

## **PRIVACY POLICY**

Last updated September 5<sup>th</sup>, 2017

Welcome to the website located at [www.matryx.ai](http://www.matryx.ai) (the “Matryx Site”). Nanome Inc. (“Nanome”, “we”, “us” or “our”) is committed to treating the personal and corporate information of our users with the utmost respect and sensitivity. Our privacy commitment is described in this privacy policy (the “Privacy Policy”). Nanome provides the Matryx Site to you subject to your acceptance of the Privacy Policy. The Matryx Site is offered to you conditioned on your acceptance, without modification, of this Nanome Privacy Policy.

### **Application of this Privacy Policy**

This Privacy Policy applies to your use of (regardless of means of access) any of the current set of Nanome products, collectively referred to as “Nanome Products”, such as our website (<https://nanome.ai>), our App for Windows, our App for Mac, our app for iPhone, our Android app and our browser extensions related to our Ethereum decentralized collaboration platform The Nanome Products are owned and provided by Nanome.

You can access, download or use Nanome Products, through applications on Devices (defined below), through APIs, and through third parties as set forth herein or in the Terms of Use or in any Token Sale Agreement applicable to you. A “Device” is any computer used to access the Nanome Products, including without limitation a desktop, laptop, mobile phone, tablet, or other consumer electronic device.

Nanome Products can enable you to use applications developed by third parties, individually and collectively referred to as “Third Party Apps” on a Device, such as an Android app on a Device running either the Microsoft Windows, Apple OS X or Linux operating systems.

### **General Information**

We believe that you have the right to understand how your information is stored and used. We are not responsible for the privacy practices of any third parties or the content of linked sites although we do encourage you to read the applicable privacy policies and terms and conditions of such parties or web sites.

## **Information We Gather**

Information you Provide: If you wish to obtain information about our products or services you can contact us. We may collect your name, company name, email address, and street address, along with other personally identifiable information or personal data (“Personally Identifiable Information” or “PII”) or other information you may choose to submit, as part of the inquiry process.

When you register for a Nanome account, we may collect certain PII, which may include your name, company name, email address, telephone number, street address, taxpayer and immigration information, payroll, insurance and banking information. You may be asked to provide log-in information, such as your email address and a password which will be used to access your account.

By providing your PII to us, you explicitly agree to our collection and use of such information as described in this Privacy Policy. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing our features, and communicating with you.

Information Automatically Collected: We (or our service providers acting on our behalf) may collect PII and other information about the Nanome Products that you use and how you use them. This information includes information that may identify you as well as statistical

information (“Analytics”) that does not identify you. Some Analytics may be correlated with your PII. Usage information may include:

a) Device Information: We may collect Device-specific information (such as your hardware model, operating system version, unique Device identifiers and mobile network information including phone number). We may associate your Device identifiers or phone number with your Nanome Account.

b) Log Information: When you use Nanome Products, we may automatically record or log information from your Device, its software, and your activity using the Nanome Products. This may include:

- The Device’s Internet Protocol (“IP”) address;
- Identification numbers associated with your Devices;
- Device event information such as crashes, system activity and hardware settings;
- Locale preferences;
- Application activity such as app upload, app download, app installation, app uninstallation, app start, app play duration, app stop, app crashes, app network activity and app resource consumption;
- Date and time stamps associated with transactions;
- System configuration information;
- Metadata concerning your applications; and
- Other interactions with the Nanome Products.

Cookies and Other Tracking Technologies: We may (and we may allow third party service providers to) use technologies to collect information about your browsing activities over time and across different websites following your use of the Matryx Site. For example, like many Web sites, we may use “cookies,” and we obtain certain types of information when your Web

browser accesses the Matryx Site or advertisements and other content served by or on behalf of the Matryx Site on other Web sites. We may use cookies to personalize our Site for you and to collect aggregate information about site usage by all of our users. A cookie is a text file that our Site transfers to your computer's hard drive for record-keeping purposes and to enhance the quality of your visit to our Site. The cookie assigns a random, unique number to your computer. Further general information about cookies and how they work is available at [www.allaboutcookies.org](http://www.allaboutcookies.org).

The cookies we may use on the Matryx Site may include:

a) Session cookies: These temporary cookies expire and are automatically erased whenever you close your browser window. We may use session cookies to grant our users access to content and to enable actions they must be logged in to do.

b) Persistent cookies: These usually have an expiration date in the distant future and remain in your browser until they expire or you manually delete them. We may use persistent cookies to better understand usage patterns so we can improve the site for our customers. For example, we may use a persistent cookie to associate you with your user account or to remember that your choices on the Matryx Site, but this only works when cookies on our site are enabled.

c) Third party cookies: We permit limited third parties to place cookies through the Matryx Site to provide us with better insights into the use of the Matryx Site or user demographics or to provide relevant advertising to you. These third parties may collect information about a consumer's online activities over time and across different websites when he or she uses our website. For example, we may utilize Google Analytics to analyze usage patterns of the Matryx Site. Google Analytics generates a cookie to capture information about your use of the Matryx Site which Google uses to compile reports on website activity for us and to provide other related services. Google may use a portion of your IP address to identify their cookie, but this will not be

associated with any other data held by Google.

