay is subject to.
  - c) Withdraw Consent - You have the right to withdraw consent at any time, if processing of Personal Information is based on consent.
  - d) Portability – You have the right to transfer certain of your Personal Information between data controllers, for example, to move your Account details from one online platform to another.
  - e) Access - You have the right to access your Personal Information stored and processed by VentureBay. This may be done by emailing us using the address referred to in the introduction above.
  - f) Request – You have the right to request information: as to whether your Personal Information is being retained; regarding the purposes of the processing, the categories of Personal Information concerned, the data recipients, and any applicable retention periods.
  - g) If you believe that we have breached any of the terms of this Privacy Policy or Applicable Data Protection Laws, you undertake to first attempt to resolve any concerns you may have, by contacting our Information Officer (the Information Officer can be contacted at <https://www.justice.gov.za/infoereg/contact.html>) or data protection officer under the GDPR. If you are not satisfied with such a process, you have the right to take legal action and/or to complain to the requisite data protection authority in your territory.
  - h) Object - You have the right to object to processing of Personal Information, if such processing is based on legitimate interests and to object to the processing of Personal Information for direct marketing purposes, without impacting the data processing activities that have taken place before such objection.
  - i) Restrict/Suspend - You have the right to restrict/suspend processing of Personal Information to that which is strictly necessary for VentureBay to perform its Services to an Account Holder.

- j) All Personal Information collected is done so for a legitimate purpose in providing our Services to you. If you have any questions or would like to delete your Account with us or object to any of our information collection practices, please email us.

## **Cookies Policy & Non-Personal Data Collection Practice**

- 1.1. Our Site may aggregate and collect anonymous data that does not identify you specifically, including data collected automatically when you enter our Site, including the following:
  - 1.1.1. Location Information – Information that is automatically collected via analytics systems providers to determine your location, including your IP address and/or domain name and any external page that referred you to us, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system, and platform;
  - 1.1.2. Log Information – Information that is generated by your use of VentureBay that is automatically collected and stored in our server logs. This may include, but is not limited to, device-specific information, location information, system activity and any internal and external information related to pages that you visit, including the full Uniform Resource Locators (“URL”) clickstream to, through and from our Site (including date and time; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page;
  - 1.1.3. Account Information – Information that is generated by your VentureBay Account activity including, but not limited to, instructions regarding funding and disbursement, orders, trades, and Account balances; and
  - 1.1.4. Correspondence – Information that you provide to us in written or oral correspondence, including opening a VentureBay account, and with respect to ongoing customer support; and logging of phone numbers used to contact us.
- 1.2. VentureBay also utilises tiny data files called cookies, Qash cookies, pixel tags, or other tracking tools (hereinafter, “Cookies”) on your computer or other devices used to visit VentureBay. A cookie is a small piece of information stored on your computer or smartphone by the web browser. The two types of cookies used on the Site are described below.
- 1.3. "Session cookies": These are used to maintain a so-called “session state” and only lasts for the duration of your use of the Site. A session cookie expires when you close your browser, or if you have not visited the server

for a certain period of time. Session cookies are required for the Platform to function optimally, but are not used in any way to identify you personally.

- 1.4. Personal Information is stored in permanent cookies. You can view permanent cookies by looking in the cookies directory of your browser installation. You may delete or reject permanent cookies, but this may affect the availability and/or functionality of the services of the Site to you. These permanent cookies are not required for the Site to work, but may enhance your browsing experience.

We use both session and persistent cookies.

- 1.5. Most web browsers are set to accept Cookies by default. You are free to decline
- 1.6. most of our session Cookies if your browser or browser add-on permits but choosing to remove or disable our Cookies may interfere with your use and functionality of VentureBay. We use Cookies to (i) help us recognise you as a customer, collect information about your use of VentureBay to better customise our services and content for you, and to collect information about your computer or other access devices as part to ensure our compliance with our BSA and AML obligations and (ii) ensure that your Account security has not been compromised by detecting irregular or suspicious Account activities.

To disable automatic data collection techniques, you may do any of the following:

- 1.7.
  - 1.7.1. Email Communications – Subject to applicable laws and regulations, we may from time to time send communications promoting services, products, facilities, or activities to you using information collected from you. When you create a VentureBay Account you agree to opt-in to account activity related, security related, and promotional communications from us. We will provide you with an opportunity to opt-out of promotional communications via an unsubscribe link and via direct request by emailing [support@VentureBay.online](mailto:support@VentureBay.online).
  - 1.7.2. Cookies – You may decline session cookies if your browser or browser add-on permits but choosing to remove or disable our cookies may interfere with your use and functionality of VentureBay.
  - 1.7.3. Location Information – You may be able to stop the collection of location information through your device settings or by following the standard uninstall process to remove our applications from your device; however, because such data is used by us to meet legal requirements, as well as for ongoing fraud and risk monitoring purposes, choosing to remove or disable location services may interfere with your use and functionality of VentureBay.

