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Privacy policy

1. Introduction

This Privacy policy outlines FinikPay's practices regarding the gathering, utilization, and disclosure of the Client's information during the use of the Service. It also informs Clients about their privacy rights and the legal protections in place. By using the Service, the Client consents to the collection and utilization of information as specified in this Privacy Policy.

2. Collection of the Information

FinikPay, while using the Service, may request the Client to provide specific personally identifiable information for the purpose of contacting or identifying the Client.

This information for individuals may include, but is not limited to:

- 1. Contact address (e-mail, phone);
- 2. Full name;
- 3. Residential and postal address;
- 4. Date of birth;
- 5. Citizenship;
- 6. ID/Passport number.

For legal entities may include, but is not limited to:

- 1. Contact address(e-mail,phone);
- 2. Full name of the Company;
- 3. Residential and postal address.

The following personal data of the Company's beneficial owner (UBO) including:

- 1. Full name;
- 2. Date and place of birth;
- 3. ID number and country of issue of the ID document;
- 4. Citizenship;
- 5. Source of wealth;
- 6. Residential and postal address
- 7. Contact information (email; phone).

3. Usage of the Information

FinikPay may employ Personal Data for the following purposes:

1. To provide and uphold FinikPay's Service, including monitoring service usage.

2. Account Management: Managing the Client's registration as a Service user, granting access to various functionalities available to registered users.

3.Performance of a Contract: Executing, complying with, and fulfilling purchase contracts for products, items, or services acquired by the Client through FinikPay's Service, or any other contract with FinikPay.

4.Client Communication: Contacting the Client via email, telephone calls, or equivalent electronic communication forms, such as contact form on the website. This includes security updates when necessary or reasonable.

5.Information Provision: Supplying the Client with news, special offers, and general information about services, and events similar to those previously purchased or inquired about, unless the Client opts out of receiving such information.

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6.Request Management: Addressing and handling the Client's requests to FinikPay.

7.Business Transfers: Evaluating or executing mergers, divestitures, restructurings, dissolutions, or asset sales, including bankruptcy or liquidation, where Service users' Personal Data is part of the transferred assets.

8.Complying with legal obligations: including complying with the law, FinikPay's legal obligations, and legal process (such as warrants, subpoenas, court orders, and regulatory or law enforcement requests).

9.Other Purposes: using information for additional purposes, such as data analysis, identifying usage trends, gauging the effectiveness of promotional campaigns, and evaluating and enhancing Services, products, services, and marketing efforts.

4. Sharing the Information

FinikPay may share the Client's personal information:

1. With Service Providers: for monitoring, analyzing Service usage, payment processing, and contacting the Client.

2. With Providers of KYC and fraud prevention services.

3. With Affiliates: ensuring compliance with this Privacy Policy.

4. With Business Partners: for specific product, service, or promotion offerings.

5. With Providers of information technology services.

5. Rights

The Client can opt not to submit information through the FinikPay's platform. However, choosing to do so may result in FinikPay being unable to provide specific services.

The Client retains the right to file a complaint with a supervisory authority.

The Client has the rights to access, rectify, erase, restrict, object to, and/or transfer personal information.

The Client may withdraw consent at any time by reaching out to FinikPay at <u>team@finikpay.ca</u>

6. Account and Membership

When creating an account with FinikPay, it is essential to provide accurate, complete, and current information. Failure to do so constitutes a breach of the Terms, leading to potential immediate account termination.

Responsibilities: The Client is responsible for safeguarding his/her password or secure keys for accessing the Service. Do not disclose the password or keys to third parties, and promptly notify FinikPay of any security breach or unauthorized account use.

Username Guidelines: Choosing a username requires avoiding using another person's name, a name or trademark without proper authorization, or any offensive, vulgar, or obscene names. FinikPay is not liable for any loss or damage resulting from misrepresentations in this regard.

Age Restriction: FinikPay's Services are not intended for or directed towards children under the age of 18. If you are under 18, please refrain from using the Services and avoid providing any personal data to us.

7. Cookies

FinikPay employs cookies to differentiate Clients, enhancing and personalizing the services. Cookies aid in remembering IP addresses, visit times, monitoring web traffic, and preventing fraudulent activities.

FinikPay's cookies do not store personal or sensitive information; rather, they retain a unique random reference to recognize the Client upon site visits, facilitating personalized content delivery.

The Client can opt to disable cookies on the website, but this may affect the user experience. Unless the Client chooses to opt out of cookies, FinikPay will presume consent to their use.

8. Security Measures

FinikPay has implemented security measures to prevent the accidental loss, unauthorized access, or misuse of the Client's Personal Information by third parties.

When transmitting information through the Services, encryption technology safeguards it. Access to the Client's personal data is restricted to employees, agents, contractors, and other third parties with a legitimate business need, processing it only on FinikPay's instructions.

Procedures are in place to address suspected personal data breaches, with notifications provided to the Client and relevant regulators when legally required.

While FinikPay strives to secure Client's Personal Information, no internet transmission or storage method is entirely foolproof. Consequently, FinikPay

cannot guarantee absolute security. The Client also plays a crucial role in safeguarding his/her Personal Information.

Protect FinikPay's account password and refrain from sharing it. If FinikPay receives instructions using its account login details, it will be deemed authorized by the Client.

Promptly notify FinikPay of any unauthorized account use or security breach. FinikPay reserves the right to refuse Services, terminate its accounts, and edit or remove content at its discretion.

Subject to applicable law, requiring FinikPay to retain Personal Information for a specified duration, FinikPay will keep the Client's data as long as necessary for the initially intended purposes, including legal, accounting, or reporting obligations.

9. Updates

In accordance with applicable law, FinikPay reserves the right to modify, amend, or review this Privacy Policy at any time to accommodate new services or adjustments.

All revisions will be published on this page, and in cases where changes significantly impact the Client, we will provide notification through online notices or mail.

Continued use of the Services implies the Client's consent to all amendments in this Privacy Policy.

10. Contact Us:

If you have questions about this Privacy Policy, reach us at:

<fInIkPay>

Email: <u>team@finikpay.ca</u> Phone: +1.647.277.29.72 Website: <u>https://finikpay.ca/</u>