



PRIVACY POLICY

X WALLET

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Preamble

We at **Axolot Sp Z.o.o** (“**Axolot**”, “**we**”, “**us**”, “**our**” or “**Company**”) are committed to protecting the privacy of the Users of our mobile application (the “**App**”). We process your Personal Data in accordance with privacy laws and this Privacy Policy to make sure your data protection rights are implemented and enforceable. We have implemented different technical and organizational solutions to comply with applicable legislation related to the processing of Personal Data, privacy, and data security in countries where we operate or where the applicable law applies to us.

This Privacy Policy describes how we handle your Personal Data when you access our services, which include our content on the mobile applications or any other platforms we own or operate (collectively, the “**Services**”). This includes any Axolot or third-party applications relying on such APIs or other integrated services.

By using the Services, including downloading our App, you agree to the use, disclosure, and procedures outlined in this Privacy Policy.

We may modify this **Privacy Policy** (the “**Policy**”) from time to time. Please check the date at the top of this notice to see when it was last updated.

1. Definitions

Capitalised terms in this Privacy Policy shall have the meaning assigned to them under the GDPR, and shall be construed accordingly. Furthermore, the following definitions shall apply:

1.1. “**Account**” shall mean an account provided to you by the Company upon your registration and acceptance of the Terms of Use for use of the Services.

1.2. “**GDPR**” shall mean the General Data Protection Regulation (EU) 2016/679, of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC, as amended, replaced or superseded and in force from time to time.

1.3. “**Services**” shall mean the traditional/fiat currency and cryptocurrency-related Services provided by the Company through the App, as defined in our Terms of Use.

1.4. “**User**” shall mean any person who registers an Account and uses the App (“**you**”, “**your**”).

2. Data processing principles

2.1. We fully respect your fundamental rights and consider the protection of your Personal Data to be a priority. Accordingly, when processing your Personal Data, we respect the following basic principles:

(a) We submit your Personal Data only to lawful and fair processing, and we maintain full transparency vis-à-vis the way we handle your Personal Data.

(b) We collect and process your Personal Data only for specified, explicit, and legitimate purposes as outlined in this Privacy Policy, and we do not process it further in any manner incompatible with these purposes.

(c) We process your Personal Data only to the extent that it is necessary and appropriate to the purposes for which it is collected.

(d) We make reasonable efforts to ensure that your Personal Data is accurate and updated, taking all reasonable steps to immediately delete or correct it in case of inaccuracy.

(e) We process your Personal Data in a manner that guarantees its security by using appropriate technical and organizational measures.

2.2. In general, we comply with all applicable laws and statutory obligations as Data Controller of your Personal Data.

3. Personal information we collect

“**Personal Data**” means any data that relates to a living individual who can be identified from that data, or from that data and other information that is in the possession of, or is likely to come into the possession of Axolot (or its representatives or service providers). In addition to factual information, it includes any expression of opinion about an individual and any indication of the intentions of Axolot or any other person in respect of an individual. The definition of Personal Data depends on the relevant law applicable to your physical location.

3.1. INFORMATION YOU PROVIDE TO US

3.1.1. This includes information you provide to us in order to establish an account and access our Services. This information is either required by law (e.g. to verify your identity), necessary to provide the requested services (e.g. you will need to provide your bank account number if you would like to link that account to Axolot), or is relevant for our legitimate interests described in greater detail below.

3.1.2. The nature of the Services you are requesting will determine the kind of Personal Data we might ask for which may include but is not limited to:

(a) Identification Information: Full name, date of birth, nationality, gender, signature, utility bills, photographs, phone number, home address, and/or email;

(b) Formal Identification Information: Government-issued identity document such as Passport, Driver's License, National Identity Card, State ID Card, Tax ID number, passport number, driver's licence details, national identity card details, visa information, and/or any other information deemed necessary to comply with our legal obligations under financial or anti-money laundering laws;

(c) Institutional Information: Employer Identification number (or comparable number issued by a government), proof of legal formation (e.g. Articles of

Incorporation), personal identification information for all material beneficial owners;

(d) **Financial Information:** Bank account information, payment card primary account number (PAN), transaction history, trading data, and/or tax identification;

(e) **Transaction Information:** Information about the transactions you make on our Services, such as the name of the recipient, your name, the amount, and/or timestamp;

(f) **Correspondence:** Survey responses, and information provided to our support team or user research team.

