

WTR TOKENS SALE PRIVACY POLICY

Last Updated: 10.12.2017

STATUS AND ACCEPTANCE OF PRIVACY POLICY

1. This Privacy Policy (hereinafter referred to as the “Policy”) sets forth the general rules of Participant’s Personal Data collection, processing, distribution, use and keeping by the eWaiter.
2. Throughout this Policy, eWaiter will use the term “Personal Data” to describe information that can be associated with a specific person (hereinafter the Participant) and can be used to identify that person (including the information about the Participant’s activities, such as information about Your use of the Website, when directly linked to personally identifiable information, including automatically collected). eWaiter does not consider Personal Data to include information that has been anonymized so that it does not identify a specific Participant.
3. This Policy is inalienable part of eWaiter General Terms & Conditions of WTR Tokens Sale. In terms not regulated by this Policy, the eWaiter General Terms & Conditions of WTR Tokens Sale shall apply to the relationships that arise hereunder.
4. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in eWaiter General Terms & Conditions of WTR Tokens Sale.
5. It is presumed that by the fact of the Website use and purchase of WTR Tokens or by providing eWaiter the Personal Data directly on its request, the Participant has fully read, understood and accepted this Policy. If any Participant does not agree with this Policy in general or any part of it, such Participant should withhold from using the Website and/or purchase of WTR Tokens.

COLLECTION, PROCESSING AND USE OF PERSONAL DATA

6. The purpose of personal data collection, storage and processing within the eWaiter project shall only be the identification of the WTR Token purchaser - Participant of the WTR Tokens Sale
7. eWaiter collects Personal Data from running the Website and uses Personal Data, provided to eWaiter by You. When the Participant visits the Website or uses our products, eWaiter collects the Personal Data sent to eWaiter by Your computer, mobile phone, or other access device. This Personal Data includes:
 - 1) Your mobile network information;
 - 2) Your IP address;
 - 3) Information about the device that Participant uses to access the Website and/or eWaiter App. Such information includes, but is not limited to, identifier, name, and type, operating system;
 - 4) Web log information, such as Your browser type, and the pages You accessed on eWaiter Website.

When the Participant uses a location-enabled device with eWaiter Website and products, eWaiter may collect geographical location data or use various means to determine the location, such as sensor data from the Participant’s device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, eWaiter will not release Your personally identifying information of such kind to any third party without Your consent, except as set forth herein.

8. If the Participant wants to purchase WTR Tokens, eWaiter will collect and store the following type of Personal Data about You:
 - 1) Your email.
9. In certain cases (when additional verification by bank or compliance authority is needed according to governmental rules, anti-money laundering (AML) or “know-your-customer” (KYC) policies) eWaiter may require You to provide additional information, and namely:
 - 1) Passport or driver license details;
 - 2) Numbers that You may use or have registered with Your local tax authority;
 - 3) Utility bills;

- 4) Photographs of You;
- 5) Confirmation of proceeds sources;
- 6) Sworn statements.

The abovementioned information and details shall be provided only upon special personal request to the Participant and specified in respective email. eWaiter also reserve the right to request the Participant for remote identification procedure.

10. eWaiter reserves it's right to request basic Personal Data, described in clause 9, prior to the purchase of WTR Tokens and/or use of any services, available through the Website. eWaiter may refuse the Participant access to the Website in case if eWaiter has grounded doubts as to the validity, authenticity and genuineness of the Personal Data, provided by the Participant.

11. If the Participant does not provide eWaiter with the Personal Data as specified in clauses 8, 9. hereof, the Participant shall not be able to use the full functionality of the Website and purchase WTR Tokens and/or use the eWaiter Application. At that, eWaiter shall not bear any liability for such possible incomplete use.

12. When the Participant accesses the Website or uses eWaiter products or services eWaiter (or a service provider on our behalf) may place small data files called "cookies" on the Participant's computer or other device. eWaiter uses these technologies to recognize You as our Token Sale Participant, customize eWaiter Website, eWaiter Application and advertising, measure promotional effectiveness and collect information about Your computer (as described in clause 7. hereof) or other access device to mitigate risk, help prevent fraud, and promote trust and safety. You may control the use of cookies within Your internet browsers' settings. If you reject or delete certain cookies, be aware that the performance of the related features and functions of our Website and services may be impaired.

13. eWaiter collects from the Participants only the Personal Data that eWaiter needs for their proper use of the Website or for purchase of WTR Tokens. In particular, eWaiter uses the Participant's Personal Data to:

- 1) Administer eWaiter Website and eWaiter Application and provide services;
- 2) Develop new products and services;
- 3) Personalize eWaiter Website and eWaiter Application for You;
- 4) Send You technical notices, support and administrative messages;
- 5) Communicate with You about products, services, promotions, events and other news and information eWaiter may think will be of interest to You;
- 6) Monitor and analyze trends, usage and activities in connection with eWaiter Website and eWaiter Application;
- 7) Provide third parties with statistical information about eWaiter Participants (but those third parties will not be able to identify any individual Participant from that information);
- 8) Detect, investigate and prevent illegal activities within the eWaiter Application and the Website, as well as protect the rights and property of the eWaiter and others;
- 9) Link or combine Personal Data eWaiter collects from or about You; and
- 10) Verify compliance with the terms and conditions governing the use of eWaiter Website and eWaiter Application.

