Privacy Policy

This Privacy Policy explains how Amulets Labs, LLC, a Delaware limited liability company, and its subsidiaries involved in providing the Services (together, "Amulets", "we", "us" or "our") collect, use and share personal data through their websites, applications and services. Read it alongside the Amulets Terms of Service and the notices applicable to any Partner product you use.

Each Amulets entity is responsible for the processing whose purposes and means it determines. Amulets Labs, LLC is the controller for the processing described here unless the relevant service notice identifies a subsidiary and provides its role and contact details before that processing begins. Acknowledging this Policy confirms that you have received the information; it does not give blanket consent to every use of your data. Where consent is required, we request it for the specific purpose.

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1. Information we collect

1.1 Identity and verification. Name, date of birth, nationality, residence, address, identification documents and information needed for identity, sanctions and source-of-funds checks. Where used and lawful, verification may include a selfie, facial image or biometric processing. Sensitive data is handled only on a basis permitted for its category and purpose.

1.2 Contact and financial information. Email, phone number, bank or payment-account details, wallet addresses, beneficiary information and identifiers associated with your Account or Card program.

1.3 Transactions and compliance. Deposits, withdrawals, assets, networks, transaction hashes, Swaps, Local Rail instructions, Card purchases, merchant details, authorisations, settlements, refunds and disputes. We also process verification outcomes, screening results, risk indicators and information reasonably required to investigate activity or meet legal obligations.

1.4 Technical, usage and communications data. IP address, device and browser information, authentication and security records, cookies, activity within the Services, support communications, preferences, and records of notices and document acceptance. Location information may be derived from technical data or collected where the relevant feature is enabled or information is supplied.

1.5 Rewards and referrals. Referral codes and attribution, participation, qualifying activity, tiers, Reward calculations, credits and adjustments, campaign eligibility and ranking information. The information displayed publicly in a leaderboard is identified before participation.

1.6 Sources. We obtain information from you, your use of the Services, transactions and devices, and from Partners involved in verification, payments, custody or fraud prevention. Relevant information may also come from public blockchain records, sanctions lists and other lawful public sources. The information collected depends on the Service you use.

2. How we use your data

2.1 Providing the Services. We use necessary information to register and maintain Accounts, execute instructions, process transfers, Swaps, Local Rails and Card activity, administer Rewards and referrals, and provide support. Where applicable, this processing is necessary to enter into or perform our agreement with you.

2.2 Compliance and protection. We process information to verify identity, prevent fraud and financial crime, secure the Services, investigate errors and disputes, keep required records, respond to lawful requests and protect legal rights. Depending on the activity, the basis is an applicable legal obligation or a legitimate interest assessed against your rights.

2.3 Improvement and communications. We use appropriate usage and technical information to maintain and improve the Services and communicate operational, security and legal updates. Analytics, marketing and optional features rely on the lawful basis applicable

to each purpose, including consent where required. Marketing choices are explained in Section 5.

2.4 Consent and sensitive information. Consent is requested separately where required, including for particular biometric, cookie, marketing or public-profile uses. Withdrawal affects processing based on that consent; it does not invalidate earlier lawful processing or prevent processing that remains necessary on another lawful basis. Identity-verification information is not used for advertising.

3. Data sharing and international transfers

3.1 Card program and Wirex. Wirex Limited is the current Card Partner under our referral arrangement. Necessary identity, verification, contact, transaction and risk information may be shared with Wirex, the relevant group entity, Issuer and providers involved in the Card program. Their identity, roles and applicable privacy notices are provided through the Card Program Documents before referral, onboarding or transfer of the relevant data.

3.2 Separate responsibilities. Amulets remains responsible for its own processing. A Partner may act as an independent controller for purposes it determines, such as its regulatory checks or payment services, or as a processor where it acts on documented instructions. The applicable product notice explains its processing and rights-request channels. The Wirex BaaS Terms and program-specific documents govern the relevant Wirex service.

3.3 Operational providers. We share information needed by verification, custody, payment, Local Rail, card-network, infrastructure, hosting, analytics, communications and support providers. A Local Rail payment may require disclosure to the payment provider, beneficiary institution or recipient. Processing on our behalf is subject to appropriate contractual and security arrangements; providers acting independently follow their own legal duties and notices.

3.4 Rewards, affiliates and rankings. Referral attribution and commission administration may require limited referral and qualifying-activity information to be shared with the relevant affiliate, as disclosed for the program. Leaderboards display only the profile and ranking fields identified in the campaign information before participation. Other necessary Reward information is used to calculate, validate and distribute benefits. The separate Affiliate Program Terms govern participation in that program.

3.5 Other permitted disclosures. Information may be shared with subsidiaries and other relevant group companies, professional advisers, authorised representatives, competent authorities, or parties to a business transfer where necessary and lawful. Marketing partners receive information only on an appropriate lawful basis, including consent where required. Aggregated or anonymised information is shared only where individuals cannot reasonably be identified.

3.6 Public blockchain information. Wallet addresses, transaction hashes, amounts, assets, networks and timestamps may be visible on public blockchains and linked to a person through other information. Amulets does not control those public records. Deleting an

Account or an internal record does not remove information already recorded on a public blockchain.

3.7 International transfers. Information may be processed outside your country by Amulets, Partners and service providers. Where required, we use an applicable adequacy decision, approved contractual clauses or another lawful transfer mechanism, together with appropriate safeguards. Contact us under Section 10 for information about applicable safeguards.

