

Terms of Use and Privacy Policy

Terms of Use

General

This website (“**our website**”) is owned and operated by Kenetic Capital Limited (“**Kenetic**”, “**we**” or “**us**”) a company incorporated with limited liability in Hong Kong. Each reference in these terms of use to “our website” includes all materials that we make available to you on our website.

By using our website, you agree to comply with these terms of use. Please check this page each time you use our website, as we may update these terms from time to time.

If you carry out any transaction through our website, that transaction may be subject to additional terms and conditions which you will be asked to read and accept at the relevant time, and such transactions, and/or any products or services, may be carried out with, or provided by, one of our affiliates. To the extent of any inconsistency with these terms, the terms of the transaction apply to that transaction and any matters connected with it.

Your obligations

You must comply with any instructions we give you about how to use our website and must not do anything that interferes with or adversely affects the normal operation of the website (including the ability of other users to access or use the website).

You are responsible for ensuring the security of the systems and devices that you use to access our website, including through use of appropriate virus-checking and other security software.

Right to suspend or terminate access

We may suspend, terminate or block your access to all or any part of our website at any time and without prior notice to you.

Intellectual property

All of the intellectual property rights in and to our website belong to us and our licensors. We may update and change the materials available on our website, including by removing materials, at any time in our discretion without notice to you.

You may download or print sections of our website if needed for your own personal use, but otherwise you

may not reproduce any part of our website without our express prior consent. To the extent that our website contains functionality that allows you to access or download specific materials through our website, your use of that functionality and the downloaded materials may be subject to separate terms and conditions which you will be asked to read and accept at the relevant time.

No offer, no advice and no financial services

In no event should the information and any materials contained in this website be construed as a solicitation or offer, as advice or as a recommendation to buy, sell or engage in any transaction or any services whatsoever. In particular, such information and materials should not be considered as an offer or solicitation to buy or sell any financial instruments, provide financial advice, or provide any other financial services of any kind in any jurisdiction. You should obtain appropriate professional advice when necessary.

Liability

While we will use reasonable care and skill in operating our website, we cannot promise that our website will always be available, meet your requirements or completely free of faults, errors or compromise from cybersecurity events.

To the maximum extent permitted by law, except as expressly set out in these terms of use, we, our affiliates and our respective directors, officers, employees and representatives exclude:

- all conditions, representations, warranties and statutory guarantees, whether express or implied, in relation to our website, including without limitation as regards the completeness or accuracy of any information; and
- any liability, whether in contract, tort (including negligence), or otherwise, for any indirect or consequential loss, damage or expense incurred by you or any other user in connection with our website.

To the extent we are unable by law to exclude any implied condition, representation, warranty or statutory guarantee in relation to the provision of goods or services through our website, we, our affiliates and our respective directors, officers, employees and representatives limit our liability for a breach to the re-supply of those goods or services, or payment for such re-supply. This is without limitation to any other exclusions or restrictions of our or others' liability in connection with this website.

Access

You may need to register with us in order to access certain parts of our website. In this case, we may issue you with a user name and password, or other appropriate log-in details for your account. You are responsible for keeping your log-in details confidential so that they cannot be used without your permission. You will be responsible for any use of our website by anyone using your log-in details.

Website links

Our website may contain or link to information that has not been devised, verified or tested by us or any of our officers, employees or agents. These are provided for your information only. We do not take any responsibility for that information, nor endorse its accuracy or completeness.

We do not guarantee that the information, or the provision of the hyperlinks to you, does not infringe third party rights. If our website contains a link to an external website, we do not endorse, recommend, approve, guarantee or introduce any third parties or the services and/or products that those third parties may offer. We accept no responsibility for them or any of the content available, or for any loss or damage that may arise from your use of them.

You may provide a link to the home page of our website at, on any website you operate, as long as you do not suggest any form of association, approval or endorsement on our part without our express prior permission and you promptly delete the link at our request.

