

## PERSONAL DATA PROCESSING AND PRIVACY POLICY

By registering as a user, hereinafter referred to as “**User**”, on the website of ROBOCASH at <https://robo.cash> (hereinafter referred to as “**Website of ROBOCASH**”) and entering into the ROBOCASH user agreement, hereinafter referred to as “**Agreement**”, the User confirms its complete and irrefutable consent (hereinafter referred to as the “**Consent**”) to the present Personal Data Processing and Privacy Policy, hereinafter referred to as “**Privacy Policy**”.

### 1. TERMINOLOGY

ROBOCASH d.o.o., registration number: 081224371, registered address: Petračiceva 4, Zagreb, 10110, Croatia, e-mail address: support@robo.cash, hereinafter referred to as “**ROBOCASH**” is personal data **Controller** as defined in the 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 (General Data Protection Regulation) (hereinafter referred to as the “**GDPR**”). ROBOCASH is entitled to process and to contract a processor to process on behalf of ROBOCASH the personal data of the User.

The User is “**data subject**” as defined in the GDPR.

The **legal basis** of Robocash processing the User’s data is as follows:

- Fulfilment of the Agreement between ROBOCASH and the User for provision of services under the applicable laws and regulations (hereinafter referred to as “**Contractual obligation**”).
- Fulfilment of the legal obligations of ROBOCASH (hereinafter referred to as “**Legal obligation**”).
- The legitimate interests of ROBOCASH insofar as they do not contradict the User’s rights or interests. (hereinafter referred to as “**Legitimate interest**”).
- User’s consent (hereinafter referred to as “**Consent**”).

**Legitimate interests** of ROBOCASH include the following:

- Providing a high-quality service in terms of service nature, speed and contents.
- Holding up to date records of all activity concerning the business activity of ROBOCASH.
- Managing business risks including but not limited to credit risk, liquidity risk, fraud risk.
- Informing Users about their account activity or crucial changes in the ROBOCASH services (other than direct marketing activities) that may affect the User.
- Meeting the requirements of day to day business needs.
- Developing new and improving the existing services to be relevant for its existing Users and to grow its User base.
- Protecting itself and its Users from illegal or harming events such as fraud and money laundering.
- Making available an optimal pricing offer to its Users.

**Capitalised terms used in this Privacy Policy but not defined shall have the meanings assigned to them in the User Agreement.**

### 2. CONSENT

The User gives its explicit Consent for its personal data processing by ROBOCASH (both electronically and manually) by agreeing to the present Privacy Policy during User registration on the Website.

Consent to personal data processing for marketing purposes is collected from the User separately from consent to this Privacy Policy. When consented to processing for marketing purposes:

- personal data is then processed in accordance with the present Privacy Policy,
- ROBOCASH is entitled to use the User’s (Investor’) postal address, e-mail, and/or telephone number indicated in the User’s profile to send commercial and promotional communications about ROBOCASH and/or products and special offers from ROBOCASH.

ROBOCASH may, separately and in addition to the present Privacy Policy, collect the User's consent to personal data processing that was not previously covered by the present Privacy Policy, including to processing for new purposes, to ensure that all processing is lawful and the User can exercise their rights under the applicable data protection laws.

If the User provides to ROBOCASH personal data of 3<sup>rd</sup> parties, the User confirms that those 3<sup>rd</sup> parties have agreed to ROBOCASH processing their personal data in line with the present Privacy Policy.

The User agrees that the right of ROBOCASH to process personal data is in force for the duration of the Agreement.

### 3. INFORMATION COLLECTION INSTANCES

ROBOCASH collects and processes personal data of the User in various instances, including the following:

- **User registration on the Website.** During registration, the User fills out the registration form with their initial identity and contact information and sends it to ROBOCASH electronically. ROBOCASH also collects User's electronic device information at that time.
- **Website visits.** When User visits the Website, information about the visitor's activity is collected automatically with the help of cookies or equivalent technologies. Information such as browser's identifier, the Website's visiting frequency, average time spent on the Website and viewed pages is collected. Such information is collected with the purpose to evaluate the attractiveness of our Website and to improve its content and functionality.
- **Entering the Website account as a User.** When a person enters the Website account as the registered User, we may obtain personal data to identify the User from other visitors of the Website.
- **Cookies.** Cookies are informational files, which join a computer or a mobile device when they are used for visiting or entering the Website account. The User may switch off cookies in its browser's settings. However, if cookies are switched off, some services of the Website might become unavailable that require cookies to function correctly. The User may find additional information on how to manage or delete cookies at <http://www.allaboutcookies.org/>. More information about the cookie files used by ROBOCASH can be found at <https://robo.cash/cookie-policy>.
- **Using the Website as a User.** ROBOCASH collects information about the User while using the User is using the Website, for example, to verify the User's identity, correct contact details, manage payment instruments, process payments and similar.
- **Communication with ROBOCASH.** ROBOCASH collects information from the User when and from what the User communicates to ROBOCASH via email, phone call, Live Chat, Website and other means. Similarly, ROBOCASH processes personal information when contacting the User.
- **Customer surveys.** When the User participates in a customer survey organized by ROBOCASH, ROBOCASH will store personal information if applicable.

### 4. PERSONAL DATA CATEGORIES

Below is a categorization of personal data that ROBOCASH processes in relation to its Users and the data processing requirement that applies to each personal data category or may apply depending on the processing case at hand.

**Legal requirement** is a requirement placed on ROBOCASH by the applicable legislation. Failure by the User to provide this data category or by ROBOCASH to collect this data category shall prevent ROBOCASH from entering into Agreement or force ROBOCASH to end the Agreement unilaterally.

**Requirement to enter into contract** is a requirement that is needed to conclude the Agreement. Failure by the User to provide this data category or by ROBOCASH to collect this data category shall prevent ROBOCASH from entering into Agreement.

**Contractual requirement** is a requirement that ensures the ability of ROBOCASH to maintain the Agreement. Failure by the User to provide this data category or by ROBOCASH to collect this data category shall force ROBOCASH to end the Agreement unilaterally.

**Legitimate interest** is the legal basis for processing the personal data as described earlier in the present Privacy Policy. Failure by ROBOCASH to process this data category may reduce the ability of ROBOCASH to provide the best possible product to its target audience.

Category	Including but not limited to:	Data processing requirement type
Identifying and contact information	Full name Date of birth Address Phone number e-mail address Login details including the username, password and 2-factor authentication use	<ul style="list-style-type: none"> <li>• Legal requirement</li> <li>• Requirement to enter into contract</li> <li>• Contractual requirement</li> </ul>
Identity verification	Identity document copy Document type Document number Document issue date Document expiry date Document issuing institution Document issuing country Birth place Citizenship and residence Government issued personal ID number	<ul style="list-style-type: none"> <li>• Legal requirement</li> <li>• Contractual requirement</li> </ul>
Transactional and financial data	Bank account number Financial activity information Financial activity proof documents Transactional activity in the Website	<ul style="list-style-type: none"> <li>• Legal requirement</li> <li>• Contractual requirement</li> </ul>
Electronic device and location data	IP address Forward IP address Device agent / browser details Access time of the Website. Length of visits of the Website. The internet browser type, version, time zone setting, operating system and platform. Full Uniform Resource (URL) clickstream.	<ul style="list-style-type: none"> <li>• Legal requirement</li> <li>• Contractual requirement</li> </ul>
Employment	Employer Employment position	<ul style="list-style-type: none"> <li>• Legal requirement</li> <li>• Contractual requirement</li> </ul>
Special categories of personal data	Gender	<ul style="list-style-type: none"> <li>• Legal requirement</li> <li>• Requirement to enter into contract</li> <li>• Contractual requirement</li> </ul>
Legal offences	Criminal and administrative offences	<ul style="list-style-type: none"> <li>• Legal requirement</li> <li>• Legitimate interest</li> </ul>
Credit standing	Credit health and score Past and present liabilities	<ul style="list-style-type: none"> <li>• Legitimate interest</li> </ul>
Information on family members and close relationships	Full name Nationality Country Employment details	<ul style="list-style-type: none"> <li>• Legal requirement</li> <li>• Contractual requirement</li> </ul>
Information openly available on the Internet	User's posts and comments about ROBOCASH online including social networks	<ul style="list-style-type: none"> <li>• Legitimate interest</li> </ul>

