PRIVACY POLICY

This Privacy Policy outlines the principles governing the collection, processing, and use of information provided by Users (individuals) and organizations using the services of Store Pay LLC (hereinafter referred to as the "Service").

Store Pay LLC is committed to ensuring the security, confidentiality, and integrity of User and organizational information. The company adheres to the Law on the Protection of Personal Information of Mongolia, the Law on Corporate Secrets, and all applicable legislation in matters not explicitly covered by this Privacy Policy.

As a User, you have the right to independently decide whether to grant the Data Controller permission to collect, process, and use your data, based on your full understanding of the **"Terms of Service," "B2B Terms of Service,"** and **"Privacy Policy."**

If any terms or conditions in the Privacy Policy are unclear or require further explanation, please contact us at **info@storepay.mn** for clarification before proceeding with registration as a User of the Service.

By fully accepting the terms outlined in this Privacy Policy and activating the "Consent" section, you provide us with your digital consent to collect, process, and use your data as described.

1. Rationale and Purpose for the Collection, Processing, and Use of Information

1.1. In accordance with this Privacy Policy, the collection, processing, and use of User data are carried out only with the explicit consent of the data owner.

1.2. User data is collected, processed, and used for the following purposes:

- Ensuring the seamless delivery of the Service to the User.

- Creating and maintaining accurate user records.

- Supporting record-keeping processes.

- Facilitating authentication and Know Your Customer (KYC) procedures to verify User identity.

1.3. The following terms used in this Privacy Policy are defined as follows:

1.3.1. **"User Information"**: Refers to both direct and indirect data that can be used to identify the User. This includes, but is not limited to, personal information such as the User's surname, first name, date of birth, geographic location, civil registration number, educational background, membership details, and any documents provided during registration or service usage, excluding publicly available information.

1.3.2. **"Data Collection"**: Refers to the process of obtaining, generating, and recording information related to the User.

1.3.3. **"Information Processing"**: Involves the classification, storage, analysis, modification, deletion, or restoration of information as requested by the User.

1.3.4. **"Use of Information"**: Refers to the activities performed by the Data Controller, including the utilization, transmission, and review of User information in connection with the Controller's operations.

1.3.5. **"Data Controller"**: Refers to Storepay LLC, an entity registered in the State Register of Legal Entities of Mongolia.

1.4. Additional User data may be collected as necessary to enhance and improve the quality and functionality of the Service.

2. List of Data to Be Collected, Processed, and Used

2.1. The Data Controller collects, processes, and uses User data during the use of the "Storepay" application and the provision of related services.

2.2. User data is collected from the moment the User logs into the Storepay application (via their device) or whenever the User accesses a service provided by the Data Controller.

2.3. The User is responsible for providing information that is complete, accurate, and truthful. Failure to provide correct or complete information may result in limitations or the inability to access and use the Service.

2.4. We collect, process, and use the User's personal information, including but not limited to the following:

2.4.1. Information provided by the User during the use of the Storepay application for the purpose of registration and identification:

2.4.1.1.   Surname, name, date of birth, gender, civil registration number, residential address, current photo, phone number, email address, photo of citizenship card, signature, and documents, along with any other information provided by the User. Some of this data may be verified through the XYP system.

2.4.1.2 Names and phone numbers of two individuals provided as emergency contacts. By providing this information, the User is deemed to have obtained consent from these individuals to share their data with Storepay for this purpose.

2.4.1.3 The User's address and any contact information used for communication via electronic devices, including the Storepay website and public channels, in connection with the Service.

2.4.2 We collect, process, and use the following types of information that may arise during the User's use of the Service:

2.4.2.1. Bank account details, credit and debit card information, transaction history, purchase and payment records, financial statements, social security payment details, SPC token data, virtual

asset wallet information, and data related to services based on SPC tokens (if applicable). Verification of social security payment information may be conducted through the ХУР system.

