

PRIVACY & COOKIES POLICY

Lumivante Holdings Limited, the company registered according to legislation of Malta, Registration Number: C 112156 (hereinafter may referred to as "**Lumivante**", "**We**" or "**Us**"), respects your privacy and strives to offer You a safe customer experience. Lumivante is committed to safeguarding personal data and operating its business with high standards of practice in data privacy, security compliance and strict adherence to EU, UK and US legislation on personal data protection (GDPR, DPA, CPRA and CCPA etc.).

If you elect to register an Account with Us, You will provide Us with certain information, some of which identifies You personally, such as Your email address, and other registration information. You may from time to time also provide Us with additional information about if You engage in any other transactions with Us, for example, when You give Us your cell phone number to seek customer support.

1. WHAT IS PERSONAL DATA

By use of our Service You understand and agree that we are providing a public platform and that We or other Users may search for, see, use, re-post any of Your Content that you make publicly available through Our Services. Capitalized terms not defined in this Privacy & Cookies Policy shall have the meaning given them in the User Agreement.

"Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Under specific laws, Personal Data may include any information relating to a household.

2. PERSONAL DATA WE PROCESS

We ask for information relating to an identified or identifiable a User ("**Personally Identifiable Information**") which a User provides to Us while registration (creation) of an Account. We shall have the right to request additional information from time to time, should it be required by the applicable Law or necessary for proper provision of Our Services to the respective User.

We may also retain any messages you send either through the Services or in other ways defined by the User Agreement, and may collect information you provide in the Content. We may receive Personally Identifiable Information about You from third parties, including, for example, information about Your transactions, purchase history, or relationships with various product and service providers, and Your usage of certain applications.

We collect information when a User visits the Site, uses or interacts with Our Services, visits our partner's web sites and views or clicks advertisements that We serve or are served on Our behalf. This information may include general click stream behavior such as web pages viewed (including the URL addresses of such pages), search queries from which Users are directed to a page, navigation from page to page through the Services, time spent on each page, and items clicked or selected by a User ("**Usage Information**"). The Usage Information also may include IP address, information about geographic location derived from a User's IP address and the domain name of Internet Service Provider.

We also collect and use information about your interactions with the Service and the Site in a manner and format that does not identify a User as an individual ("**Non-Personally Identifiable Information**"). We may collect, use, and disclose Non-Personally Identifiable Information as set forth below.

3. COOKIES POLICY

Cookies are small text files that are stored on your device (computer, tablet, smartphone) when You visit a website. They help the website function properly, improve your browsing experience, and provide analytics data to the website owner.

We use cookies to:

- 3.1. Ensure the Website functions correctly and securely.
- 3.2. Analyze user behavior to improve the Website's content and functionality.
- 3.3. Provide tailored advertising and measure its effectiveness.
- 3.4. Remember your preferences to enhance your user experience.

Most often We use cookies and pixel tags to collect the Usage Information.

A pixel tag is a small graphic file that allows Us to measure the use of the Services. Pixel tags allow to collect information such as IP address of the computer that downloaded the page on which the tag appears, the URL of the page on which the pixel tag appears, the time (and length of time) the page containing the pixel tag is viewed, and the identification number (the long string of characters) of any cookie previously placed by that server on your computer.

A cookie may also convey information about how a User uses the Service (e.g., the viewed pages, clicked links and other actions taken while use of the Services), and allows Lumivante or the latter's business partners to track usage of the Services by the respective User.

A persistent cookie remains on the User's hard drive after the browser is closed. Persistent cookies may be used by a browser on subsequent visits of the Site. Persistent cookies can be removed by following the web browser's directions. A session cookie is temporary and disappears after the browser is closed. You can reset Your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Service may not function properly if the ability to accept cookies is disabled.

We use cookies to uniquely identify a browser, which gives advertisers the ability to show targeted ads that are relevant to the respective User. If You would prefer us not to store a unique cookie in Your browser, You may opt out. Note that by opting out, You still will receive advertising from Lumivante when You visit our Site or use our Services (it will not be targeted to You).

When you visit our Website for the first time, you will see a cookie banner asking for your consent to use cookies. By clicking „Accept All Cookies,” you consent to the use of cookies as described in this Policy. You can modify your preferences or withdraw consent at any time by accessing the cookie settings on our Website.

We may update this Policy to reflect changes in our use of cookies or legal requirements. Any updates will be published on this page with the effective date.

If you have questions about this Cookie Policy or wish to exercise your data protection rights, please contact us: info@lumivante-holdings.biz

We (and the third-party service providers working on our behalf) use various technologies to collect personal data. These tools collect information sent by Your browser as part of a web page request, including the web pages You visit, Your browser add-ons, Your browser's width and height, and other information that assists Us in improving the Service. We collect and use this analytics information in aggregate form such that it cannot reasonably be manipulated to identify any User.

Log file information is automatically reported by Your browser each time You access a web page. When you Use our Service, Our servers automatically record certain log file information. These server logs may include anonymous information such as Your web request, Internet Protocol ("IP") address, browser type, referring / exit pages and URLs, number of clicks and how You interact with links to the Services, domain names, landing pages, pages viewed, and other such information.