4. Data retention

4.1 Criteria. We retain personal data for the period needed for its purpose and applicable legal obligations. Retention depends on the record, Service, jurisdiction, financial-crime requirements, tax and accounting duties, complaints, legal claims and limitation periods. Verification, transaction and acceptance records may therefore remain after Account closure.

4.2 Closure and provider changes. Closing an Account or changing a Partner does not automatically require deletion of all records. A previous provider may retain historical information where lawfully required or permitted. Each independent controller handles the records it controls under its own applicable obligations and notice.

4.3 End of retention. When retention is no longer justified, we delete or anonymise information as applicable. Rights requests remain subject to lawful retention requirements. Public blockchain records are subject to the limitations described in Section 3.6.

5. Marketing communications

5.1 Choices. We may send product news, promotions and marketing where lawfully permitted and with consent where required. Optional marketing permission is separate from access to core Services. Sharing for a third party's own marketing is subject to the applicable legal requirements.

5.2 Opt-out. You may unsubscribe using the link or instructions in a message or contact support@amulets.io, including with the subject "MARKETING EXIT". We will apply your choice as required by law. Necessary security, transaction, account and legal communications may continue while relevant to your relationship with us.

6. Cookies and similar technologies

6.1 Purposes. Cookies and similar technologies may support authentication, sessions, security, preferences, performance and analytics. Non-essential analytics or advertising technologies require consent where applicable law requires it. Information from these technologies is handled for the relevant purposes in this Policy.

6.2 Controls. You can use browser settings and any cookie or preference controls provided by the relevant Service. Blocking necessary technologies may affect functionality or security.

We apply legally required consent and opt-out choices where applicable; browser "Do Not Track" settings and legally recognised opt-out signals are not necessarily equivalent.

7. Children's privacy

7.1 Age restriction. The Services are not directed to individuals under eighteen. We do not knowingly collect their data to provide an Account. If we learn that an ineligible minor has provided information, we take steps to restrict the relevant use and delete information where appropriate, subject to necessary legal, security and fraud-prevention retention.

8. Third-Party links and services

8.1 Independent services. External websites and independently provided Partner services have their own privacy notices and practices. Review the notice applicable to the service you enter. A link or referral does not remove Amulets' responsibility for the processing it determines or performs.

9. Information security

9.1 Safeguards. We apply technical and organisational measures proportionate to the personal data and risks involved, including controls over access, authentication, transmission, storage and incident handling. Access is limited according to operational need. We assess and maintain relevant safeguards as the Services and risks change.

9.2 Incidents. No system can guarantee absolute security. We investigate personal-data incidents and notify the competent authorities and affected individuals when required, applying the separate legal criteria and time limits for each notification. These disclosures do not reduce our responsibilities under applicable law.

10. Contacting us about privacy

10.1 Requests. For privacy questions, access, correction, deletion, consent withdrawal or another applicable right, contact support@amulets.io. You may use the subject "PRIVACY REQUEST/DATA". Identify the request and relevant Account without sending unnecessary sensitive documents through an insecure channel.

10.2 Handling. We may request information proportionate to verifying your identity and authority, and will respond within the applicable legal period. Requests are handled without charge except where law permits a fee or refusal, in which case we explain the basis. We explain any lawful limitation and available review or complaint route.

10.3 Partner processing. Requests about a Partner's independent processing follow its applicable notice. We may help route a request or coordinate where appropriate, while remaining responsible for requests concerning data we control. Withdrawing consent may affect a feature that depends on it, but does not automatically require ending unrelated Services.

11. Your privacy rights

11.1 Applicable rights. Your rights depend on applicable law and may include confirmation of processing, access, correction, deletion, portability, restriction or objection, and anonymisation, blocking or deletion of unnecessary, excessive or unlawfully processed data. Some rights have legal conditions or exceptions. Use Section 10 to exercise a right or request information about its application.

11.2 Consent and sharing. Where applicable, you may request information about the entities with which data is shared, whether consent is optional and the consequences of refusing it; withdraw consent; and request deletion of consent-based data, subject to lawful retention exceptions.

11.3 Automated decisions and other choices. Where applicable law provides, you may request review of automated decisions affecting your interests and information about their criteria, subject to lawful protections for confidential information. You may also exercise applicable choices concerning targeted advertising, sale or sharing, profiling and sensitive information. We do not sell personal information.

11.4 Representation and complaints. Where permitted, you may use an authorised representative, appeal a decision on your request, or complain to the competent data protection authority, without losing other available remedies. We do not discriminate against users for exercising applicable privacy rights.

11.5 Additional disclosures. Sections 1 to 3 describe the categories, sources, purposes and recipients of information, including relevant activities during the preceding twelve months where required. Sensitive information, including verification documents and financial-account information, is used only for permitted compliance and service purposes, not advertising. Retention follows Section 4; applicable choices and requests follow Section 10.

12. Policy updates and contact information

12.1 Updates. We may revise this Policy to reflect changes in the Services, processing or law. We identify the effective date and provide notice of material changes, and any required consent process, as applicable law requires. The current Policy is available through our official website and applications.

12.2 Contact. Amulets Labs, LLC. Email: support@amulets.io. Address: 1111B S Governors Ave STE 37811, Dover, DE 19904, USA. Privacy requests follow Section 10.