

nanopay Privacy Notice and Policy

Last updated: November 28, 2018

1. Executive Summary

This privacy notice and privacy policy (“**Notice**” or “**Notice and Privacy Policy**”) sets forth the manner in which the nanopay Corporation and its affiliates (“**nanopay**”) collects, retains, uses and shares information about you and all other customers of our services (each, a “**Customer**”). For avoidance of doubt, this Notice applies not only to the provision or potential provision of our services but also to the nanopay website (the “**Website**”). nanopay is committed to protecting its Customers’ privacy, including protecting their Personally Identifiable Information (“**PII**”). It is wholly your decision to share your PII with nanopay.

You should know that nanopay’s services are designed for and intended for use by businesses and **not** individuals. In short, we provide B2B services and not P2P services. You can sign up for our services, including the services we provide via mobile electronic devices such as cell or mobile phones (the “**Service**”) by going to our Website and following the instructions there for new Customers. Our goal is to help our Customers manage their online identity in a secure and efficient manner while also benefiting from the enhanced efficiency and security of the nanopay payments software platform and associated services.

Importantly, it is your responsibility to carefully read this Notice and agree to its terms before submitting any PII to nanopay. You must understand that by accessing the Website or using the Service you acknowledge that you have read, understood, and agreed to be bound by all of the terms of this Notice and Privacy Policy (“Notice”), and the terms of the nanopay Terms of Service located at: [<https://www.ablii.com> or <https://www.nanopay.net>] (collectively, the “Terms”). If you do not agree with the above, please exit this page and do not access the Website and the Service.

Notice of Privacy Rights

2. Purpose of Collecting Information About You

We must collect PII about you in order to provide the Services described above in a legal and compliant manner. We have to know who you are and we need to gather information proving that you are who you say you are and not an imposter seeking to use our Service in a prohibited manner, e.g., to launder money or to commit a fraud.

3. Types of Information nanopay Collects and Uses About You

Information You Provide to Us:

nanopay collects PII about its Customers. PII is defined as information that can be used to identify a specific individual, including without limitation, first and last name, mailing address (business or personal), e-mail address (again, business and/or personal), phone number, bank account number, tax identification number, passport number, driver’s license number, date of birth, and any other such

information you voluntarily provide to us. We ask for this information in order for us to comply with our legal obligations to ascertain your identity for anti-money laundering and anti-terrorist financing purposes, as other requirements.

We collect PII belonging to you when you register to use our Service by establishing a nanopay Account. We also collect information about you when you visit our Website, or when you actually use our Service to send and receive money, to make purchases from merchants, to pay bills sent to you by your business partners and suppliers of goods and services. The kind of transaction information we will collect are things like the amount sent or requested, the amount paid for products or services, merchant information, including information about any funding instruments used to complete the transaction.

- In addition, when you use our Service or access our Website, we collect the PII you provide us about yourself and the other participants associated with the transaction. For example, when you send and receive money through our Service we collect PII about the other party or parties to this transaction, i.e., their name, postal address, telephone number, and the financial/bank account information of such a person or entity.
- Furthermore, if you use our Service to pay a bill for the benefit of someone else, or if you request a Customer to pay a bill for you, we will collect PII from you about the account holder such as name, postal address, telephone number, email address, and account number of the bill that you intend to pay or request be paid.
- We will also obtain PII about you if you use our Service to add value to your account or any other account you may have, or if you ask another Customer to add value to your account[s], we may collect PII about you or about the other party or from the party you asked to help facilitate your request.
- We may also obtain information about your contacts, friends and family members, e.g., recipients of funds. You will, depending on how you decide to use our Service, provide us with PII belonging to these other individuals, e.g., their names, email addresses and telephone numbers and addresses and bank account or brokerage account information. If you do decided to share o share your contacts with us, then we will have information about your contacts in our systems.
- We may also obtain PII about you from third party sources such as merchants, data providers, bank, broker, and credit bureaus, where provided by law.
- We will also obtain your subscriber id and passwords so you may access your account information and services, as well as product or service preferences, purchase history, time spent and other customer engagement information to better understand your preferences and help us develop better products and services.
- Depending on how you decide to use our Service and Website, we may also collect your social media identifiers. You can control what information you share through some social media networking sites' privacy settings.
- If you visit our offices or speak to one of our representatives on the telephone, you may be recorded on video or audio tape. Customer service calls maybe recorded for quality assurance purposes, identity verification and also, when appropriate, fraud detection.