We may also permit third party service providers to place cookies through the Matryx Site, as indicated above, to perform analytic or marketing functions where you are notified of them and you have consented to the usage. We do not control the use of such third party cookies or the resulting information and we are not responsible for any actions or policies of such third parties.

Your use of the Matryx Site will be deemed to be your consent to the placement of cookies on your computer or other device. If you prefer not to receive cookies through the Matryx Site, you can set your browser to either reject all cookies, to allow only “trusted” websites to set them, or to accept only those cookies from those sites you are currently on. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to the Matryx Site and use it.

If you refuse cookies, this will limit system performance and may even cause certain features of the Matryx Site to malfunction or not to work at all.

Do Not Track Signals: We currently do not respond to “Do Not Track” (DNT) signals and the Site operates as described in this Privacy Policy whether or not a DNT signal is received. If we do so in the future, we will describe how we do so in this Privacy Policy.

E-mail Communications: To help us make e-mails more useful and interesting, we may receive a confirmation when you open e-mail from the Matryx Site, if your computer supports such capabilities. In an effort to avoid sending unnecessary messages to our customers, we also compare our customer list to lists received from other companies.

Blockchain Information: Many Nanome Products are built on, or are directly integrated with, public record blockchains, such as the Ethereum Blockchain. Your use of Nanome Products will be deemed to be your consent to the placement of information necessary to the proper

functioning of Nanome Products on all necessary Blockchains, both public and private. Please contact those sites directly for information on their privacy policies.

Information from Other Sources: We might receive information about you from other sources and add it to our account information.

## **Use of Information**

The use of your information is subject to the Nanome Privacy Policy, the Terms of Use in effect at the time of use and the Token Sale Agreement. The provisions contained herein supersede all previous notices or statements regarding our privacy practices with respect to the Matryx Site.

We may use aggregated data (independent of any personal identifiers) for research and commercial purposes. This information includes what areas our users visit most frequently and what services they access most often. This information helps us develop a better site that is more useful and accessible to you.

We may use your PII internally for our general commercial purposes including, among other things, to offer our own, our affiliates' or third-party products and services that we think you may find of interest, but only Nanome, its subsidiaries and contractors involved in distributing the offers or providing the products or services will have access to your PII. Our subsidiaries and contractors will be required to use any PII we provide them only for that intended purpose.

We may use your email address to contact you to respond to your inquiries or to provide information on products or services to you. You can elect not to receive emails from us either by "unsubscribing" to an email you receive or by contacting us as indicated below.

Do-Not-Track: We use technology that recognizes a "do-not-track" signal from your web browser. You may set a "Do Not Track" (DNT) privacy preference in your web browser. When

you turn on DNT in your browser, we will use commercially reasonable efforts to stop collecting the information that allows us to tailor suggestions based on your recent use of the Service and your visits to websites within our advertising partner networks. Specifically, we stop collecting the unique cookie that links your browser to use of the Service and visits to these websites for tailoring suggestions or ads.

Disclosing Your Information: We may reveal PII about you to unaffiliated third parties: (1) if you request or authorize it; (2) if the information is provided to help complete a transaction for you; (3) if the information is provided to comply with the law, applicable regulations, governmental and quasi- governmental requests, court orders or subpoenas, to enforce our Terms of Use or other agreements, or to protect our rights, property or safety or the rights, property or safety of our users or others (e.g., to a consumer reporting agency for fraud protection etc.); (4) if the disclosure is done as part of a purchase, transfer or sale of services or assets (e.g., in the event that any of our assets are acquired by another party, customer information may be one of the transferred assets); (5) if the information is provided to our agents, outside vendors or service providers to perform functions on our behalf (e.g., analyzing data, providing marketing assistance, providing customer service, processing orders, etc.); (6) to allow them to market to you; or (7) as otherwise described in this Nanome Privacy Policy.

We may disclose your non-private, aggregated, or otherwise non-Personal information, such as usage statistics of our Products, to our affiliates and third parties.

Opt-Out Rights: If you do not wish to receive offers or other commercial communications from us in the future, you can “opt out” by contacting us at the address indicated at the end of this policy or by following the “unsubscribe” instructions in any communication you receive from us. Please be aware that you are not able to opt out of receiving communications about your account or transactions with us.

Accessing Your Information: You are required to provide us with accurate and up to date

information. Nanome gives you the ability to amend your data at any time by accessing your account on our site and modifying the information. Any changes will affect only future uses of your PII.