2.4.2.2. Information generated during the use of the Service, including data related to services utilizing SPC tokens.

2.4.2.3. User credentials, such as passwords, registration numbers, verified email addresses, and transaction passwords.

2.4.2.4. Information related to the User's proposals, requests, complaints, and their resolution status.

2.5. To enhance our Services and ensure the prevention of unauthorized access to the Storepay application, we may automatically collect the following User data:

2.5.1. Geographic location, operating system, web browser name, IP address, digital protocol details, and access records to the Storepay application.

2.5.2. User verification codes, scan codes, registration details, shared information, and comments.

2.5.3. Details about the User's regularly used device and transactions conducted on that device.

2.5.4. Information collected through cookies, including data stored in the browser or device, sources of requested information, and browsing behavior.

2.6. In accordance with the "Cookie Policy," we collect the following information using cookies, web becons, and other similar technologies:

2.6.1. We take reasonable measures to prevent unauthorized access to cookies and similar files. We or our service providers may access cookies using a unique identifier.

2.6.2. Information regarding regular actions and service choices made by the User when accessing the Storepay application.

2.6.3. Data related to the use of cookies for registering interactions with the Service through Google Analytics and for advertising purposes.

2.6.4. Information about instances when access to the Storepay application is maintained or re-established.

3. Information Processing and Use

3.1. We process and use User information based on the User's needs and in the context of continuous improvement, development, and enhancement of the Service, as well as for the prevention of cyberattacks, other criminal activities, violations, fraud, money laundering, and terrorist financing. The following are the specific cases in which User information may be processed and used:

3.1.1. We process and use User information in the following scenarios, all within the framework of managing, developing, and delivering services to each User:

3.1.1.1. During the process of identifying and verifying the User.

3.1.1.2. When determining whether to grant or deny the User's right to make purchases.

3.1.1.3. Conducting research to improve services and implementing the findings from user surveys.

3.1.1.4.Each instance of delivering the Service to the User.

3.1.1.5. When fulfilling obligations outlined in the contract, if applicable.

3.1.1.6. For the development and enhancement of the Storepay application.

3.1.1.7. In the organization and execution of marketing activities.

3.1.1.8. Each transfer or confirmation of information during a purchase process.

3.1.1.9. When auditing the exercise of rights and obligations specified in the Terms of Service.

3.1.1.10. Each time information related to the Service is communicated to the User electronically or via phone.

3.1.1.11. When providing any other services requested by the User.

3.1.1.12. For communicating updates and improvements related to the Service.

3.1.2. We process and use User information within the framework of preventing fraud, money laundering, terrorist financing, and other illegal activities in the following situations:

3.1.2.1. To detect and prevent any criminal acts or fraudulent activities.

3.1.2.2. To address and resolve issues related to the Service.

3.1.2.3. To organize efforts aimed at protecting the security and integrity of the Service.

3.1.2.4. To review and resolve complaints submitted by the User.

3.1.2.5. To verify the accuracy of the User's information, and where necessary, cross-check it with third-party data sources.

3.1.2.6. For audits and the resolution of disputes by legal and judicial authorities.

4. Conditions for the Disclosure of Information

4.1. To the extent required by law, the User's information may be disclosed upon request by a competent state authority.

4.2. Except as provided in Clause 4.1, we will not disclose the User's information to any third party and will take all necessary measures to protect the confidentiality of the User's data.

5. Transfer of Information

5.1. If the User fails to meet the payment deadline for a purchase, violating the terms of service, we may transmit necessary information from the User's data (including, but not limited to, names, photographs, unfulfilled obligations, etc.) to relevant authorities, courts, and institutions.

5.2. The Data Processor may transfer the following information to ICT Group LLC, the developer of the digital platform, to ensure the continuous, reliable, and proper functioning of the Storepay application, improve service quality and availability, and support the launch of new products:

5.2.1. Surname, first name, date of birth, gender, civil registration number, residential address, recent photo, phone number, email address, photo of the civil license, signature, and other documents entered by the User for registration and identification purposes.

5.2.2. Bank account details, credit/debit card information, transaction history, payment information for purchases, financial statements, social security payment information, virtual asset wallet data for SPC token, and information on services based on SPC tokens (if applicable).