14. eWaiter is the only data controller and processor, cases when there is an objective eWaiter needs to control/process or store Personal Data at eWaiter's counterparties or agents. Should such counterparty or agent be engaged by the eWaiter, eWaiter shall notify You in advance.

15. You may access, review and edit Your Personal Data at any time by communicating eWaiter in writing.

16. The Participant has the right to require eWaiter to delete Participant's Personal Data provided by the Participant to eWaiter or revoke his (or her) consent for collection, processing and storage of his (or her) personal data by eWaiter at any time. If You decide to do this, You should send the respective notification to the eWaiter. eWaiter shall delete Your respective Personal Data from any sources within 24 hours from the moment eWaiter receive such request from You. At that, the eWaiter reserves its right to suspend provision of any services to You referring to eWaiter project and/or delete Your Account on the Website or the eWaiter Application without prior notice, not providing any compensations to You.

17. eWaiter will not publish any Personal Data related to Your purchase of WTR Tokens without Your prior written consent.

PERSONAL DATA PROTECTION AND SHARING

18. eWaiter will do any and all efforts and actions prescribed by Applicable Law to store any of Your personal data in secrecy.

19. eWaiter stores and process Your Personal Data on eWaiter servers in various jurisdictions, where our facilities and/or eWaiter service providers are located. By submitting Your Personal Data, You agree to this transfer, storing, or processing. eWaiter will take all steps reasonably necessary to ensure that Your Personal Data is treated securely and in accordance with this Policy. eWaiter protects Your Personal Data under internationally acknowledged standards, using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Third parties may be located in other countries where the laws on processing of Personal Data may be less stringent than in Your country. From time to time, the Personal Data may be also stored in other locations, and in such cases, eWaiter will ensure that the Personal Data will be stored and processed with the reasonable level of care and security.

20. eWaiter will not share Your Personal Data with any third parties other than eWaiter respective identity verification partners. eWaiter reserves it's right to share Your Personal Data with:

- 1) eWaiter banking and brokerage partners, if necessary;
- 2) Companies that eWaiter plans to merge with or be acquired by (should such a combination occur, eWaiter will notify You and will require that the newly combined entity follow these terms with respect to Your Personal Data);
- 3) Third party identification service providers for fraud prevention purposes;
- 4) Law enforcement, government officials, or other third parties when eWaiter are compelled to do so by a subpoena, court order, or similar legal procedure; or eWaiter believes in good faith that the disclosure of Personal Data is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of any of eWaiter policies;
- 5) eWaiter Personal Data processing counterparties or agents, hired by or cooperating with us, who's services are required by us from the practical point of view;
- 6) Other third parties only with Your prior consent or direction to do so.

21. eWaiter will not provide Your Personal Data to any other Website users or third parties other than described in clause 20 herein without Your consent or direction.

22. eWaiter will not sell or sent Your Personal Data to third parties.

23. eWaiter may combine Your Personal Data with information eWaiter collects from other companies and use it to improve and personalize the Website and eWaiter Application, as well as our content and advertising.

24. eWaiter may use Your name and email address to provide You with information about products or services that may be of interest to You, but eWaiter will not use Your Personal Data without complying with applicable laws and, where appropriate, obtaining your consent.

25. eWaiter services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which the Website is advertised). If You follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that eWaiter does not accept any responsibility or liability for these policies or for any Personal Data that may be collected through these websites or services, such as contact and location data. Please check these policies before You submit any personal data to these websites or use these services.

RETAIN INFORMATION

26. In accordance with Applicable Law and as needed to provide services to eWaiter Participants, eWaiter may hold Your Personal Data. This requirement is conditioned by the need of complying with legal obligations and resolving possible disputes. eWaiter may retain Your Personal Data for as long as You possess WTR Tokens and/or use the Website or the eWaiter Application. Moreover, Your Personal Data may be hold beyond the abovementioned

period till it is indispensable for eWaiter to have relevant information to respond to any issues that may arise later.

SECURITY

27. eWaiter uses relevant electronic and procedural safeguards to protect the privacy of the information the Participant provides to eWaiter from loss, misuse, disclosure, alteration and destruction. Please note that transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not one hundred percent secure. Please note that eWaiter are not liable for the security of any data Participants are transmitting over the Internet, or third party content.

CHANGE/UPDATE/DELETE PERSONAL DATA

28. You have a right to demand eWaiter to provide You access to Your Personal Data and to require the correction, updating or deletion of incorrect or/and inaccurate data by contacting eWaiter. Nevertheless, this request must comply with eWaiter General Terms & Conditions of WTR Tokens Sale and eWaiter legal obligations.

AMENDMENTS

29. eWaiter reserves the right to modify or amend this Policy at its own discretion. If such modifications or amendments will occur, eWaiter shall notify the Participants. Your continued usage of the Website shall mean Your acceptance of those modifications and amendments.