

## MNFST - Privacy Policy

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We, MNFST Ltd. ("MNFST", "we" or "us"), aim to protect your privacy to the maximum extent possible under the applicable law. The objective of the below privacy policy (the "Policy") is to protect your privacy and to explain and guide you through the process in which your personal information is used throughout our downloadable mobile application, the website <http://www.mnfst.com> and any additional websites owned and operated by MNFST, and MNFST's other services referred to in the app and the website (collectively: "Services"). Our Services mainly include advertising through the internet and other telecommunications, using a platform which is designated to connect operators of merchant accounts to operators of user accounts, but we may expand the scope of MNFST's services as we deem fit.

In this Policy, we will explain to you how MNFST receives, collects, stores, uses, discloses and protects personal information about any person who uses our Services. Personal information is information that could reasonably allow you to be identified (including, for the avoidance of doubt, a combination of pieces of information that, combined together, could reasonably allow you to be identified).

As a precautionary measure, if you have any doubts about any of your rights and obligations under the Policy, you are hereby advised not to proceed without consulting with a legal counsel. If you do not agree with this Policy or any of its contents, whether now or in the future, you are hereby advised to immediately cease from using our Services.

It shall be expressly noted that this Policy is an integral part of the [Terms and Conditions](#) of MNFST's app, website and their ancillary services.

## **1. Acceptance of the Policy**

- 1.1 By electronically accepting, installing, accessing or using the Services (including by visiting our website) you:
- (a) acknowledge that this Policy will apply to your use of our Services as for the moment you access our app, website or any other Service (as applicable);
  - (b) hereby agree to be bound by this Policy, which shall constitute an agreement between you and MNFST; and
  - (c) acknowledge and agree that this Policy shall apply to all personal information transmitted by you to MNFST.

## **2. Scope of Application**

- 2.1 This Policy applies to all personal information transmitted by you to MNFST, whether in the course of visiting our app and/or website and/or using any other of our Services, using our app as a registered user, using our website as a registered user, using any other Services or via any other method of transmission permitted under the terms and conditions of our Services.
- 2.2 This Policy also applies to:
- (a) information that MNFST collects via e-mail, text, photos and other electronic messaging between you and MNFST; and
  - (b) interactions between you and third-party webpages or apps that include a link to this Policy.
- 2.3 It is hereby expressly warranted that MNFST is not, nor shall be in the future, responsible for the privacy rules and regulations of any third-party app, website and/or service, regardless if such third-party app, website and/or service was linked from and/or through MNFST's app, website and/or any other Services. The foregoing sentence shall extend also to any person employed or otherwise engaged under the payroll by such third-party.

## **3. Opting Out**

- 3.1 MNFST fully upholds your right to privacy. In case you decide to opt-out of tracking by MNFST, we will fully support your decision. In order to do so, we kindly request that you send us an e-mail to the following address [legal@mnfst.com](mailto:legal@mnfst.com) and we will instruct you on how to proceed with your request. Please note that it will take up approximately 10 (ten) business days to process opt-out requests.
- 3.2 In case you wish not to receive any marketing communications through the our app, website or any of our other Services, you may contact us at the following address [complaints@mnfst.com](mailto:complaints@mnfst.com), and we will instruct you on the ways to cease receiving marketing communications.
- 3.3 In case you wish to deactivate cookies or web beacons, please refer to MNFST's cookie policy.

## **4. Collected Information**

- 4.1 MNFST collects personal information from you through various sources, whether directly when opening an account on any of our Services or indirectly, as described below.
- 4.2 MNFST will collect your personal information in the following ways:

(a) **Information that we receive from you**

- (i) Account Registration. In order for you to create an account in our app, website and/or in any other of our Service, you may be required to provide MNFST with certain information such as your name, date of birth, gender, work title, the organization in which you are employed, e-mail address, company registration number, VAT number, residential address, office address, mobile and landline numbers and the like. Such information will be provided to us either by filling in forms on our app and/or on our website and/or when subscribing for any Service, or in any other way as we deem fit;
- (ii) Payment Information. In order to transfer to you any monetary amount which you may be entitled to (if applicable), or to receive from you any monetary amount which you shall transfer to MNFST under any agreement (if applicable), MNFST may require you to provide certain information, such as your bank account details, credit card name and number, bank sort code, IBAN, CVC, CVV, card expiry date, billing information, copies of identification documents (such as passport copy and utility bill), and any other information you provide us in order to prove your eligibility to use MNFST's Services and the like. When making a payment on someone's behalf, please ensure that you have his/her permission; and
- (iii) Your Generated Content. Certain parts of our Services would require you to send MNFST content such as including photos, videos, texts and other materials ("User Content"). Such User Content will be sent to us via the relevant fields in the App or Website (as applicable).