## **Information About You From Third-Parties**

- 1.1. We work closely with third parties and may receive information about you from them, including the following:
  - 1.1.1. The banks or financial institutions you use to transfer money to us will provide us with your basic Personal Information, such as your name and address, as well as your financial information such as your bank account details;
  - 1.1.2. Business partners may provide us with your name and address, as well as financial information;
  - 1.1.3. Advertising networks, analytics providers and search information providers may provide us with anonymised or de-identified information about you, such as confirming how you found our Site; and
  - 1.1.4. Credit reference agencies do not provide us with any Personal Information about you but may be used to corroborate the information you have provided to us.

## **General Provisions**

- 1.1. Personal Information you provide during the registration process may be retained, even if your registration is left incomplete or abandoned. If you are located within the European Economic Area (“EEA”) or South Africa, this Personal Information will not be retained without your consent.
- 1.2. In providing the Personal Information of any individual (other than yourself) to us during your use of VentureBay, you promise that you have obtained consent from such individual to disclose his/her Personal Information to us, as well his/her consent to our collection, use and disclosure of such Personal Information for the purposes set out in this Privacy Policy.

## **Use Of Personal Information And Non-Personal Data**

Set forth below is a description of some of the ways we use your Personal Information and Non-Personal Data and why we do so.

Please email us if you would like further information regarding how we collect and use your Personal Information and Non-Personal Data.

We may use your Personal Information and Non-Personal Data to (but not limited to) do the following:

1. Provide VentureBay's Services to you to carry out our contractual obligations relating to you, including the fulfilment of your Orders, the operation of your VentureBay Account and the provision of our support services;
2. We may process and share your Personal Information with advertising, search and social media platforms to provide you with personalised advertising and marketing.
3. To fulfil KYC and/or AML obligations with associated entities that enable you to deposit or withdraw Cryptocurrency and/or Fiat Currency;
4. Comply with legal and/or regulatory requirements, including, but not limited to, AML requirements;
5. Verify your identity to protect against fraud, comply with financial crime laws, and to confirm your eligibility to use our Services;
6. Help us better manage your Account with VentureBay;
7. Provide you with information about new functionality, features, or services we offer;
8. Make suggestions and recommendations to you and other users of VentureBay;
9. Process applications for VentureBay Accounts services, including making decisions about whether to agree to approve any applications;
10. Improve VentureBay's functionality and developing new services;
11. Administer internal operations necessary to VentureBay, including troubleshooting, data analysis, testing, research, statistical, and survey purposes; and
12. Notify you about changes to the Terms of Service, Privacy Policy or Services.

## **Disclosure Of Your Personal Information**

1. We may share your Personal Information with selected third parties including:
  - 1.1. Any person that works for us or for one of our group companies;
  - 1.2. Any entity that forms part of the VentureBay group of companies, including where relevant the VentureBay operating entity in the country or region in which you live;
  - 1.3. Financial and other institutions we partner with to provide our products and services;
  - 1.4. With third party cryptocurrency (or virtual or digital asset) service providers when you send cryptocurrency over the blockchain. The third-party service provider may also use this information to screen and process

the relevant transaction;

- 1.5. Companies and organisations that provide services to us, including in relation to technical infrastructure, marketing and analytics, and web and app development;
  - 1.6. Companies and organisations that assist us with identity verification, background screening, due diligence, processing or otherwise fulfilling transactions that you have requested and fraud prevention services. In particular, we may use Jumio Limited (Jumio) to assist us in verifying your identity by determining whether the selfie you take when creating your VentureBay account matches the photo of you in your accepted identity document. The information collected from your photo may include biometric data;
  - 1.7. By signing up for an account with VentureBay, you agree that you have read, understood and accepted Jumio's [Facial Scan Policy And Release](#), [Privacy Policy](#) and [Terms of Service](#).
  - 1.8. Certain services, including those provided by GeoComply Solutions Inc. (Geocomply), will make use of your location data. You consent to us and GeoComply transmitting, collecting, maintaining, processing and using your location data in order to provide and improve location-based services. You may withdraw this consent at any time by turning off the location settings or by notifying us in writing that you would like to withdraw such consent (which may result in you no longer being able to use Luno's products and services);
  - 1.9. Our professional advisers, consultants and other similar services.
2. We will otherwise treat your personal data as private and confidential and will not share it with other parties except:
- Where you have given us permission to do so;
  - Where we believe it is reasonably necessary to comply with any law, regulation, legal process or governmental request, to enforce our Terms of use or other agreements, or to protect the rights, property, or safety of us, our customers or others;
  - Where we may transfer rights and obligations pursuant to our agreement with you.
  - You live in a country that necessitates an affiliate, operational partner, business partners, suppliers and/or subcontractors to aid in the successful completion a transaction that you have authorised;
  - We sell or buy any business or assets, in which case we may disclose your Personal Information to the prospective seller or buyer of such business or

assets in order to continue the services for which you have contracted;