(g) Any other Personal Data directly provided by you during your interaction with us.

3.2. INFORMATION WE COLLECT AUTOMATICALLY OR GENERATE ABOUT YOU

3.2.1. This includes information we collect automatically, such as whenever you interact with the App or use the Services. This information helps us address customer support issues, improve the performance of the App, provide you with a streamlined and personalised experience, and protect your account from fraud by detecting unauthorised access. Information collected automatically includes:

(a) **Online Identifiers:** Geo location/tracking details, operating system, browser name and version, and/or personal IP addresses;

(b) **Usage Data:** Authentication data, security questions, click-stream data, public social networking posts, and other data collected via cookies and similar technologies (see Section 12).

3.3. INFORMATION COLLECTED FROM THIRD PARTIES

3.3.1. This includes information we may obtain about you from third-party sources with your explicit consent. The main types of third parties we may receive your Personal Data from are:

(a) **Public Databases, Credit Bureaus, ID Verification Partners, and Affiliate Partners** in order to verify your identity in accordance with applicable law. ID verification partners such as Experian use a combination of government records and publicly available information about you to verify your identity. Such information may include your name, address, job role, public employment profile, credit history, status on any sanction lists maintained by public authorities, and other relevant data;

(b) **Blockchain Data** to ensure parties using our Services are not engaged in illegal or prohibited activity and to analyse transaction trends for research and development purposes;

3.4. ANONYMIZED AND AGGREGATED DATA

3.4.1. In addition to the categories of Personal Data described above, Axolot will also process anonymized information and data that is not processed by reference to a specific individual. Types of data we may anonymize include transaction data, click-stream data, performance metrics, and fraud indicators.

4. Use of your personal information

4.1. MAINTENANCE OF LEGAL AND REGULATORY COMPLIANCE

4.1.1. Axolot needs to process your Personal Data in order to comply with anti-money laundering and security laws. In addition, when you seek to link a bank account to your Axolot account, we may require you to provide additional information which we may use in collaboration with service providers acting on our behalf to verify your identity or address, and/or to manage risk as required under applicable law. We also process your Personal Data in order to help detect, prevent, and mitigate fraud and abuse of our Services and to protect you against account compromise or funds loss. If you do not provide the Personal Data required by law, we will have to close your account.

4.2. PROVISION OF AXOLOT'S SERVICES

4.2.1. We process your Personal Data to provide Services to you. For example, when you want to store funds on our platform, we require certain information such as your identification, contact and payment information. Third parties that we use such as identity verification services may also access and/or collect your Personal Data when providing identity verification and/or fraud prevention services. In addition, we may need to collect fees based on your use of our Services. We collect information about your account usage and closely monitor your interactions with our Services. The consequence of not processing your Personal Data for such purposes is the termination of your account.

4.3. PROVISION OF CUSTOMER SERVICES

4.3.1. We may send you service updates regarding administrative or account-related information, security issues, or other transaction-related information. These communications are important to share developments relating to your account that may affect how you can use our Services. You cannot opt-out of receiving critical service communications.

4.3.2. We also process your Personal Data when you contact us to resolve any questions or disputes, to collect fees or troubleshoot problems. Without processing your Personal Data for such purposes, we cannot respond to your requests and ensure your uninterrupted use of the Services.

5. Legal grounds for the processing

5.1. There are legal grounds necessary for the processing of Personal Data and we count on them to process your Personal Data. When we process Personal Data, we have obligations according to the applicable laws. We act as a data controller when we determine the purposes and means of the processing of your Personal Data. We use the main four grounds to process your Personal Data: consent, contract, legal obligation, and legitimate interests.

5.1.1. **Consent** – the freely given, informed, and unambiguous indication of your wishes to the processing of your Personal Data for a specific purpose which signifies agreement to the processing of Personal Data.

5.1.2. **Contract** – a legal ground for the processing of your Personal Data necessary for us to perform a contract or terms and conditions to which you are a party or in order to take steps at your request prior to entering into the contract or terms and conditions.