Except as set out in this clause, you may not link to our website.

Governing law

These terms of use are governed by the laws in force in the Hong Kong Special Administrative Region of the People's Republic of China and are subject to the exclusive jurisdiction of the courts in that place.

Questions

Please contact us info@kenetic.capital you have any questions about our website.

Privacy Policy

General

We are Kenetic Capital Limited, a company incorporated with limited liability in Hong Kong (“Kenetic”, “we” or “us”). Your privacy is important to us. We are committed to protecting the privacy, confidentiality and security of the personal data we hold by complying with the requirements under applicable laws and regulations. We are equally committed to ensuring that all our employees, service providers and agents uphold these obligations. This policy explains how we manage personal data within our organisation.

You accept and consent to this Privacy Policy when you sign up for, access, or use our website, products, services, technologies or functions (or those offered by an affiliate of Kenetic). By accepting and consenting to this Privacy Policy, you expressly consent to our use and disclosure of your personal information in the manner described in this Privacy Policy.

Ways in which we collect personal data

We may collect personal data about you in the following ways:

- where you register for an account or to receive emails from us
- when you order products or services from us
- when you submit a query or request to us
- when you respond to a survey that we run or fill in forms on one of our websites
- by tracking your use of our websites and mobile applications
- from public sources
- from third parties who are entitled to disclose that information to us
- when you apply for a job with us
- from examination of public and private blockchains

In some cases we may be required by law to collect certain types of personal data about you.

Where we collect personal data from you, we will generally do so ourselves. However, in some cases we may collect personal data from a third party, such as through your representatives, contractors who provide services to us, or third parties who refer you to us because they think you may be interested in our products or services or a career with us.

Kinds of personal data we collect

The kinds of personal data that we collect and hold about you may include:

- identifying information, such as your name and date of birth
- contact information, such as your postal address, email address and telephone number
- social media handles and other social media profile information that you make available to us or to the public
- financial information, such as credit card, bank account or other payment details
- emails and passwords that you create when registering for an account with us
- details of any products or services that we provide to you
- information about how you use (and/or intend to use) the products and services we provide
- records of our communications with you, including any messages you send us
- blockchain identifiers, such as blockchain addresses and public keys

Without this information, we may not be able to provide you with our products or services (or with all of the features and functionality offered by our products or services) or to respond to queries or requests that you submit to us.

Purposes for which we use personal data

We use personal data that we collect about you for the following purposes:

- to verify your identity when you are dealing with us
- to determine your eligibility for any of our products or services
- to determine your compliance with the terms and conditions that apply to any of our products or services and applicable law
- to enable us to provide our products and services
- to improve our website based on your information and feedback
- to answer your queries and requests
- to comply with our legal and regulatory obligations
- to carry out market analysis and research
- to monitor use of our products and services
- to assess, maintain, upgrade and improve our products and services

- to carry out education and training programs for our staff
- to manage and resolve any legal or commercial complaints or issues
- to carry out planning and forecasting activities and other internal business processes
- to keep you informed about our activities, including by sending out newsletters

Direct marketing

We may from time to time use your personal data in order to send you marketing materials about products or services that we think you may be interested in (including in some cases products and services that are provided by a third party). We will always give you the opportunity to opt-out of any such marketing communications by contacting us at info@kenetic.capital.

We may use your following personal data for the purpose of direct marketing:

- identifying information, such as your name and date of birth
- contact information, such as your postal address, email address and telephone number
- products and services portfolio information and demographic data held by us from time to time

If we use your personal data in any direct marketing communications, you have the right to request that we provide you with the source of that personal data. There is no fee for requesting this information. We will provide you with the source of the personal data, unless it is impracticable or unreasonable to do so.

We may also use and disclose your information for other purposes in accordance with your requests or instructions including to provide the products or services you have requested.

