

Privacy Policy

YaCrypto, referred to as “Company”, which term shall refer to and include its owners, directors, investors, employees or other related parties.

While the Company has other products and services under separate terms and conditions not intersecting the ones here, this agreement includes the terms of use of the application referred herein as “YaCrypto”.

Persons availing of the YaCrypto Services, directly or indirectly, are referred to herein, as “Users”.

This is an agreement between YaCrypto and User, which is binding and requires mandatory compliance by User. Integrity, honesty and ethical business practices are some of the core values for YaCrypto. YaCrypto strongly condemns any and all activities related to money laundering and such other illegal actions. In order to prevent misuse of the YaCrypto Services, Users are required to strictly comply with the terms contained herein, which forms part and parcel of the User Terms of Service. Terms not defined herein shall carry the same interpretation, as in the User Agreement and in the absence thereof to general usage and parlance.

Users are required to read, review, understand and then agree to the terms hereunder for using or availing of the YaCrypto Services, before clicking the “I Accept” option.

This Agreement supersedes and replaces any and all prior oral or written understandings or agreements between YaCrypto and the User with respect to the Privacy Policy.

DEFINITIONS

All terms defined in the Terms of Service and the Anti-Money Laundering Policy will carry the same meaning, force and effect in this Privacy Policy.

“Applicable Law” means the law in force for the time being within the territory of UAE & India;

PRIVACY POLICY

(A) YaCrypto is committed to ensuring the safety and protection of all data and information shared with YaCrypto by its Users subject to Applicable Laws and the terms and conditions set out hereunder and processes established by YaCrypto in compliance with the applicable reasonable security practices and procedures, prescribed by Government or Regulatory authorities, as the case may be.

(B) YaCrypto shall not be liable for any breach or violation of its systems or policies due to malicious attacks, errors, commissions or omissions not willfully initiated by YaCrypto, leading to breach of data or information of User.

DATA COLLECTED

(A) YaCrypto collects all personal data and information of the User including sensitive personal information. Use of the YaCrypto services is contingent on acceptance of the terms contained herein. User shall be deemed to have volunteered the data and information collected, retained, used and disseminated by YaCrypto, upon accepting the terms herein and those contained in the Terms of Service of YaCrypto.

(B) User hereby consents that when personal data is shared with YaCrypto, User hereby agrees and acknowledges YaCrypto's right to use or disseminate such data or information including transfer of the personal and sensitive personal information of the User from current location to external sources including outside US and third parties.

(C) YaCrypto collects and retains data and information of user including the following:

i. Information provided / shared by the User:

YaCrypto collects any and all personal information provided by User to YaCrypto. This information may include that which is provided by the Users, at the time of opening an account and transacting with YaCrypto including the following:

- a. Name,
- b. Residential Address,
- c. Registered Mobile Number,
- d. Email Address,
- e. Government issued ID,
- f. Bank Account Details
- g. Any other information.

ii. YaCrypto may collect, retain, use or store data or information automatically collected from a device or through connections associated to such device, including but not limited to the following:

- a. User's device information including but not limited to IMEI or equipment identification number, IMSI or subscriber identification, MAC address, Android version, device details, network operator, contact list information, Wifi / Data Network connectivity.
- b. Information generated by the User's use of the app and the website, including cookies and IP addresses.
- c. Access to User's Photo Gallery / Media / Files / Camera;
- d. Access to User's other apps and services including messaging through SMS; usage data;
- e. Geolocation of a User's device or such or other automatically collated data or information of User.

PURPOSE & USE OF DATA COLLECTED

(A) YaCrypto collects, retains and puts to use the information shared by the User, as above, with the consent of and concurrence of the User. The data and information collected above is utilized by YaCrypto, to ensure effective rendering of its YaCrypto Services and to comply with legal requirements.

(B) YaCrypto does not sell the data collected and retained of User.

(C) Data collected from User is put to use by YaCrypto for enhancing its services to User.

COLLECTION OF DATA

(A) *Cookies*

i. YaCrypto uses cookies on its App and website to collect data about User. Cookies collect User information including App usage, visits to the App or website and other User generated information. Cookies allow Users to navigate from page to page without

having to re-login each time, count visits, and see which areas and features of the YaCrypto App and website are popular.

ii. YaCrypto may also use the data collected via cookies to tailor advertisements to Users and to track the popularity of its website. Use of cookies and other technologies may allow YaCrypto and third parties to collect information about User browsing activities over time and across different websites following use of YaCrypto services.

iii. YaCrypto also collects information that your browser sends whenever User visits its site. This information may include information such as the device's Internet Protocol ("IP") address (with replaced last byte), browser type, browser version, the pages of YaCrypto site that User visits, the time and date of visit, the time spent on those pages and other statistics.

