

PRIVACY POLICY

Scalar DAO is strongly committed to protecting and respecting your privacy and developing technology that gives You (“person accessing the webpage/app of SCALAR DAO”, “User”) the most powerful and safe web 2.0 and web 3.0 experience.

This Privacy Policy (“Privacy Policy”) is incorporated in Terms of Use and applies to your access of <https://scalardao.eth/>, <https://scalardao.com/> (“WEBPAGE”), <https://app.scalardao.com/>, <https://app.scalardao.eth/> (“APP”) and governs data collection and usage by Scalar DAO.

By using Webpage/App, you consent to the data practices described in this Policy. We may update this Privacy Policy from time to time. You are advised to check this page to ensure that you agree and accept the changes before accessing the Webpage/App.

By accessing Webpage/App, You agree to this Privacy Policy.

1. COLLECTION OF YOUR PERSONAL INFORMATION

1.1. SCALAR DAO collects information including personal information as below (“Information”):

- a. Wallet ID, address and any information available through your wallet;
- b. Any other information that you might provide voluntarily.

1.2. SCALAR DAO also collects information as listed in 1.1 which is not unique to You. Information about your computer hardware and software is automatically collected by SCALAR DAO by the reason and consequence of Your access of Webpage/App.

1.3. Please keep in mind that if You directly or indirectly disclose personally identifiable information or personally sensitive data through SCALAR DAO Social Media Channels, Community, Chat Rooms, public message boards, this information may be collected and used by others. SCALAR DAO Privacy Policy is not applicable to data shared by You voluntarily at Public Forums. SCALAR DAO advises caution.

1.4. SCALAR DAO encourages you to review the privacy statements of websites/apps you choose to link to or access SCALAR DAO from so that you can understand how those web sites collect, use and share your information on SCALAR DAO Webpage/App. SCALAR DAO is not responsible for complying with the privacy statements or other content on web sites/apps/social media channels/public forums other than SCALAR DAO Webpage/App. Any conflict in this regard with a provision of Terms of Use,

written communication or otherwise between parties shall be over ruled by this provision.

2. USE OF PERSONAL INFORMATION

2.1.To fulfil an Agreement including Terms of Use with You or take steps linked to an Agreement such as processing your registration on Webpage/App or sending you information, newsletter and updates.

2.2.For delivery and operation of the Product and Services as defined in the Terms of Use.

2.3.To maintain quality of Product and Service, and to provide general statistics regarding use of Webpage/App.

2.4.Where it is necessary for purposes which are in SCALAR DAO's legitimate interests such as;

- (a) To perform and act as requested by You
- (b) To contact you about contests, programs, products, features or services
- (c) To improve our services and for internal business purposes such as identification and authentication or customer service, portfolio tracking and user preference syncing between devices
- (d) To ensure the security of Webpage/App, by trying to prevent unauthorized or malicious activities
- (e) To enforce compliance with Terms of Use and other policies
- (f) To help other organizations, individuals (such as IP owners) to enforce their rights
- (g) To tailor content, advertisements, and offers for you or for other purposes disclosed at the time of collection.

2.5.In an event wherein we are legally required to do so, we may provide access to your personally identifiable information, to cooperate with police investigations or other legal proceedings, to protect against misuse or unauthorized use of our Website, to limit our legal liability and protect our rights, or to protect the rights, property or safety of visitors of the Website or the public. In those instances, the information is provided only for that purpose.

2.6.SCALAR DAO does not share, sell, rent your personal data to third parties for commercial purposes or otherwise.

3. DISCLOSURE OF INFORMATION

3.1. SCALAR DAO will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on SCALAR DAO; in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Terms of Use, or as otherwise required by law. (b) It is necessary to share information We provide personal information to trusted businesses or persons for the sole purpose of processing personally identifying information on our behalf and provide us with services. When this is done, it is subject to agreements that oblige those parties to process such information only on our instructions and in compliance with this Privacy Policy and appropriate confidentiality and security measures. (c) We provide such information to a company controlled by, or under common control with, SCALAR DAO for any purpose permitted by this Privacy Policy. (d) We may aggregate, anonymize, and publish data for statistical and research purposes only. For example, we may compile and share information related to the popularity of certain products tracked by users. In any such instance, the information will not be able to be traced back to any individual (e) act under exigent circumstances to protect the personal safety of Users of SCALAR DAO, or the public.

4. RETENTION OF YOUR PERSONAL INFORMATION

4.1. We retain Information as long as it is necessary to provide the Product and Services requested by you and others, subject to any legal obligations to further retain such information.