Information in public records	Information about the User such as employment, business, government registry entries	<ul style="list-style-type: none"> <li>• Legal requirement</li> <li>• Contractual requirement</li> </ul>
Communication and interaction	Information provided by the User on a voluntary basis or as required by ROBOCASH such as during communication between the User and ROBOCASH	<ul style="list-style-type: none"> <li>• Legal requirement</li> <li>• Contractual requirement</li> </ul>
Other information	Other information that may be required to be collected in order to fulfil the legal or Contractual obligations of ROBOCASH	<ul style="list-style-type: none"> <li>• Legal requirement</li> <li>• Contractual requirement</li> </ul>

## 5. PURPOSES OF PROCESSING AND THEIR LEGAL BASES

Below is a list of the purposes that ROBOCASH identifies for processing the personal data of its Users. Purposes are supplemented by non-exhaustive examples of business cases of data processing when this purpose may apply.

Purpose	Business case examples	Legal basis
Offering, providing and maintaining ROBOCASH services to each individual User	<ul style="list-style-type: none"> <li>• Accepting new Users</li> <li>• Providing continued service to existing Users</li> <li>• Processing payments on behalf of Users</li> <li>• Identifying different Users and different User portfolios</li> <li>• Matching claims with Users</li> </ul>	<ul style="list-style-type: none"> <li>• Contractual obligation</li> <li>• Legal obligation</li> <li>• Legitimate interest</li> </ul>
Realization and protection of the rights of ROBOCASH arising from the Agreement	<ul style="list-style-type: none"> <li>• Business intelligence analysis</li> <li>• Contacting Users in relation to the services</li> <li>• Managing service availability to Users</li> </ul>	<ul style="list-style-type: none"> <li>• Contractual obligation</li> <li>• Legal obligation</li> <li>• Legitimate interest</li> </ul>
Realization and protection of the rights of the User arising from the Agreement	<ul style="list-style-type: none"> <li>• Contacting Users in relation to the services</li> <li>• Keeping User records on their financial activity on the platform for correct payment processing</li> <li>• Storing and protecting User information held by ROBOCASH</li> </ul>	<ul style="list-style-type: none"> <li>• Contractual obligation</li> <li>• Legal obligation</li> <li>• Legitimate interest</li> </ul>
Fulfilling the legal obligations of ROBOCASH	<ul style="list-style-type: none"> <li>• Identifying individual Users and verifying their data under the applicable Anti-Money Laundering legislation</li> <li>• Consolidating financial information for compliance with accounting requirements</li> <li>• Executing the obligations under the Agreement and Assignment Agreements</li> </ul>	<ul style="list-style-type: none"> <li>• Contractual obligation</li> <li>• Legal obligation</li> <li>• Legitimate interest</li> </ul>
Financial and statistical analysis	<ul style="list-style-type: none"> <li>• Evaluating the financial health and risks of ROBOCASH services</li> <li>• Assessing the customer base of ROBOCASH</li> </ul>	<ul style="list-style-type: none"> <li>• Contractual obligation</li> <li>• Legal obligation</li> <li>• Legitimate interest</li> </ul>