(b) **Information that we may collect from you**

Through our Services, we may automatically collect information which relates to your log files, such as type of hardware settings, browser, operating system browser plug-in types and versions, internet service provider, mobile network information, your mobile operating system, clicked pages, IP addresses, system configuration, crashes, date and time stamp, location data, the app and/or website that led you to our app and/or website and/or applicable Service and any other information that your browser may send to MNFST. You hereby consent that MNFST may use such information to analyse trends, administer our app and/or website, track users' movement, and gather broad demographic information for statistical purposes. For more information, please refer to our Cookie Policy <https://mnfst.com/cookie-policy>; and

(c) **Information that we receive from third parties which relate to you**

- (i) Social Networks. if you allow us to do so by connecting a social network to your MNFST account, MNFST may collect personal information which relate to you from the social network's interface, such as your public profile, friends list, timeline posts (including photos and videos, information about the places tagged in them, and the types of reactions they receive), your birthday, your current location, e-mail address and the like.

*We will never post on your social network account without your consent.* However, without prejudice to the previous sentence, you hereby acknowledge and agree that such consent shall be deemed to have been irrevocably granted to us by you when you click on our app "Post to feed" (of the applicable social network), or by any similar wording implying the same.

You should note that personal information that we receive from a social network is regulated by its administrators and is subject to changes made by them (who assess MNFST periodically and may amend MNFST's permissions as they deem fit). You should be further aware that you are legally entitled to review, change and/or erase the permissions granted to MNFST, in relation to using your personal information, in the social network's interface (usually in the "settings" page or in any other similarly titled page).

- (ii) Payment Confirmation. Some of your service providers and other affiliates may provide us with some of your personal information for the purpose of determining whether your obligations to them has been satisfied or not, and whether your actions towards meeting the said obligations were duly performed.

4.3 Please note that your payment information may be required for payment processing, however it shall be noted that MNFST does not store credit card details.

4.4 In the event where you do not wish to disclose any of the above personal information but you are unable to execute any action required under the Services without disclosing such personal information, you may contact us at the e-mail [complaines@mnfst.com](mailto:complaines@mnfst.com) and notify MNFST of such malfunction.

## **5. Use of Collected Data**

You hereby agree that MNFST may use your personal information for the following purposes:

- 5.1 personalizing your experience and ensuring that the contents of our app, website our other Services will be presented to you in the most efficient manner;
- 5.2 enhancing our Services;
- 5.3 developing new Services and/or notifying you about changes to our Services;
- 5.4 developing new tools in our Services;
- 5.5 improving the infrastructure of our Services;
- 5.6 analysing the conducting system analytics;
- 5.7 enhancing MNFST's customer services;
- 5.8 contacting you with marketing offers which may be of interest of you (unless you have been opted out of marketing, or we are otherwise prevented by law from doing so)
- 5.9 making the Services more secure for the users;
- 5.10 verifying your identity to protect against fraud and to confirm your eligibility to use our Services; and
- 5.11 any similar action not specifically mentioned in the above.

## **6. Legal Basis for Using your Personal Information**

Our legal basis for processing your personal information includes, but is not limited to:

- (a) Consent. By visiting and/or using our Services, you hereby agree to this Policy.

- (b) Fulfilling our legal obligations towards you. Such as ensuring that your personal information is accessible to you for the purpose of using our Services.
- (c) Meeting our legitimate interests. Your personal information allows us derive knowledge which enables us to enhance and maintain our existing Services and develop new ones. See clause 5 for additional legitimates interest that help MNFST to reach its commercial goals.
- (d) Compliance with our applicable law, regulatory and audit obligations. We may retain personal information in case we are obliged to do so by the applicable law and/or regulatory body.