Information That's Been De-Identified – Non PII:

We will collect and use non-PII about you (e.g. PII that has been aggregated and/or de-identified).

nanopay will use your non-PII information to do things like troubleshoot problems with our Service, administer our Website, analyze trends, gather demographic information, comply with applicable laws and regulations, and, if required, comply with law enforcement activities and requests. We may also share this information with our authorized third-party service providers, affiliates and partners when required to do so for the smooth administration and functioning of our Service.

4. Retention of Your PII

nanopay will retain your PII to fulfill our legal and regulatory obligation and also for business purposes. We may retain your PII for longer than required by law if there is a legitimate business need for us to do so and such retention is not prohibited by law. Should you close your account, nanopay will mask your PII and non-PII but will retain and have access to this data as long as required to comply with applicable law and regulation. We will continue to use and disclose such PII in accordance with these Terms.

5. When We May Process Your PII

nanopay will not share, rent, sell, or trade your PII with any third parties, except to support your use of our Service to send and receive money or otherwise support your financial transactions as described above in Section 3.

Examples of how your PII will be processed by us are:

- To initiate a payment, to send or request money, to add value to an account, or to pay a bill;
- To authenticate access to your account;
- To communicate with you about your account, the Website, the Service or nanopay;
- To create an account connection between your nanopay account and third-party accounts or platforms, e.g., a bank account; and
- To control our business risks by, among other things, performing creditworthiness and other financial standing checks, evaluate applications, and compare information for accuracy and verification purposes.

In addition to processing your PII to operate our Service, nanopay may also process your PII to do any of the following:

- Manage our business needs, such as monitoring, analyzing and improving our Service's and Website's performance and functionality – e.g., analyzing how you interact with our Website and how you actually use our Service;
- As indicated above, to manage risk, protect our Services and most importantly our Customers from fraud and abuse and misuse;

- To market to you by delivering market materials about nanopay products and services. We may also process your PII to tailor the Service or Website to better match our understanding of your interests;
- To provide you with location-specific options, functionality or offers if you elect to share your geolocation information (which means information that identifies with reasonable specificity your location by using, for example, longitude and latitude coordinates obtained through GPS, Wi-Fi or cell triangulation) through our Service;
- To respond to your requests, if, for example, you experience a customer service issue and reach out to us for help resolving it; and
- To comply with our obligations and to enforce our Terms, including fulfilling our obligation to comply with all applicable laws and regulations.

6. Sharing of Your PII By nanopay With Third Parties

A. *With Third Parties in General*

We may, if required by circumstances, provide your PII to third parties, such as your bank or other financial institution, or the bank or financial institution of the party to whom you are sending funds or from whom you are receiving funds, or a party whose goods and services you are purchasing when we are reasonably required to do so in order to support your use of our Service – e.g., if you request a financial transaction using our Service. We will only provide your PII to third parties using industry standard encryption tools, designed to protect such information from unauthorized access. Importantly, you agree that by providing your PII to nanopay and then using our Service in the manner described above that you have authorized nanopay to transmit this information to third parties that are required to complete the transactions that you have ordered via our Service, or when required, to resolve disputes and detect and prevent fraud and abuse.

The information that nanopay shares with such third parties will be limited to the PII that nanopay believes, in its sole discretion, is necessary to complete the transaction or otherwise interact with the third party that you have authorized.

We will also use your information to do the following: 1) to communicate with you, for example in response to questions, requests or comments; 2) to comply with any applicable legal requirements or government regulations; and 3) to perform data analysis, such as trend analysis or financial analysis.

We use your information to improve and develop our Service. By understanding how you use our Service and Website, including how you are trying to use our Service and Website, we can improve our offerings and make your interaction with us more productive and valuable to you.