Subject to any legislation which might, from time to time, oblige us to store the information for a certain period of time, we will respect your wishes to correct inaccurate information. Otherwise, we will hold your information for as long as we believe it will help us to achieve our aims as detailed in this policy.

You can ask us whether we are keeping personal information about you and you can ask to receive a copy of that personal information. Before sending you any personal data, we will ask you to provide proof of your identity. If you are not able to provide proof of your identity to our sole satisfaction, we reserve the right to refuse to send you any personal data. We will respond as quickly as we can to your requests for details of personal information we hold about you.

## **Security**

We have security measures in place in our physical facilities and in our computer systems, databases, and communications networks that are reasonably designed to protect information contained within our systems from loss, misuse or alteration.

WE ARE NOT RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF ANY NON- PUBLIC INFORMATION THAT YOU PROVIDE US. IF THERE IS INFORMATION THAT YOU WISH TO PROTECT FROM DISCLOSURE TO OTHERS, DO NOT PROVIDE IT TO US.

No method of electronic transmission or storage is 100% secure. Therefore, we cannot guarantee absolute security of your PII. You also play a role in protecting your information. Please safeguard your user name, email address and password and do not share them with others. If we

receive instructions using your log-in information we will consider that you have authorized the instructions. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We reserve the right to refuse service, terminate accounts, or remove or edit content in our sole discretion.

### **California Residents**

Because we value your privacy, we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent as set forth in this Policy.

We may disclose your personal information to our affiliates or other third parties, including Google, who may use that information to market to you directly. Pursuant to California's "Shine the Light Act", California residents are permitted to request information about the manner in which we share certain categories of information with third parties for their marketing use. Please email us at [team@matryx.ai](mailto:team@matryx.ai) to request a copy of our disclosure pursuant to California law.

### **Children's Online Privacy Protection Act**

We are in compliance with the requirements of the Children's Online Privacy Protection Act ("COPPA") and do not knowingly collect any information from anyone under 13 years of age. If you are under the age of 13, please do not submit any PII through the Nanome Products. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children never to provide PII through the Nanome Products without their permission. If you have reason to believe that a child under the age of 13 has provided PII to us through the Nanome Products, please contact us, and we will endeavor to delete that information from our databases. Our website, products, and services are all directed to people who are at least 18 years old or older.

## **Links to Third-Party Sites**

When you use the Matryx Site or the Nanome Products, you may be directed to other websites that are beyond our control. We may also allow third-party sites or applications to link to the Matryx Site. We are not responsible for the privacy practices of any third parties or the content of linked sites but we do encourage you to read the applicable privacy policies and terms and conditions of such parties or web sites. The only website to which this Privacy Policy applies is the Matryx Site.

## **International Transfers**

The PII we receive may be held on our computers and systems in the European Union, throughout Asia and in the computers and systems of our offices and datacenters in the United States and may be accessed by or given to our staff working outside the European Union. Your information may be processed by us in the United States, where laws regarding data protection may be less stringent than the laws in your country. By using the Matryx Site and by providing any personal information to the Matryx Site, all users, including without limitation users in Canada and the European Union, fully understand and unambiguously consent to the collection and processing of such information in the United States.

## **Online Privacy Policy Only**

This Nanome Privacy Policy applies only to information collected online through our website and not to information collected offline. This Privacy Policy shall not apply to any unsolicited information you provide to us through the Nanome Products or through any other means. This includes, but is not limited to, information posted to any public areas of the Nanome Products, such as forums, any ideas for new products or modifications to existing products, and other unsolicited submissions (collectively, “Unsolicited Information”). All Unsolicited Information

shall be deemed to be non-confidential and we shall be free to reproduce, use, disclose, and distribute such Unsolicited Information to others without limitation or attribution.

## **Terms of Use**

Please also visit our Terms of Use section, which establishes the use, disclaimers, and limitations of liability governing the use of our website.

## **Token Sale Agreement**

We may also collect information from our customers or users in connection with any Token Sale Agreement which may be applicable to that customer or user.

## **Changes to our Privacy Policy**

As our services evolve and we perceive the need or desirability of using information collected in other ways, we may from time to time amend this Privacy Policy. We encourage you to check the Matryx Site frequently to see the current Privacy Policy and Terms of Use in effect and any changes that may have been made to them. If we make material changes to this Policy, we will post the revised Nanome Privacy Policy and the revised effective date on the Matryx Site. Please check back here periodically or contact us at the address listed at the end of this Policy. Your continued use of our services after any changes or revisions to the Privacy Policy shall indicate your agreement with the terms of such revised Privacy Policy.

## **Contacting Us**

This site is owned and operated by Nanome. If you have any questions or suggestions with respect to this policy, or if you wish to ask us to delete, correct, or show you your information as provided above, you can write to us at [team@matryx.ai](mailto:team@matryx.ai).