5.2.3. Data generated during the use of the Service and any services based on SPC tokens.

5.2.4. User credentials such as passwords, registration numbers, verified email addresses, and transaction passwords.

5.2.5. Data related to the User's proposals, requests, complaints, and the status of their resolution.

5.2.6. Geographic location, operating system, web browser name, IP address, digital protocol, and access records to the Storepay application.

5.2.7. User verification codes, scan codes, registration details, and any shared or commented information.

5.2.8. Information about the device regularly used by the User and details about transactions performed on that device.

5.2.9. Data collected through cookies, including information stored in the browser or on the device, and the source of requested information.

5.2.10. Information about regular actions and service choices made when logging into the Storepay application.

5.3. We will not transfer, share, or sell the User's information to any third parties in any form, except when required by an authorized authority in accordance with applicable laws.

6. Data Processing, Use, and Retention Period

6.1. Information related to the User's transactions and payments will be stored securely in our computer security system.

6.2. We will implement appropriate technical solutions and security measures to mitigate the risks of data loss, unauthorized access, and data corruption.

6.3. The User is responsible for any consequences arising from the loss of access to the Storepay application due to negligent actions, or from sharing or using their information with others. Users must ensure that their personal information, such as usernames, passwords, and verification codes, are not shared or disclosed to unauthorized parties.

6.4. If the User loses personal information or if a third party gains access to their account, the User must immediately notify us.

6.5. In the event of data loss due to a cyberattack, system failure, unauthorized activity, or damage to software or databases, we will promptly send a notification to the User's registered email address and mobile phone number. The User is responsible for taking appropriate action based on the instructions provided in the notice.

6.6. We cannot guarantee the security of information sent by the User through internet communications, email, wireless networks, text messages, or messaging services. We advise that information sent via these channels may be lost due to factors beyond our control before it is received.

6.7. The Data Controller will retain the User's data indefinitely.

6.8. For improving the Service, we will retain recordings of calls connected to the User's directory phone for a period of 14 days.

7. Protection of Minors' Personal Information

7.1. The Data Controller will not collect, process, use, or store personal data of any individual under the age of 18. If we become aware that such data has been collected, the Service will be immediately terminated, and steps will be taken to delete the information.

7.2. If the User believes that the Storepay application has unintentionally collected the personal information of a minor, the User may make an urgent request to us. Upon receiving such a request, we will take appropriate measures to delete the data.

8. Protection of Consumer Rights

8.1. In accordance with the Law on the Protection of Personal Information and other relevant legislation, the User has the following rights:

8.1.1. Request the deletion of their records and demand that the Data Controller cease collecting, processing, or using their data.

8.1.2. Access their personal information stored on the "Storepay" application.

8.1.3. Ensure that their personal information is processed and used in accordance with applicable laws.

8.1.4. Notify the Data Controller of any changes to their personal information.

8.1.5. Request the modification, correction, or destruction of specific personal information, as provided by law.

8.2. Within 14 working days, the Data Controller will review the User's request regarding the collection, processing, and use of their data. This includes actions such as revoking electronic consent, deleting records, and notifying the User of the outcome.

8.3. If the User deletes their registration in accordance with this Privacy Policy, they will no longer be able to use the Service. However, the User's data collected prior to the request will be retained for the period specified in the Privacy Policy, regardless of whether the request for deletion has been accepted.

9. Privacy Policy Revisions

9.1. In the event of any additions or changes to the Privacy Policy during the provision of the Service, the Company will adhere to the most recently amended version of the Policy.

9.2. If the User continues to use the Service after any amendments or modifications to the Privacy Policy, the User is considered to have accepted these changes.

9.3. Once changes or additions are made to the Privacy Policy, we will publish the updated version in the "Privacy Policy" section at the bottom of the Storepay.mn website's homepage and in the "Privacy Policy" section of the "Storepay" app menu for the Users to review.

9.4. In case of any disputes between the User and the Data Controller, Storepay will comply with the terms of service and this Privacy Policy.

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STOREPAY LLC

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