

## **SWELLCOIN PRIVACY POLICY**

DATE LAST MODIFIED: April 28, 2017

### **Importance of Your Privacy.**

At Swellcoin, your privacy is of great importance to us. We understand that you entrust us with certain non-public information to help us provide various products and services. In exchange for your trust, you expect and deserve our commitment to treat your information with respect and in accordance with this Privacy Policy. Rest assured that we will use our reasonably best efforts to protect your privacy. Under no circumstances will Swellcoin sell or share any personal information about you to or with any person or organization except (i) as authorized by you, (ii) as described in the relevant portion of Swellcoin's Website (the "Website"), (iii) in connection with providing various products and/or services to you (the "Services"), (iv) to the extent you make any use of Swellcoin's mobile software Program commonly referred to as "Swellcoin Rewards" or any other Swellcoin mobile Program (the "Program"), to merchants with which Swellcoin has a business relationship, (v) as may be required by law or court order, or (vi) as otherwise set forth herein. The Privacy Policy below describes the standards we attempt to adhere to in handling information about you and any personal information you submit through the Website, Program and/or Services.

PLEASE READ THIS PRIVACY POLICY CAREFULLY BEFORE SUBMITTING ANY INFORMATION TO SWELLCOIN OR THROUGH ANY SWELLCOIN SOFTWARE OR MOBILE PROGRAM. BY SUBMITTING ANY INFORMATION YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THIS POLICY AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS PRIVACY POLICY, SIMPLY EXIT THIS PAGE AND/OR THE PROGRAM WITHOUT ACCESSING OR USING ANY OF OUR SERVICES.

### **Note About Children.**

Children are not eligible to use our Services and we ask that minors (under the age of 13) do not submit any personal information to us or use the Services. Swellcoin does not collect or maintain information from those actually known to be under the age of 13, and no part of Swellcoin's Website, the Program or Services is structured to attract anyone under the age of 13. Other age restrictions may be set forth in Swellcoin's Terms of Use from time to time.

### ***Important Categories of Information for you to Know:***

1. Who we are
2. Information we may collect at the Website or through the Program/Services
3. How your information is used

#### 4. Altering the information you submit through the Website, Program/Services

##### 1. *Who We Are.*

Swellcoin operates a website located at [www.Swellcoin.com](http://www.Swellcoin.com), and the Program through which certain rewards and/or loyalty programs may be administered through the Services.

##### 2. *Information We Collect.*

There are several areas on the Website and/or within the Program where you may be asked to enter both personal and non-personal information including, by way of example and without limitation, your name, address, phone number, credit card information, birthday, Facebook and/or Twitter usernames, and information regarding your cell phone and/or other mobile device. In addition, when you use the Program Swellcoin automatically receives and records information on our server logs from your browser or mobile platform, including your IP address and location. Swellcoin also collects and uses additional information from users such as transaction location, purchase activity, Program open date and time, idle time, and all clicks and/or swipes within the Program (together with time and order). Swellcoin may also collect information posted by users on social media sites for users that have opted to connect to or otherwise link Swellcoin with social media accounts including Facebook and Twitter. We treat this data as non-personal information for purposes of providing the Services, except where we are required to treat it as personal information under applicable law. We DO NOT sell or share any personal information about you to or with any person or organization except (i) as authorized by you, (ii) as set forth in the relevant portion of the Website, Program or within any agreement between us, (iii) in connection with providing various products or Services to you (either directly or through one or more third-parties), (iv) as may be required by law or court order, or (vi) as otherwise set forth herein. In particular, and not in limitation of the foregoing, information you enter at the Website and/or Program (i) will be shared with the merchants or third-party service providers with which Swellcoin has entered into a business relationship in order to provide the Services, and (ii) may be shared with various third-parties in connection with making available to you certain offers (which offers may be based on or related to your location at the time the offer is made available to you). In addition, Swellcoin may sell, disclose or otherwise use information gathered on the Website or within the Program to third-parties on an aggregated basis.

(a) Information we receive from you. To use certain of Swellcoin's Services and/or to access the Program, you'll need to provide certain personal information which may include, without limitation, your name, address, birthday, phone number, credit card information, Facebook and/or Twitter user names, e-mail address, information regarding your cell phone or mobile device and other information.