5.1.3. **Legal obligations** – a legal ground for the processing of your Personal Data when it is necessary for compliance with a legal obligation to which we are subject;

5.1.4. **Legitimate Interests** – a legal ground for the processing of your Personal Data when it is based on our legitimate interests or the legitimate interests of a third party, provided that those interests are not outweighed by your rights and interests and those interests have a specific purpose, they are necessary, and they are balanced.

5.2. You have the right to withdraw your consent at any time in writing to our contact details mentioned in this Policy. Withdrawal of your consent does not affect the lawfulness of the treatment of your data prior to its revocation.

5.3. For individuals located in the European Economic Area, United Kingdom or

Switzerland at the time their Personal Data is collected, we rely on legal bases for processing your information under the relevant data protection legislation. These bases mean we will only process your data where we are legally required to, where processing is necessary to perform any contracts, we entered with you (or to take steps at your request prior to entering into a contract with you), for our legitimate interests to operate our business, to protect Axolot's or your property rights, or where we have obtained your consent to do so. We will not use your Personal Data for purposes other than those purposes we have disclosed to you, without your permission.

6. Purposes and legal basis for the processing

DATA PROCESSING	LEGAL BASIS
Providing Services and accepting payments via the App	Contract
Registering you as a User	Contract
Compliance with applicable Anti-Money Laundering and Know-Your-Client rules	Legal obligation
Keeping the App running (managing your requests, remembering your settings, hosting, and back-end infrastructure)	Legitimate Interests
Preventing frauds, illegal activity, or any violation of the Terms of Use or Privacy Policy. We may disable access to the App, erase or correct Personal Data in some cases	Legitimate Interests
Improving the App (testing features, collecting and analyzing user feedback, optimizing app performance, traffic analysis, data research with the potential involvement of third parties for these tasks)	Legitimate Interests
Customer support (notifying you of any changes to the App, services, solving issues, any bug fixing, communication with support)	Legitimate Interests

7. Recipients of your personal data

7.1. For the execution of the purposes mentioned in this Privacy Policy, we may provide access or transmit your Personal Data to the following recipients ('Data Processors'):

- (a) Third-party customer verification and identification providers;
- (b) Our internet and data hosting providers for hosting purposes;
- (c) Third-party providers for the smooth operation of the App and our information and communication systems;
- (d) Third party analytical tools providers such as Google Analytics (<https://developers.google.com/analytics>);
- (e) Third-party payment providers for payment facilitation purposes, including virtual card issuance through our partner Wallester (<https://wallester.com>);

7.2. The processing of your Personal Data by our Data Processors is done under a contract compelling Data Processors to the same level of data protection provided under this Privacy Policy. By agreeing to this Policy you directly consent to sharing your Personal Data with these partners.

7.3. We will not disclose your Personal Data with any third parties outside of the European Union. However, in the event that such a data transfer occurs, we will take all reasonable steps possible to ensure that your data is treated as securely as it is within the European Union and in accordance with this Privacy Policy and applicable legislation. Additionally, we will update this Privacy Policy to reflect the cross-border data transfer and the relevant safeguards for your privacy.

7.4. In the event that we are required by a court or other administrative authority,

pursuant to an investigation relating to unlawful activities such as money laundering and in any other case that we are legally bound to do so, the Company may transfer your Personal Data to public authorities to the extent specified by law.

7.5. The App may contain links to third-party sites. This Privacy Policy does not cover the privacy practices of such third parties. These third parties have their own privacy policies and we do not accept any responsibility or liability for their sites, features or policies. Please read their privacy policies before you submit any data to them.

7.6. Please familiarize yourself with these providers and their privacy and liability policies. If you find any of these may not work for you, please do not access the App and do not use any of our Services.

8. Third-party services

8.1. We consider the privacy of our users to be a crucial part of our operations, and we do not sell or share your Personal Data to third parties for their own marketing purposes.