	<ul style="list-style-type: none"> <li>Assessing the activity type and level of Users</li> </ul>	
Keeping User records	<ul style="list-style-type: none"> <li>Maintaining an audit trail of all User applications</li> <li>Recording changes to User account information</li> <li>Distinguishing between action taken by the User versus action taken by ROBOCASH</li> </ul>	<ul style="list-style-type: none"> <li>Contractual obligation</li> <li>Legal obligation</li> <li>Legitimate interest</li> </ul>
Identifying and verifying User identity	<ul style="list-style-type: none"> <li>Collecting and verifying User identity documents</li> <li>Collecting User expected financial activity on the ROBOCASH platform</li> <li>Asking additional due diligence questions in accordance with the applicable Anti-Money Laundering legislation</li> </ul>	<ul style="list-style-type: none"> <li>Contractual obligation</li> <li>Legal obligation</li> <li>Legitimate interest</li> </ul>
Managing risks and security	<ul style="list-style-type: none"> <li>Monitoring User activity levels</li> <li>Monitoring User account access for security and audit trail purposes</li> </ul>	<ul style="list-style-type: none"> <li>Contractual obligation</li> <li>Legal obligation</li> <li>Legitimate interest</li> </ul>
Maintaining the platform and the website	<ul style="list-style-type: none"> <li>Adopting the manner of User data processing to the service features as well as User needs</li> </ul>	<ul style="list-style-type: none"> <li>Contractual obligation</li> <li>Legal obligation</li> <li>Legitimate interest</li> </ul>
Developing and improving the product and the services, including for quality control	<ul style="list-style-type: none"> <li>Collecting User feedback and monitoring User activity levels and preferences</li> </ul>	<ul style="list-style-type: none"> <li>Contractual obligation</li> <li>Legal obligation</li> <li>Legitimate interest</li> </ul>
Marketing	<ul style="list-style-type: none"> <li>Communicating to Users about new or suitable products and features of ROBOCASH</li> </ul>	<ul style="list-style-type: none"> <li>Consent</li> <li>Contractual obligation</li> <li>Legal obligation</li> <li>Legitimate interest</li> </ul>

## 6. DATA RETENTION

Personal data of the User is stored in accordance with the legal basis for it and purposes of processing and is destroyed when no longer needed. This includes the following principles:

- Personal data relating to the legal obligations of ROBOCASH under the AML Law of the Republic of Croatia (including but not limited identity data, identity and account activity verifying documents, communication) shall be stored for 10 years after termination of the Agreement.
- Information on the Agreements are stored for 11 years in accordance with the Accounting Act of the Republic of Croatia after termination of the Agreement.
- Personal data shall also be retained based on our Legitimate interest for 10 years after termination of the Agreement.
- Personal data may be retained in accordance with other legal obligations of ROBOCASH and in accordance with the respective time frames set therein.

## 7. THIRD PARTIES

ROBOCASH may transfer User's personal data to and receive it from 3<sup>rd</sup> parties for the purpose of providing its services.

Third parties that ROBOCASH may receive User's personal data from:

- Any person related to the fulfilment of ROBOCASH's commitments arising from the Agreement (including, but not limited, to communications service providers, IT service providers, payment intermediaries, credit institutions etc.).
- Outsourced service providers that ROBOCASH requires for the provision of its services, insofar as such personal data collection is necessary for the performance of functions delegated to them (including but not limited to identity verification services, fraud prevention services, money laundering prevention services).
- Third parties taking legal actions in connection with debt collection from the User (for instance, debt collectors, lawyers, court bailiffs, insolvency administrators and other persons acting in accordance with the applicable laws).
- Legal, accounting and auditing service providers to ROBOCASH.
- Government authorities and institutions, regulators, law enforcement bodies.
- Government information systems such as population registers, state social insurance agencies etc. in accordance with the applicable legislation.
- Credit information bureaus.
- 3<sup>rd</sup> parties that the User asks or consents to disclose its personal data to.
- The User's legal representative.
- Social networks.
- Public information sources.

Third parties that ROBOCASH may disclose the User's personal data to:

- To affiliates, companies and enterprises related to ROBOCASH or which directly or indirectly have obtained a significant share in the share capital of ROBOCASH, or in which ROBOCASH has obtained direct or indirect participation, insofar as such information is necessary for the performance of functions delegated to them or for the provision of services by ROBOCASH to its USERS and performance of the Agreement signed between ROBOCASH and User.
- Any person related to the fulfilment of ROBOCASH's commitments arising from the Agreement (including, but not limited, to communications service providers, IT service providers, payment intermediaries, credit institutions, audit services etc.), ensuring the recipient's commitment to protect and not to disclose personal data received.
- Outsourced service providers that ROBOCASH requires for the provision of its services, insofar as such personal data disclosure is necessary for the performance of functions delegated to them (including but not limited to identity verification services, fraud prevention services, money laundering prevention services), ensuring the recipient's commitment to protect and not to disclose personal data received.
- Transferee of a claim, ensuring the recipient's commitment to protect and not to disclose personal data received.
- Third parties taking legal actions in connection with debt collection from the User (for instance, debt collectors, lawyers, court bailiffs, insolvency administrators and other persons acting in accordance with the applicable laws), ensuring the recipient's commitment to protect and not to disclose personal data received.
- Legal, accounting and auditing service providers to ROBOCASH, ensuring the recipient's commitment to protect and not to disclose personal data received.
- Government authorities and institutions, regulators, law enforcement bodies.
- Government information systems such as population registers, state social insurance agencies etc. in accordance with the applicable legislation.
- credit information bureaus.
- 3<sup>rd</sup> parties that the User asks or consents to disclose its personal data to.
- The User's legal representative.
- 3<sup>rd</sup> parties that refer the Users to ROBOCASH.
- 3<sup>rd</sup> parties to which that ROBOCASH refers its Users.

In all instances when ROBOCASH discloses personal data of its Users to 3<sup>rd</sup> parties ROBOCASH ensures legal protection of the personal data, including where applicable signing of a written non-disclosure agreement with the recipient, and the recipient's commitment to protect and not to disclose personal data received.

If ROBOCASH needs to transfer the personal data of its Users to a third country (i.e. a country outside the European Union), ROBOCASH will do this subject to one of the following conditions:

- The destination country has been recognised by the European Commission as ensuring adequate level of personal data protection (this is known as the "Adequacy decision").
- Other appropriate safeguards exist for the data transfer (including but not limited to binding corporate rules, standard data protection clauses in the cooperation agreement or an approved code of conduct, in accordance with Article 46 of GDPR).

## **8. AUTOMATED AND MANUAL DECISION MAKING**

ROBOCASH is entitled to make automated decisions regarding the provision of services and the consequential procedures applicable to the User based on information collected about the User. ROBOCASH may apply profiling to its Users in the course of its day to day business activities.

Automated decisions are made:

- during the registration process of new Users. For example, ROBOCASH may automatically determine the new User's account status right after completion of all external and internal checks, including security checks.
- during the ongoing business relationship of Users. For example, ROBOCASH may decide when a User requires undivided attention or assistance of ROBOCASH employees. ROBOCASH may determine the communication that is relevant for each User based on their interests.

Automated decisions assist ROBOCASH in being effective, scalable and relevant, and they may affect the way ROBOCASH service is rendered to the User – this includes but is not limited to:

- the specific services available based on User interests or account activity,
- User account status based on ROBOCASH automated check results,
- payment processing based on User account activity or ROBOCASH operational requirements,
- fees based on ROBOCASH business model or service availability,
- tailored communication based on User interests or account activity.

## **9. DATA SUBJECT RIGHTS**

The User has specific rights in relation to its personal data held by ROBOCASH.

### **Right to access**

the User has the right to request ROBOCASH access to the personal data that ROBOCASH is processing about the User and certain information related to its processing (in accordance with Article 15 of GDPR).

ROBOCASH will take appropriate measures to provide the requested information without undue delay and in any event within one month of receipt of the User's request. That period may be extended by 2 (two) further months where necessary, taking into account the complexity of the task. ROBOCASH will inform the User of any such extension within one month of receipt of the request, together with the reasons for the delay.

ROBOCASH reserves the right to verify the requesting User's identity before executing the User's request in order to meet its legal obligation to protect User personal data from unauthorised disclosure.

Where the User makes the request by electronic means, the information will be provided by electronic means where possible, unless otherwise requested by the User. A copy of the personal data undergoing processing will be provided free of charge. ROBOCASH may charge a reasonable fee for any further copy requests taking into account the administrative costs of providing that information.

Where requests from the User are manifestly unfounded or excessive, in particular because of their repetitive character, ROBOCASH may either:

- charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested; or
- refuse to act on the request.

Where the User's personal data has been transferred to a third country, the User may ask for information on the safeguards that were applied to that data transfer and where these safeguards can be viewed.

### **Right to rectification**

The User may request ROBOCASH to correct personal data where it is incorrect or incomplete. ROBOCASH shall do so after appropriate verification of the requested correction.