## **7. Sharing of Information**

7.1 Unless expressly specified under this Policy and/or the applicable law, MNFST will keep your personal information private, will not sell your personal information and will allow you to manage you marketing choices.

7.2 Our Services use a 3rd party software operated by Banuba (Cyprus) Limited (the "Banuba Software"), which implements interfaces for face recognition, face tracking in real time and rendering effects, and which are built into the MNFST mobile application. You should note that once used by you, the Banuba Software automatically collects from you and your device certain information, including your unique Apple identifies (IDFA and IDFV), as such terms are defined in the Banuba Software's privacy policy set out in the following link: <https://www.banuba.com/privacy-policy> (the "Banuba Privacy Policy"). By using the Banuba Software, and so long as it applies to our Services, you hereby consent to the foregoing Banuba Privacy Policy.

In case you wish to be deleted from any database maintained by Banuba, you may contact us at the following address [complaints@mnfst.com](mailto:complaints@mnfst.com), and we will instruct you on the ways to procure so.

You shall further note that the Banuba Software uses TrueDepth API technologies to create AR effects in TrueDepth cameras, and such effects are built into the MNFST mobile application. The only use of the TrueDepth API is to provide valuable user features, and none of the information collected by the TrueDepth API ever leaves the user's device. MNFST does not share information with third parties, and does not store or process in any other way the data which it accessed and used via TrueDepth API. For more information about TrueDepth API technologies, you may visit <https://support.apple.com/en-us/HT208108>.

7.3 MNFST shall be entitled to transfer and/or assign and/or disclose your personal data to certain data processors, each being a natural or legal person, public authority, agency or other body which processes personal data on behalf of MNFST, in the event where:

- (a) MNFST explicitly receives your consent for such transfer and/or assignment and/or disclosure;
- (b) the transfer and/or assignment and/or disclosure is required for a third party to assist MNFST with the operation and/or enhancement of MNFST's app, website and/or the other MNFST Services;
- (c) you make and/or receive a payment through the App, Website and/or other of our Services, and the third party requires your personal information in order to consummate the said payment;
- (d) such personal information is aggregated or de-identified for the purpose of analytics, analysis, trends and the like, and no visitor to our Services will be individually identifiable from these aggregated and/or anonymised information and statistics;

- (e) MNFST believes that preventing of such such transfer and/or assign and/or disclose of your personal information may contradict with any law, regulation or any request by a governmental authority;
- (f) such personal information is required to detect, prevent, or otherwise address fraud or security issues, or protect against harm to the rights, property or safety of MNFST, its users, yourself or the public; and
- (g) if we believe the disclosure is necessary or appropriate to protect MNFST's customers.

7.4 In the event where MNFST is involved in a merger, acquisition, reorganization, sale of assets or liquidation procedure, MNFST may disclose your personal information (for such M&A purpose).

7.5 For the avoidance of doubt, MNFST shall at all times be entitled to transfer and/or assign and/or disclose your personal information to any of its affiliates controlled by MNFST, without obtaining your consent.

## **8. Information Security**

8.1 All of your personal information transmitted to MNFST will be stored in secure services. We will use our best efforts to protect your personal information, however you shall be aware that the internet is not completely secured and therefore we can not guarantee a bulletproof security of your personal information. Therefore, you hereby acknowledge that any transmission of your personal information is made at your own risk.

8.2 MNFST's app and website and the additional Services (as applicable) take all reasonable measures to protect your personal information that is held by MNFST from unauthorised access, use, disclosure, alteration or destruction. MNFST has security measures in place to protect the users' database and access to this database is restricted. However, it remains your own responsibility to: (i) ensure no one else uses our Services while you are "signed in" to your account; (ii) sign out from your account when not using it; and (iii) keep his password or other access information secret.