People to whom we disclose personal data

We may share personal data about you with:

- your representatives, advisers and others you have authorised to interact with us on your behalf
- our staff who need the information to discharge their duties
- related entities within our corporate group
- our business partners, agents and service providers

- payment system operators and financial institutions
- prospective purchasers of all or part of our business or shares in our company or a related entity
- professional advisers who we engage to provide advice on our business
- government or regulatory authorities who ask us to disclose that information, or to other people as required by law or regulation

In some cases the people to whom we disclose your personal information may be located overseas. Further, we may have servers located overseas. There may not be in place data protection laws which are substantially similar to, or serve the same purposes as the applicable data privacy laws in Hong Kong. This means your personal information may not be protected to the same or similar level in Hong Kong

We will never sell your personal data to any third party, except with your explicit consent.

Cookies

We may use cookies to monitor and observe your use of our websites, compile aggregate data about that use, and provide you with a more effective service (which may include customising parts of our websites based on your preferences and past activities on those websites). "Cookies" are small text files created and stored on your hard drive by your internet browser software, in order to hold relevant information about the web page you are currently viewing. Most internet browsers have a facility that will allow you to disable cookies altogether – please refer to your browser's help menu to find out how to do this. While you will still be able to browse our websites with cookies disabled on your internet browser, some website functionality may not be available or may not function correctly.

Storage and security of personal data

We generally store the personal data that we collect in electronic databases, some of which may be held on our behalf by third party data storage providers. Sometimes we also keep hard copy records of this personal data in physical storage facilities. We use a range of physical and technical security processes and procedures to protect the confidentiality and security of the information that we hold, and we update these from time to time to address new and emerging security threats that you become aware of.

We also take steps to monitor access to and modification of your information by our staff, and ensure that our staff are aware of and properly trained in their obligations for managing your privacy.

Retention of personal data

Your personal data will not be kept longer than required. We may retain your personal data for a period of 6 years. At our discretion, we may retain personal data for longer than the said period if we consider it necessary or desirable to do so to meet our legal or regulatory obligations.

Access and correction

If you want to access any of the personal data that we hold about you or to correct some aspect of it (e.g. because you think it is incomplete or incorrect), please contact us using the contact details set out below. To protect the integrity and security of the information we hold, we may ask that you follow a defined access procedure, which may include steps to verify your identity. In certain cases we may charge you an administration fee for providing you with access to the information you have asked for, but we will inform you of this before proceeding. There may be cases where we are unable to provide the information you request, such as where it would interfere with the privacy of others or result in a breach of confidentiality. In these cases we will let you know why we cannot comply with your request.

Even if you do not request access to and/or correct your personal data held by us, if we are satisfied that, having regard to the reasons for which we hold your personal data, that personal data is inaccurate, incomplete, out-of-date, irrelevant or misleading, we may take reasonable steps to correct that information.

Your consent

By using our site, providing personal data and/or using any of our products or services, you agree that:

- you consent to this privacy policy, as updated from time to time; and
- if you have provided personal data to us relating to any other person, you:
 - have a right to provide that information;
 - have provided a copy of this privacy policy, as updated from time to time, to that person; and
 - each such person has agreed to those terms.

Complaints

We try to meet the highest standards in order to protect your privacy. However, if you are concerned about the way in which we are managing your personal data and

think we may have breached any applicable privacy laws, or any other relevant obligation, please contact us using the contact details set out below. We will make a record of your complaint and refer it to our internal complaint resolution department for further investigation. We will deal with the matter as soon as we can, and keep you informed of the progress of our investigation.

If we have not responded to you within a reasonable time or if you feel that your complaint has not been resolved to your satisfaction, you are entitled to make a complaint to the Hong Kong Privacy Commissioner for Personal Data.

Changes to this policy

We may make changes to this policy from time to time, to take into account changes to our standard practices and procedures or where necessary to comply with new laws and regulations. The latest version of this policy will be available on our website.

Contact details

If you want any further information from us on privacy matters, please contact us at info@kenetic.capital.