4.2. If you do not wish to receive marketing information about our contests, programs, products, features or services, you can opt-out of marketing communications. Where you give us consent, such as (a) where you ask us to send marketing information to you via a medium where we need your consent, including alerts via mobile push notifications; (b) where you give us consent to place cookies; and (c) on other occasions where we ask you for consent, for any other purpose that might arise.

4.3. Information associated with your account will generally be kept until it is no longer necessary to provide the Services or until you ask us to delete it or when your account is deleted, whichever comes first.

4.4. Additionally, we may retain information from deleted accounts to comply with the law, prevent fraud, resolve disputes, troubleshoot problems, assist with investigations, enforce Terms of Use, and take other actions as permitted by law.

4.5.The information we retain will be handled in accordance with this Privacy Policy.

5. SECURITY

5.1.SCALAR DAO secures your personal information from unauthorized access, use or disclosure. SCALAR DAO secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure.

5.2.We ensure that our Website is protected by reasonable security measures afforded by current technology, and that all our data hosts and servers are similarly protected by such security measures.

5.3.You represent and warrant that despite reasonable efforts by SCALAR DAO to maintain security of Your Information, there may be events of Force Majeure including hacking and virus attacks that are beyond control of SCALAR DAO and may compromise Your data and Information collected, stored and retained by SCALAR DAO. You agree that You share Information wilfully with free consent and knowledge of the risks mentioned herein Section 5. Provisions of Section 21 of Terms of Use are applicable to rights and interests arising under this Section.

5.4.We cannot protect, nor does this Privacy Policy apply to, any information that you transmit to others including the address or ID of your wallet connected with Webpage/App. SCALAR DAO shall not be liable for any losses, damages as a result of any act of Third Party. You should never transmit personal or identifying information to other users. SCALAR DAO shall be liable only in an event of wilful default in dealing with Information

5.5.In an event of breach of Terms of Use by You or for a reason of safety and security of SCALAR DAO and other Users, SCALAR DAO reserves the right to blacklist any User from accessing the Webpage/App and all data thereof shall be blocked and blacklisted by SCALAR DAO. In an event wherein the data including NFT/digital art/digital avatar is used by such User on third party platforms beyond control of SCALAR DAO after the completion of Terms of Engagement, this policy, Terms of Use along with all the rights, interests and claims arising hereunder cease to apply.

6. CHILDREN

6.1. We do not knowingly collect information from children under the age of 18. Children aged 17 or younger should not submit any personal information without the permission of their parents or guardians. By using the SCALAR DAO service, You are representing that you are at least 18 years old.

7. EU AND EEA USERS' RIGHTS

7.1. If You are a resident of the European Economic Area, You generally have the right to access, rectify, download or erase your information, as well as the right to restrict and object to certain processing of your information. While some of these rights apply generally, certain rights apply only in certain limited circumstances. We briefly describe these rights below:

You have the right to access your personal data and, if necessary, have it amended, deleted or restricted. In certain instances, you may have the right to the portability of your data. You can also ask us not to send marketing communications and not to use your personal data when we carry out profiling for direct marketing purposes. You can opt out of receiving e-mail newsletters and other marketing communications by following the opt-out instructions provided to you in those e-mails. Transactional account messages will be unaffected even if you opt out from marketing communications.

8. RIGHT TO REQUEST ACCESS TO AND DELETION OF THE INFORMATION

8.1. In an event you do not agree to Terms of Use and/or this Privacy Policy and changes to these, You have the right to request deletion of the information SCALAR DAO holds about You. Such requests may be submitted to DAO council members

9. COMPLAINTS

Should you wish to raise a concern about our use of Your Information (and without prejudice to any other rights you may have), You have the right to do so. Also, SCALAR DAO welcomes your comments regarding this Privacy Policy. Please contact SCALAR DAO council members.

We will use commercially reasonable efforts to promptly determine and remedy the problem and assist with any queries or concerns you may have about our use of your personal data.

10. CHANGES

10.1. SCALAR DAO may periodically update this policy as deemed necessary. You may access this Policy at any time through our Webpage/App. SCALAR DAO holds no duty to send an update notification to You. You may require to read the updated Policy on the Webpage/App before access and usage of the Webpage/App. Your usage of the Webpage/App shall imply Your acceptance of the Privacy Policy.

Any questions about this Privacy Policy should be addressed to Scalar DAO council members

Effective Date: 09.07.2023

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