## **9. Access to Your Data / Your Rights over the Personal Information**

9.1 MNFST does not have direct relationship with the personal information that we process. Therefore, you may:

- (a) where you feel that our use of your personal information impacts any of your fundamental rights, object to processing of your personal information;
- (b) receive a copy of your personal information that MNFST holds;
- (c) request that we correct the personal information that we hold about you (subject to MNFST's right to verify the new personal information that you provide);
- (d) request that we withdraw your consent of the processing of your personal information (but you acknowledge and agree that exercising this right will not affect the lawfulness of processing of your personal information prior to the date of withdrawal);
- (e) ask us to restrict the processing of your personal information;
- (f) request that we transmit your personal information to a third party (subject to our right to investigate if such third party is permitted to receive such personal information);

- (g) request MNFST to erase and/or remove any or all of your personal information; and
- (h) lodge a complaint with your local data protection authority.

9.2 We will keep your personal information for as long as we have a relationship with you. Once our relationship with you has come to an end, we will retain your personal information for a period of time that enables us to:

- (a) maintain business records for analysis and/or audit purposes;
- (b) comply with record retention requirements under the law;
- (c) defend or bring any existing or potential legal claims;
- (d) deal with any complaints regarding our Services; and
- (e) any other purposes for which personal information will be retained.

9.3 We will delete your personal information when it is no longer required for these purposes. If there is any information that we are unable, for technical reasons, to delete entirely from our systems, we will put in place appropriate measures to prevent any further processing or use of the personal information.

9.4 You should note that MNFST:

- (a) may not always be able to comply with your said request for specific legal reasons. MNFST will notify you of the nature of such non-compliance; and
- (b) may not be able to provide you MNFST's services in case you request that we effect any of the following actions set above in this clause (and therefore we may need to terminate your MNFST's account).

## **10. Informational Data Transfer**

10.1 We operate a global business, and therefore, in order to provide MNFST's services, we may need to have your personal information processed outside of the European Economic Area (EEA). In case you do not wish to have your personal information processed outside of the EEA, please cease immediately from using MNFST's Services.

## **11. Children**

MNFST's Services are not targeted for any person under the age of 16, and MNFST will make all reasonable efforts required to not collect any information regarding any person under that age. In the event MNFST unintentionally receives any information from or about a child under the age of 16, MNFST will procure that all necessary actions are made so that such information is deleted without undue delay (but at all times, subject to the restrictions of the applicable law).

## **12. Miscellaneous**

12.1 Nothing in this Policy shall:

- (a) be construed as creating any agency, arrangement, partnership, joint venture, trust or fiduciary relationships or any other similar relationship between you and MNFST; and
- (b) create or confer any rights or benefits to any third-party, or grant you any security interest in any asset of MNFST.

12.2 This Policy has been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of this Policy and the English language version, the meaning of the English language version shall prevail.

### **13. Amendments**

13.1 We may change this Policy at any time by post those changes on the app and/or website and/or any other Service (as applicable), so that you shall always be aware of those changes. The changes take effect immediately once they are published the relevant Service, with the indication of the date in which those changes were made. These changes will supersede any prior changes.

13.2 Where a change of this Privacy Policy constitutes a material change which has a significant impact on your rights, we will give you an advance notice so that you will be able to exercise your rights of objection (as well as any other right) prior to the change. If you continue to use our Services after MNFST posts the changes to this Policy, it will indicate that you accepted those changes and the Policy as a whole.

### **14. Contact Us**

14.1 MNFST is the data controller of the personal information that you transmit to the app and/or website and/or any other Services in the course of the operations of the app and/or website and/or the other applicable Service (as applicable).

14.2 If you have any doubts about any of your rights and obligations under the Policy, you may contact us at [legal@mnfst.com](mailto:legal@mnfst.com).

14.3 In compliance with the General Data Protection Regulation (GDPR) (EU) 2016/679 which can be found in the following link <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32016R0679>, we have appointed a data protection officer ("DPO"). In the event where you have any questions relating to your rights and obligations set out in this Policy, you may contact our DPO at the following e-mail address: [dpo@mnfst.com](mailto:dpo@mnfst.com).

14.4 MNFST is devoted to obtaining an equitable resolution regarding any concern and/or complain regarding your privacy. If you believe that your concern and/or complain has not been satisfied by us under this Policy or following a correspondence with MNFST's designated personnel, you shall, in all cases, have the right to report or file a compliant to the applicable data protection authority in your company of residence (using such authority's website).

This Policy shall be deemed effective as of January 23, 2020.