(B) Analytics

i. YaCrypto uses third party analytical tools to collect data about User devices and Internet connections. That information includes the IP address of User computer and/or Internet service provider, when User accesses its website, the Internet address of websites from which User links to the YaCrypto website, specifications of User browser, and User movements and preferences on the YaCrypto website. All of this information is used internally for the purpose of understanding how the YaCrypto website is being used and to improve the same.

ii. YaCrypto also uses third party analytical tools to collect data about usage of the YaCrypto mobile app. The information collected identifies the types and timing of actions taken, including installation, registration, uploading, and certain types of navigation. All of this information is used internally for the purpose of understanding how the YaCrypto mobile app is being used and to improve the same

(C) Action Tags

i. YaCrypto uses action tags (also called pixel tags, clear GIF, or beacons) to identify pages visited and interacted with by the User. Action tags may collect and transmit this data in a manner that identifies the User if User has registered with the YaCrypto website, or is logged into the YaCrypto website. YaCrypto also uses action tags in emails, to determine whether an email has been opened or whether it has been forwarded to a third party.

ii. YaCrypto also uses action tags in the mobile app which may identify the websites visited by the User and the manner in which the User interacts with them.

(D) Do Not Track

YaCrypto currently does not respond to "Do Not Track" signals and operates as described in this Privacy Policy whether or not a Do Not Track signal is received. If there is a change in such policy, a suitable modification to this Privacy Policy will be made by YaCrypto listing out the mechanism and procedure for the same.

GRIEVANCE

User may register their grievance with respect to data collection, retention or use to YaCrypto's Grievance Officer via contact form in <https://yacrypto.com/>.

DATA RETENTION

(A) YaCrypto shall retain the User's information for as long as the account is active or as needed to provide services in accordance with applicable laws.

(B) The retention period may be extended to comply with legal obligations, resolve disputes, and enforce agreements for a period of ten years after termination of the account or such extended period, under applicable laws. YaCrypto may retain data for such or further periods but is not obligated to do so in all instances. YaCrypto shall not be liable or responsible for non – availability or non – retention of data or information beyond the termination of the User account.

(C) The retention period may extend beyond the end of User account, but it will be only as long as it is necessary for YaCrypto to have sufficient information to respond to any issues that may arise later, including but not limited to retention for the purpose of investigations or ongoing prosecutions or in case of Suspicious transactions or if YaCrypto requires the information for its records or to support legal proceedings, or if YaCrypto believes in good faith that a law, regulation, rule or guideline requires it.

UPDATION OF USER DATA AND WITHDRAWAL OF USER CONSENT

(A) The User shall ensure that all data and information shared with YaCrypto is accurate, correct and complete. User shall ensure that change of the User's address or any change in circumstances impacting use of the YaCrypto Services, is promptly communicated to YaCrypto through contact form at <https://yacrypto.com/>.

(B) YaCrypto will not be held liable or responsible for any incorrect information provided by the User to YaCrypto.

(C) User may, upon termination of the use of the YaCrypto Services, as provided in the Terms of Service, withdraw consent granted herein to YaCrypto. The same shall however not affect actions undertaken or data and information collated or technological processes initiated prior to such withdrawal of consent. Such withdrawal of consent shall also not affect retention of data and information collected prior to such withdrawal.

SHARING OF INFORMATION WITH THIRD-PARTIES

The User agrees and consents to YaCrypto sharing the following anonymized data or to otherwise give YaCrypto permission to share with third-parties the following:

(A) For advertising, referral, operations, financial services and technology services (such as hosting providers, identity verification, support, payment, and email service providers);

(B) If required by applicable law or legal process, or if YaCrypto believes that it is in accordance with applicable law or legal process;

(C) To protect the rights, property and safety of YaCrypto, its users and the public, including, including but not limited to usage in court proceedings, or to detect or prevent criminal activity, fraud, material misrepresentation, or to establish its rights or defend against legal claims; or

(D) In connection with selling, merging, transferring, or reorganizing all or parts of YaCrypto's business.

REASONABLE SECURITY PRACTICES

(A) Protection of the User's personal information is of utmost importance to YaCrypto and it takes all reasonable steps to secure data and information pertaining to its Users, including those prescribed under all applicable laws

(B) YaCrypto takes appropriate legal, administrative, physical, and electronic measures designed to protect the information that Users share with YaCrypto from accidental or unlawful destruction, accidental loss or unauthorized access, use, modification, interference, or disclosure.

(C) YaCrypto however does not extend any warranties with respect to the security or safety of data and information transmitted through digital platforms or online, both of which are susceptible to malicious attacks.

MODIFICATIONS

These terms may be periodically reviewed and revised. User will be notified through an update of the App. The revised draft will be uploaded on the YaCrypto Website and will reflect the modified date of the terms. User is required to periodically visit the website and review terms and any changes thereto. Continued use of the YaCrypto Services constitutes agreement of User to the terms contained herein and any amendments thereto.

MISCELLANEOUS

All other provisions of the YaCrypto Terms of Service shall be read into this policy and shall form part hereof, including Governing Laws and jurisdiction, notices, severability, assignment and such or other provisions.