8.2. We may transfer Personal Data to our service providers or third-party partners as necessary to operate Axolot's services. Some features of our platform rely on third-party products and services (collectively referred to as '**Third-Party Services**'). These service providers have access only to specific Personal Data, such as your public wallet addresses, which are required to perform their functions. They are prohibited from using your Personal Data for any other purposes and must process it in accordance with our contractual agreements and applicable data protection laws.

8.3. If you authorize one or more third-party applications to access your Axolot services via our mobile app, the information you provide may be shared with those third parties. A connection you authorize or enable between your Axolot account and a non-Axolot account, payment instrument, or platform is considered an “account connection.” Unless you provide further permissions, Axolot will not authorize these third parties to use this information for any purpose other than to facilitate your transactions using Axolot services. Please note that third parties you interact with should have their own privacy policies, and Axolot is not responsible for their operations or their use of the data they collect.

8.4. We may share non-personally identifiable information publicly or with partners, such as publishers, advertisers, developers, or other stakeholders. This data does not identify individual users and is used for purposes like analytics, advertising, and improving our services.

9. Data protection and security

9.1. Axolot implements and maintains reasonable measures to protect your information. Customer files are protected with safeguards according to the sensitivity of the relevant information. Reasonable controls (such as restricted access) are placed on our computer systems. Physical access to areas where Personal Data is gathered, processed, or stored is limited to authorized employees.

9.2. We may store and process all or part of your personal and transactional information, including certain payment information, such as your encrypted bank account and/or routing numbers, in the cloud or in app-specific servers located globally. We protect your Personal Data by maintaining physical, electronic, and procedural safeguards in compliance with the applicable laws and regulations.

10. Data retention

10.1. We retain your Personal Data for the lifetime of your Account plus five years beyond Account closure, in accordance with the Data Minimisation and Storage Limitation principles.

10.2. Furthermore, the Company may retain your Personal Data after the expiration of the relevant processing purposes for the following reasons:

(a) In case we have a legal obligation to retain your Personal Data under a relevant statutory provision.

(b) Based on our legitimate interest to defend the Company against any potential legal claims, before any competent court or public authority.

10.3. After the retention period, your Personal Data is erased from our databases and systems.

11. Financial transactions and automatic deductions

11.1. To facilitate the seamless operation of Axolot's services, the platform may automatically deduct fees from a user's internal account balance. This includes fees related to services such as virtual card transactions, trading fees, and any other applicable charges. These deductions will occur automatically without requiring a separate transaction request from the user. Users agree to maintain sufficient funds in their internal balance to cover such fees. This mechanism allows Axolot to manage transactions efficiently and in accordance with the terms agreed upon by the user. For further clarification on the types of transactions and applicable fees, please refer to the Terms of Use.

12. Cookies and tracking technologies

12.1. The App uses cookies and similar tracking technologies to improve your experience and ensure the proper functioning of our services. Cookies are small data files stored on your device that allow us to track and analyze how the App is being used, provide you with personalized content, and enhance your overall experience. By using the App, you consent to the use of cookies as outlined in this section.

12.2. We use the following types of cookies within the Axolot App:

12.2.1. **Essential cookies.** These are necessary for the operation of the App and enable features such as user authentication and security.

12.2.2. **Performance cookies.** These help us analyze how users interact with the App, so we can optimize its performance and improve user experience.

12.2.3. **Functional cookies.** These remember your preferences and settings within the App to make your experience smoother.

12.2.4. **Advertising cookies.** These help us deliver targeted advertisements and measure their effectiveness, ensuring you receive relevant marketing content.

12.3. You have the ability to manage your cookie preferences through your device's settings. You can disable or delete cookies at any time, though doing so may affect the functionality of the Axolot App and limit your access to certain features.

12.4. By continuing to use the Axolot App, you agree to the use of cookies and similar technologies as described in this section.

13. Children's personal information

13.1. The App and Services are not directed to persons under the age of 18, and we do not knowingly request to collect Personal Data from any person under the age of 18. If a User submitting Personal Data is suspected of being younger than 18 years of age, Axolotl will require the User to close his or her account and will not allow the User to continue using our Services. We will also take steps to delete the information as soon as possible. Please notify us if you know of any individuals under the age of 18 using our Services so we can take action to prevent their access to our Services.