4. PURPOSES FOR PROCESSING PERSONAL DATA

We use Personally Identifiable Information for the following purposes: to analyse how the Services are used; to check of service or technical problems; security maintenance; to operate, maintain, and provide a User with the features and functionality of the Service; to fulfill User's requests; to personalize your experience and to provide You with information and offers from Us or third parties which at Our discretion are useful or interesting for You, including newsletters, marketing or promotional materials and other information on other services and products offered by Us or third parties.

Following termination or deactivation of your Account, Lumivante will retain Your profile information and User Content for a commercially reasonable time for backup, archival, or audit purposes. Furthermore, Lumivante may retain and continue to use indefinitely all information (including User Content) contained in Your communications to other Users or posted to public or semi-public areas of the Services after termination or deactivation of your Account.

Lumivante reserves the right, but has no obligation, to monitor the User Content posted or shared by a User using Our Services. We reserve the right to remove any such information or material for any reason or no reason, including without limitation if in Our sole discretion such information or material violates, or may violate, any applicable Law or the User Agreement, or to protect or defend Our rights or property or those of any third party. Lumivante shall have the right to remove information upon reasonable request from any third party.

We will not transfer, assign or sell your Personally Identifiable Information to third parties outside Lumivante and its Affiliates without your written consent, except as noted below.

We may share your Personally Identifiable Information with third-party business partners for the purpose of providing the Services to You. Those business partners will be given limited access to the Personally Identifiable Information that is reasonably necessary to deliver the Services, and We will require that such third parties comply with this Privacy & Cookies Policy.

Any Personally Identifiable Information and Content may become available to the public, as controlled by any applicable privacy settings. To change Your privacy settings please change

your Account settings. If you remove information that You posted while using the Services, copies may remain viewable in cached and archived pages of the Services, or if other Users have copied or saved that information.

We may buy or sell/divest our company, or any combination of its products, services, assets and/or businesses. Personally Identifiable Information will likely be among the items transferred in these types of transactions. We may also transfer or assign such information in the course of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions or similar transactions or proceedings.

Lumivante will disclose Personally Identifiable Information where required to do so by the applicable Law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the Law and the reasonable requests of law enforcement agencies; (b) to enforce our User Agreement or to protect the security or integrity of our Services or other Users; and/or (c) to exercise or protect the rights, property, or personal safety of Lumivante and Our Users.

5. STORAGE AND SHARING OF YOUR PERSONAL DATA

All personal data sent or collected via or by Lumivante may be stored anywhere in the world, including the EU and United States, in the cloud, our servers, the servers of our affiliates or the servers of our service providers. Your personal data may be accessible to law enforcement or other authorities pursuant to a lawful request.

In the case of transfers of data out of the EEA, UK, or Switzerland, we implement Standard Contractual Clauses as set forth by the European Commission and International Data Transfer Agreements as set forth by the Information Commissioner.

We may use your Non-Personally Identifiable Information: to fulfill requests for Our Services; to communicate with You and respond to Your inquiries; to conduct research about the use of the Services; to enable You to create an Account, store log-in credentials, and customize our Services; to contact You from time to time about Our Services; and to provide offers for new products and services of Lumivante.

We use the Usage Information and information collected from Our third-party partners to assemble non-personal, demographic and behavioral information to group Users that share a common interest into "Audience Segments". These Audience Segments do not contain Personally Identifiable Information. We will use these Audience Segments (a) to match advertisements that may be of interest to Users that fall within that segment and (b) to assist advertisers, ad networks to deliver advertisements and offers that may be of interest to Users within a given segment.

We do not sell your Personal Data!

We may share Non-Personally Identifiable Information, including information obtained through tools such as cookies, log files, device identifiers, location data and clear gifs (such as anonymous usage data, referring/exit pages and URLs, platform types, number of clicks, etc.): in any manner permitted for Personally Identifiable Information; and with our third-party business partners for the purposes described in the section above.

We may also aggregate or otherwise strip data of all personally identifying characteristics and may share that aggregated, anonymized data with third parties.

We may share certain information such as location, browser and cookies data and other data relating to use of the Services with Our business partners to deliver advertisements ("**ads**") that may be of interest to You. Lumivante may allow third-party ads servers or ads networks to serve advertisements on the Service. These third-party ads servers or ad networks use technology to send, directly to User's browser or mobile device, the ads and ads' links that appear on the Service, and will automatically receive Your IP address when they do so. They may also use other technologies (such as cookies, JavaScript, device identifiers, location data, and clear gifs, see above) to compile information about Your browser's or device's visits and usage patterns on the Service, and to measure the effectiveness of their ads and to personalize the advertising content.

This Privacy & Cookies Policy does not apply to, and we cannot control the activities of, third-party advertisers and External Websites. Please consult the respective privacy policies of such advertisers or contact such advertisers who operate the respective External Websites for more information.