### **Right to erasure**

The User may request erasure of personal data that in User's opinion is not needed to be processed under an active Agreement (in accordance with Article 17 of GDPR). ROBOCASH may still continue processing the personal data due to legal or contractual requirements or to exercise its legal rights. ROBOCASH shall notify the User if the request for erasure makes ROBOCASH unable to continue providing service to the User.

### **Right to restriction of processing**

The User may request ROBOCASH to stop processing its personal data where it is not required for ROBOCASH to meet its legal obligations or to exercise its legal rights and:

- The personal data may be inaccurate,
- The personal data has been unlawfully processed but the User wants to keep the data on record and limit its processing,
- The personal data is no longer needed for the original purposes of processing but the User needs the data for legal claims or
- The User objects to processing of personal data but ROBOCASH is yet to conclude if there is no legal basis to continue processing it.

### **Right to object to processing**

On grounds relating to the User's particular situation, the User may object to processing that is based on the legitimate interest of ROBOCASH, including to resulting profiling. ROBOCASH shall stop processing such data unless there are compelling legitimate grounds to continue processing that override the User's objection.

The User may object to processing for direct marketing purposes at any time. In that case, ROBOCASH shall stop all such processing for said purpose.

### **Right to data portability**

The User has the right to receive the personal data which it has provided to ROBOCASH in a structured, commonly used and machine-readable format and have the right to transmit that data to another data controller without any hindrance from ROBOCASH, where:

- the processing is based on Consent or an agreement; and
- the processing is carried out by automated means.

The User has the right to have the personal data transmitted directly from ROBOCASH to another controller, where technically feasible.

This does not apply to such information as, for example, material developed by ROBOCASH from analysing the original data.

### **Right around automated decision-making**

The User has the right to request human intervention where an automated decision is normally applied, to express its opinion on the automated decision and to contest the decision made automatically.



## **Withdrawal of consent**

The User has the right to withdraw its Consent at any time by contacting ROBOCASH. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. In relation to processing of personal data via cookies and similar technologies, please see the ROBOCASH Cookie Policy at <https://robo.cash/cookie-policy>.

## **10. INFORMATION SECURITY**

ROBOCASH prioritizes secure processing of its Users' personal data by ensuring encryption, network security and the latest technologies on which the service operates. Access to User personal data within ROBOCASH is segmented on a need-to-know basis and is only provided to employees that need it to perform their direct responsibilities.

## **11. COMMUNICATION**

### **ROBOCASH contacting the User**

ROBOCASH is entitled to call and to send text messages (SMS) to the telephone number indicated by the User, to send letters via e-mail to the e-mail address indicated by the User, as well as dispatch mail to the User's postal address indicated by the User.

ROBOCASH will communicate personal data breach that is likely to result in a high risk to the rights and freedoms of the User, in case such occurs, to the User without undue delay.

### **User contacting ROBOCASH**

User has the right to communicate with the Data Protection Officer of ROBOCASH on data protection issues by e-mail: [dataprotection@robo.cash](mailto:dataprotection@robo.cash).

## **12. COMPLAINTS AND OTHER RELATED ISSUES**

If the User (except Users in United Kingdom) and ROBOCASH cannot resolve a complaint or any other related issue on data protection issues, the User may lodge a complaint with the data protection supervisory authority in the Republic of Croatia:

Personal Data Protection Agency

Address: Selska cesta 136, Zagreb, 10 000, Croatia.

**In respect of Users which are in United Kingdom** - ROBOCASH values your privacy and your rights as a data subject and have therefore appointed UK registered company named **Prighter** (<https://prighter.com/q/11393703>) as our data protection and privacy representative and your point of contact in respect of any complaint or any other related issue on data protection issues, considering that Prighter gives you an easy way to exercise your privacy-related rights (e.g. requests to access or erase personal data). If you want to contact us via our representative Prighter or make use of your data subject rights, please visit: <https://prighter.com/q/11393703>.

## **13. PERSONAL DATA CORRECTNESS**

Hereby the User also confirms that all its personal information submitted to the ROBOCASH is valid and accurate.