(b) Technical information we collect. In order for Swellcoin to ensure that

we are providing the best possible consumer experience on the Website and within the Program, we collect and track certain user information. When you visit the Website, our Web server may send a cookie to your computer. This cookie would be intended to store a limited amount of information about your site visit. The cookie tracks aggregate information on how our site is being used, including session counts, navigation patterns, pages visited, etc. These cookies, however, do not store any personally identifiable information such as your name, email address or phone number as you browse the site. When you submit a question, we store your cookie identification in our system. This cookie allows our site to recognize you when you return. Swellcoin may also utilize Web Logs to track aggregate information about how our site and/or the Program is being used. Web Logs track anonymous user information, including the number of visitors to the Website, operating systems, Internet Provider addresses (if publicly available), and browser type. Unlike cookies, Web Logs are maintained only on Swellcoin servers and do not store or place anything on the user's computer.

If you come to the Swellcoin Website from an online banner ad, an anonymous identification number may be passed to the Website. This information cannot be used to gather any personally identifiable information about you. It will only allow us to track the overall effectiveness of our online advertising, marketing and banner advertisement campaigns.

(c) Other Information we get from your use of the Services. We may collect information about the Services that you use and how you use them. This information includes:

(i) Device information

We may collect device-specific information (such as your hardware model, operating system version, unique device identifiers, and mobile network information including phone number).

(ii) Location information

When you use the Service or access the Program, we may collect and process information about your actual location. We may also use various technologies to determine location, some of which may be made available through third-party licensors.

(d) Information from surveys. You may have the option of completing an online survey at the Website or within the Program from time to time. Participation in surveys is completely voluntary and it is your choice whether or not you wish to disclose your personal information to us in connection with any such survey.

(e) Information from the "Contact Us" section of the Website or Program. You may contact Swellcoin through the "Contact Us" feature. Participation in this area is

completely voluntary and it is your choice whether or not you wish to disclose your personal information to us.

(f) Information collected other sections of the Website or Program. Swellcoin may, from time to time, make various resources available to you at the Website or within the Program. At times we may collect personal information in connection with providing such services.

### *3. How Your Information Is Used.*

We use the information you provide to provide the applicable Services to you, either directly or through third-party service providers, as further described above in this Privacy Policy. Swellcoin may also share certain aggregated data with other third-parties for general marketing and demographic purposes; however, this data, when shared on an aggregated basis, does not include any of your personal identifying information. Some of our Services may be offered in conjunction with partner companies, affiliates or other companies or websites with which we work. In order for us to provide these Services to you, it may be necessary for us to share your personal information with one of such entities. These parties are not allowed to use personally identifiable information except for the purpose of providing these Services. If you do not want your data to be shared, you can choose not to allow the transfer by not using that particular Service.

In addition to the uses of the information described above, Swellcoin may, from time to time, collect purchasing information and/or data from other sources. Swellcoin may collect this information for purposes of performing analytics and conducting consumer research. This information may be used to communicate and provide additional information that may be of interest to you and our merchants.

In addition, Swellcoin may disclose account or other personal information when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with Swellcoin's rights or property, other Website or Program users or anyone else that could be harmed by such activities.

Swellcoin may use your information to process purchases made by you in connection with your use of the Program/Services, contact you in connection with any such purchases, and to comply with laws and regulations related to purchases made by you through the Program/Services. Swellcoin may use your credit card or debit card information to track your purchases. Swellcoin uses information in your profile or related to your activities in the Program in order to personalize the application experience for you (such as remembering your information so that you will not have to re-enter it during your visit or the next time you use the Swellcoin Services), and to understand and analyze the usage trends and preferences of our users, to improve the way the Swellcoin Program/Services work and look, and to create new features and

functionality. In furtherance thereof and as otherwise noted herein, Swellcoin may use automatically collected technical information, cookies information, and any other information we collect from you during registration or at other times to: (a) provide customized third party advertisements, content, and information; (b) monitor and analyze the effectiveness of the Swellcoin Services and third-party marketing activities; (c) monitor aggregate site usage metrics such as total number of visitors and pages viewed; and (d) track your entries, submissions, and status in any promotions or other activities.

#### 4. *Altering Information You Submit.*

(a) Deleting your information. Federal and state regulations may require that we store questions or submissions for various periods of time. In order to comply with these regulations, we may be unable to delete information from our databases.

(b) Altering Information. Swellcoin may alter, modify or delete any information you submit to the Website or through the Program if it believes, in its sole discretion, it is necessary or desirable to do so.

(c) Request to stop receiving emails from us. Periodically, Swellcoin may send you emails to alert you to various opportunities or offers available at the Website or within the Program. If you do not wish to receive any of these offers, please send an e-mail to [support@Swellcoin.com](mailto:support@Swellcoin.com) to remove yourself from our mailing list.