14. Cross-border transfers

14.1. Axolot operates primarily within the Republic of Poland. However, we may collaborate with partners and service providers in other jurisdictions, which may require the transfer of Personal Data outside the EU. Such transfers will only occur when necessary to provide our services, process transactions, or comply with legal and regulatory requirements.

14.2. When your Personal Data is transferred outside the EU, it may be processed in jurisdictions with different data protection laws. Nevertheless, we implement appropriate safeguards to ensure your Personal Data is handled securely and in compliance with applicable EU data protection laws, including the General Data Protection Regulation (“**GDPR**”).

14.3. To protect your Personal Data during cross-border transfers, we rely on:

- (a) Adequacy decisions by the European Commission, recognizing that the recipient country provides an adequate level of data protection;
- (b) Standard Contractual Clauses (SCCs) approved by the European Commission, ensuring appropriate safeguards for data transfers;
- (c) Other legally recognized mechanisms, such as obtaining your explicit consent or transferring data when necessary for contract performance or legal compliance.

14.4. Axolot will not transfer your Personal Data outside the EU unless one of these safeguards is in place.

15. User rights

15.1. You have the right to access information about you, especially:

15.1.1. The categories of data;

15.1.2. The purposes of data processing;

15.1.3. Third parties to whom the data disclosed;

15.1.4. How long the data will be retained and the criteria used to determine that period;

15.1.5. Other rights regarding the use of your data.

15.2. The right to access information may be performed only by you or your legal representative. In case if you request the right to access information via a legal representative, you have to provide proof of whether such a person may represent you.

15.3. You have the right to make us correct any inaccurate personal data about you.

15.4. You have the right to the data portability of your data to another service or website. We will provide your data in a structured, commonly used, and machine-readable format so that you can transfer it to another service. If you request and it is technically feasible, we will directly transfer the data to the other service for you.

15.5. You have the right to be “forgotten”. You may ask us to erase any personal data about you if it is no longer necessary for us to store the data for purposes of your use of the Website. Please note that we cannot grant this request if the data was collected for regulatory purposes for example Anti-Money Laundering and Counter Terrorist Financing purposes.

15.6. You have the right to restrict processing of your data. This means that you can request us to suspend the processing of your data in certain situations, such as when you contest the accuracy of your data or if you object to the processing of your data under legitimate interest.

15.7. You have the right to lodge a complaint regarding the use of your data by us. You can address a complaint to your national data protection authority.

15.8. You have the right to withdraw your consent at any time, if the processing is based on consent. The withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal.

15.9. Once we receive any of your requests we will consider and decide on it within one month unless there is a justified requirement to provide such information faster. This term may be extended according to the applicable law. We may request specific information from you to confirm your identity when necessary and reasonable. This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. You do not need to pay a fee to access information or other rights but we may charge a reasonable fee if your request is clearly unfounded, repetitive, or excessive or refuse to comply with your request in these circumstances.

16. User obligations

16.1. By using our App and providing your Personal Data, you acknowledge and agree that you are responsible for ensuring that all information you provide to the Company is accurate, complete, and up to date. You must not provide false, misleading, or incomplete information, and you are required to promptly update any changes to your Personal Data to ensure its accuracy.

16.2. You must use our App and services in compliance with applicable laws and regulations, including those governing data protection, financial transactions, and digital assets. You are prohibited from using the App for any unlawful, fraudulent, or abusive activities, including but not limited to money laundering, terrorist financing, or unauthorized access to third-party accounts.

16.3. You are responsible for maintaining the confidentiality and security of your account credentials, passwords, and any authentication methods used to access the App. The Company shall not be liable for any unauthorized access or use of your account resulting from your failure to adequately safeguard your login details.

16.4. You must respect the rights and privacy of other users and third parties while using the App. Any form of harassment, abuse, or unauthorized use of another person's data or digital assets is strictly prohibited.

16.5. The Company reserves the right to suspend or terminate your access to the App if you fail to comply with these obligations or if your actions pose a risk to the security, integrity, or lawful operation of the App.

17. Contact us

17.1. If you have any questions about the Privacy Policy, your personal data, or you would like to exercise any of your data protection rights, please use the following email of the Company: cardsupport@axolot.org.