6. PERSONAL DATA RIGHTS

Each Users may review, update or correct the Personally Identifiable Information provided to Lumivante while registration (creation) of their Accounts. If You choose to opt out entirely, then Your Account may become deactivated and You will need to re-register should You decide to opt-in again. To delete Your Account and information entirely or to prevent Lumivante from processing Your data please email our Support info@lumivante-holdings.biz

You understand and agree that We are not able to remove your Personally Identifiable Information from the records of any third party who has been provided with Your information in compliance with the use and sharing policy outlined above.

Depending on where you reside, there may be certain rights that you can exercise regarding your Personal Data. We have listed key privacy rights below:

6.1. For Residents of the European Economic Area ("EEA"):

- Right to obtain confirmation as to whether or not your Personal Data is being processed, and to obtain access to specific information about the processing.
- Right to obtain rectification of inaccurate Personal Data and the right to have incomplete Personal Data completed.
- Right to obtain erasure of Personal Data, subject to certain GDPR requirements.
- Right to obtain restriction of processing of Personal Data where (a) accuracy is contested and being verified, (b) processing is unlawful, (c) data is not needed but for processing but is required for legal claims, or (d) following an objection to processing where legitimate grounds for processing are being verified.
- Right to receive Personal Data and transmit to another controller
- Right to object to direct marketing; the right to object on grounds of particular situation.
- Right not to be subject to a decision based solely on automated decision-making, including profiling; a right to appeal.

6.2. For Residents of California (USA):

- Right to know what personal information is being collected
- Right of access
- Right to know what personal information is sold or shared and to whom
- Right to opt out of sale or sharing of personal information

- Right to delete personal information
- Right to correct inaccurate personal information
- Right to limit use and disclosure of sensitive personal information
- Right of no retaliation following opt out or exercise of other rights

7. DATA SECURITY

We use technical and organizational measures to protect the Personal Data that we store, transmit, or otherwise process, against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access. We regularly consider appropriate new security technologies and methods as we maintain and develop our software and systems. We ensure that all our employees and contractors complete mandatory annual privacy and security training.

We are very concerned with safeguarding Your information. We use commercially reasonable safeguards to preserve the integrity and security of all information collected by Us from each User. To protect Your privacy and security, We will take reasonable steps (such as requesting a unique password) to verify Your identity before granting You access to Account. You are responsible for maintaining the secrecy of the User Account Data, and for controlling access to Your email communications from Lumivante, at all times.

Notwithstanding the foregoing measures, Lumivante cannot ensure or warrant the security of any information You provide or transfer to Lumivante or guarantee that information on the Services may not be accessed, disclosed, altered, or destroyed. Your privacy settings may also be affected by changes to the functionality of Our providers, such as social networks. We are not liable and responsible for the functionality or security measures of any third party and External Websites.

8. WARRANTIES AND CONSENTS

If the User Agreement between You and Lumivante incorporates this Privacy & Cookies Policy, or You otherwise use Our Services and products that incorporates this Privacy & Cookies Policy, You must ensure that necessary disclosures are given to, and consents obtained from, end users in the European Economic Area. If you fail to comply with this Privacy & Cookies Policy, We may limit or suspend You from use of the Services and/or terminate the User Agreement between You and Lumivante.

When seeking consent You must retain records of consent given by each of Your end user; and provide end users with clear instructions for revocation of consent. You must clearly identify each party that may collect, receive, or use end users' personal data as a consequence of Your use of the Services. You must also provide end users with easily accessible information about that party's use of end users' personal data.

If you are accepting these Privacy & Cookies Policy on behalf of Your customer, you warrant that: (a) you have full legal authority to bind Your customer by this Privacy & Cookies Policy; (b) You have read carefully and understand this Privacy & Cookies Policy; and (c) You agree, on behalf of each of Your customers, to this Privacy & Cookies Policy. If you do not have the legal authority to bind each of Your customer or Your level of protection is not at least equivalent to that required under this Privacy & Cookies Policy, You should either cease processing the personal data or take reasonable and appropriate steps to remedy such non-compliance.

9. DISCLAIMER AND COMMUNICATION

We are not responsible for the practices employed by External Websites linked to or from the Service, nor the information or content contained therein. Please remember that when You use a link to go from the Services to an External Website, our Privacy & Cookies Policy is not applicable to such External Websites. Your browsing and interaction on any External Website, including those that have a link on Our Site, is subject to that website's own rules and policies. Please read over those rules and policies before proceeding

Lumivante may, in its sole discretion, modify or update this Privacy & Cookies Policy from time to time, and so You should review this page each time You are using our Services. When we change this Privacy & Cookies Policy, we will update the 'last modified' date of this page. Your continued use of the Site following the posting of any changes to this Privacy & Cookies Policy means that You accept such changes.

We reserve the right to transfer Your personal information in the event of a transfer of ownership of Lumivante, such as acquisition by or merger with another company.

You always have the option to terminate Your account at any time.

If you have any questions or need some clarification on this Privacy & Cookies Policy, please do not hesitate to email us at info@lumivante-holdings.biz.

This Privacy & Cookies Policy was last updated on July 23, 2025