#### Security

Swellcoin takes certain precautions to protect our users' information and to limit the risk that it will be accessed without authorization, including use of certain industry standard technologies and practices. We cannot, however, ensure or warrant the security of any information you transmit to Swellcoin, and you do so at your own risk. If Swellcoin learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. Swellcoin may post or e-mail a notice through the Service if a security breach occurs. To receive a free written notice of a security breach, or if you have any questions about the security of Swellcoin applications, please contact us at [support@Swellcoin.com](mailto:support@Swellcoin.com).

#### Changes to Privacy Policy

If we make a change to our Privacy Policy in the future that will affect how we treat your information, we will post such change at the Website and/or within the Program, and such change will be deemed to be effective upon such posting. We encourage you to periodically review this Privacy Policy to stay informed about how we are protecting and/or using the information we collect from you.

## Business Transfer

We may, in the future, sell or otherwise transfer some or all of our assets or equity to a third-party. Your personally identifiable information and other information we obtain from you via the Website or the Program may be disclosed to any potential or actual third-party purchasers of such assets or equity and may be among the assets transferred.

## Acceptance

If you do not agree to the terms of this Privacy Policy, please do not provide us with any information and do not use the Website or the Program. By using the Website, Program and/or the Services and voluntarily providing information to us, you consent to our collection and use of the information as set forth in this Privacy Policy.

## Links

The Website and/or Program may contain links to other websites or Programs that are owned and operated by third-parties that are not affiliated with Swellcoin. When you use those links, you leave the Website or Program (as applicable) and we are unable to control how the owners of the websites or Programs you link to handle any information they gather about you, including their privacy practices and use of cookies. This Privacy Policy applies only to the Website and Program and does not govern activities on linked websites or Programs. We encourage you to review the privacy policy of any other website or Program you visit, download or access to understand its owner's practices on how it collects, uses and discloses your information.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

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## General Site Terms

These General Website Terms govern all visits to and/or any use of any portion of the website located at [www.Swellcoin.com](http://www.Swellcoin.com), and/or any affiliated websites.

All information, images, designs and/or content posted at the Swellcoin Website from time to time is owned solely and in full by Swellcoin, and may not be accessed or used in any way except to the extent explicitly set forth in these General Website Terms.

You may not use any page-scrape, deep-link, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which is intended to approximate any of the foregoing actions, to use, access, copy, acquire information, generate impressions or clicks, input information,

store information, search, generate searches, or monitor any portion of the Swellcoin website or take any action in respect of merchants and/or other company information listed at the Swellcoin website from time to time.

You may not modify, re-render, frame, mirror, truncate, add to, inject, filter or change the order of the information contained on any page of the Swellcoin web pages or any merchant information on any other web site or for any purpose without our express written permission.

You may not copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, use to create a derivative work or otherwise use the content of this Website, the Program and/or the Services for public or commercial purposes without our express written permission. Nothing on this Website shall be construed to confer any grant or license of any intellectual property rights, whether by estoppel, by implication or otherwise.

You may not copy, derive, edit, translate, decompile, reverse engineer, modify, use, or reproduce any code or source relating to our Website, including without limitation, any service or product Swellcoin offers.

You may not cause to appear any pop-up, pop-under, exit windows, expanding buttons, banners advertisement, or anything else which minimizes, covers or otherwise inhibits the full display of the Swellcoin Website.

You may not use the Swellcoin Website in any way which depletes web infrastructural resources, slows the transferring or loading of any web page or interferes with the normal operation of our Website.

You may not upload or transmit to the Swellcoin website any device, software, program or file that may damage the operation of any computer or the Swellcoin website, including without limitation, viruses or corrupt files.

You may not disguise the origin of information transmitted to, from, or through the Swellcoin website. You may not circumvent any measures implemented by Swellcoin aimed at preventing violations of these General Website Terms. You may not violate the restrictions in any robot exclusion header.

When you use the Swellcoin website or any information included therein for an authorized purpose, you must include all proprietary notices without changing, hiding or deleting them.

Swellcoin makes no representations or warranties regarding any content or information posted at the Swellcoin website from time to time, including as to whether or not such content or information is accurate.

The Swellcoin Website uses the Google AdWords remarketing service to advertise on third-party websites (including Google and Facebook) to previous visitors to the Swellcoin Website. We may, in connection with the foregoing, advertise to previous Website visitors, some of whom may not have completed any tasks on the Website (e.g. using contact forms to make an inquiry). Such remarketing may be in the form of an advertisement on one or more Google search results pages, or various websites in the Google Display Network. Third-party vendors, such as Google, use cookies to serve advertisements based on an Internet user's past visits to the Swellcoin Website.