- We conduct or co-operate in investigations of fraud or other illegal activity whenever we believe it is reasonable and appropriate to do so;
  - We seek to prevent and detect fraud and crime;
  - We receive a lawful subpoena, warrant, court order, or as otherwise required by law;
  - We seek to protect VentureBay from financial and insurance risks;
  - We seek to recover debt or in relation to your insolvency; and
  - We seek information necessary to maintain or develop customer relationships, services and systems.
3. In order to provide our Services to you, it may be necessary for us to transfer your data to third parties. Where we do so, we will ensure that both we as well as our partners take adequate and appropriate technical, physical, and organisational security measures to protect your data. We also ensure we have appropriate contractual protection in place with these third parties.
  4. By using VentureBay, you consent to your Personal Information being transferred to other countries, including countries that have different data protection rules than your country. In all such transfers, we will protect your Personal Information as described in this Privacy Policy.
  5. We do not maintain a published list of all of the third parties with whom we share your Personal Information, as this would be heavily dependent on your specific use of our Services. However, if you would like further information about who we have shared your Personal Information with, or to be provided with a list specific to you, you can request this by emailing us.

### **Where We Store Your Personal Information**

Our operations are supported by a network of computers, cloud storage services, internal servers, and other infrastructure and information technology, including, but not limited to, third-party service providers. We and our third-party service providers store and process your Personal Information in the South-Africa and from time to time elsewhere in the world.

### **Automated Decision-Making**

We may use Automated Decision Making (“ADM”) in order to improve your experience, or to help fight financial crime. For example, so that we can provide you with fast and efficient service, we may use ADM to confirm the accuracy of the information you have provided to us. None of our ADM processes have a legal effect on you.

## **Privacy When Using Digital Assets And Blockchains**

1. Your financial acquisitions may be recorded on a public blockchain. Public blockchains are distributed ledgers, intended to immutably record transactions across wide networks of computer systems. Many blockchains are open to forensic analysis which can lead to de-anonymisation and the unintentional revelation of private financial information, especially when blockchain data is combined with other data.
2. Because blockchains are decentralised or third-party networks, which are not controlled or operated by VentureBay or its affiliates, we are not able to erase, modify, or alter Personal Information from such networks.

## **Data Retention**

As VentureBay and its affiliates are subject to various legal, compliance and reporting obligations, including the BSA or national AML requirements, we are required by law to store some of your personal and transactional data beyond the closure of your Account with us. Your data is only accessed internally on a need-to-know basis, and it will only be accessed or processed if absolutely necessary. We will delete data that is no longer required by any relevant law or jurisdiction in which we operate.

## **Access To Information**

Subject to Applicable Data Protection Laws, you may have the right to access information we hold about you. Your right of access can be exercised in accordance with the relevant data protection legislation. For further information, please email us.

## **Changes To This Privacy Policy**

Our Privacy Notice may change from time to time. Any changes we may make to our Privacy Policy will be posted on this page and, where appropriate, notified to you by email. Please check back frequently to see any updates or changes to our Privacy Policy.

## **Newsletters And Other Promotional Communications**

If you wish to subscribe to any newsletter published by us or wish to receive other targeted and relevant promotional communications from us or other carefully chosen affiliates. We offer you the option to “opt-in” to this service. If you change your mind and wish to stop receiving any such communications, please click the “unsubscribe” link in any email from us.



## **Web-Based Links**

1. VentureBay, and the Services available through the Website, may contain links to other third-party websites, including (without limitation) social media platforms and payment gateways ("Third Party Websites"). If you select a link to any Third-Party Website, you may be subject to such Third-Party Website's terms and conditions and/or other policies, which are not under the control, nor responsibility, of VentureBay.
2. Hyperlinks to Third Party Websites are provided "as is", and VentureBay does not necessarily agree with, edit or sponsor the content on Third Party Websites.
3. VentureBay does not monitor or review the content of any Third-Party Website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or material. As such, we are not responsible for the content of such Third-Party Websites.
4. VentureBay does not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of Personal Information.

## **Protection Of Minors**

1. VentureBay is not directed to persons under the age of 18, hereinafter "Minors", and we do not knowingly collect Personal Information from Minors. If we learn that we have inadvertently gathered Personal Information from a Minor, we will take legally permissible measures to remove that information from our records. VentureBay will require the user to close his or her Account and will not allow the use of VentureBay Service
2. If you are a parent or guardian of a Minor, and you become aware that a Minor has provided Personal Information to VentureBay, please contact us at [support@VentureBay.online](mailto:support@VentureBay.online) and you may request to exercise your applicable access, rectification, cancellation, and/or objection rights.

## **Contact**

Any questions, comments and requests regarding this Privacy Policy are welcomed and should be addressed to [support@VentureBay.online](mailto:support@VentureBay.online)