We will also use the information you have provided to us about yourself to promote the safety and security of our Service and Website. We can use what we know about you and your typical activities to not only identify you to third parties, but to also identify and investigate suspicious activities and prevent fraud and other violations of our Terms of Service and our policies in general.

B. With Third-Party Service Providers

nanopay uses third-party service providers to provide some of the services that its Customers receive. These third-party service providers perform functions on behalf of nanopay, such as, for example, Google Analytics, which analyzes the traffic on the Website and provides marketing assistance to us. Other third-party service providers like Stripe help process credit card or bank payments, and Amazon Web Services provides data center services. We might therefore ask for help from Amazon Web Services if our Website or the Service becomes impaired. In addition, we will share your information with our partner licensed financial institutions such as AscendantFX. Finally, we may also share your information with our corporate affiliates, e.g., our wholly owned US subsidiary. We may also retain third parties to help us assess and manage risk and prevent fraud, including fraud that occurs at or involves our business partners, strategic ventures, and other merchants and banks. Finally, we may use your PII to support our audit, compliance and corporate governance functions.

7. In the Event of a Corporate Action Such As a Merger or Asset Sale

Should nanopay merge with another business or should a substantial portion of nanopay be purchased by a third party, or even if nanopay files for bankruptcy protection, it is possible that your PII and non-PII about you will be transferred to any such successor entity in connection with a corporate action. Customer information submitted prior to such a corporate event would remain subject to the terms of this Notice. However, after such a corporate action, any information submitted by Customers would be subject to any new Notice and/or privacy policy adopted by a successor entity.

8. nanopay May Share Your Information for Its Protection and the Protection of Others

nanopay reserves the right to disclose your PII and also your non-PII information as required by applicable laws and regulations, and also to comply with a judicial proceeding, a search warrant or subpoena, a court order, an order of a regulator, or legal process in general. In addition, we may also disclose such information to enforce or apply this Notice, our Terms of Service, and any other applicable agreements. We can also do so as part of an investigation, and to prevent or take action regarding suspected or actual prohibited activities, including but not limited to frauds, and situations involving potential threats to the physical safety of any person or vital interests of a person, or to prevent financial loss to any person or entity; or otherwise protect the rights, property or safety of nanopay, its Customers and others.

9. nanopay Can Disclose Non-PII About You

nanopay may also disclose and share non-PII about you with our third-party service providers and our affiliates and partners. For example, we may disclose aggregated information about Customers to third parties who request it. We may also publish this information for promotional purposes – i.e., the number of people in California or some other state or country who are Customers. Please note that this information will not constitute PII but will consist only of general summaries of our Customers and their activities on our Website and Service. For avoidance of doubt, this data is collected by nanopay for its benefit.

10. Updating and Correcting Information

nanopay encourages all Customers to promptly update and correct their PII should this data change or should they discover that it is not accurate. Please do this by contacting nanopay at:

support@nanopay.net. A Customer can have his or her information deleted or removed; however, nanopay will nevertheless be compelled to retain such information as to allow it to fulfill its regulatory and legal obligations, e.g., demonstrating to regulators that it has complied with applicable anti-money laundering/know-your-customer laws. In addition, in some cases, it may prove impossible for nanopay to completely delete all information about a Customer for technical reasons, e.g., the periodic back-up data in our systems.

11. Information A Customer May Receive From nanopay

By becoming a Customer, you explicitly consent to receiving emails from nanopay at the email address you have provided to us. Among other things, you may receive Administrative or even Promotional emails from us. An “Administrative” email is an email that relates to a Customer’s activity on our Service or Website and will include emails regarding your account or requests for information and services made to us. A “Promotional” email could advertise nanopay’s products and services as well as the products and services offered by nanopay affiliates and partners and perhaps third-party service providers. You can opt out of receiving Promotional emails by simply clicking on the unsubscribe link of any Promotional email you receive. You cannot opt out of receiving Administrative emails.

12. How nanopay Uses Cookies and Tracking Technologies

In order to enhance your experience on our Website and using our Service, nanopay may store cookies on your computer. nanopay uses cookies to save you the time while using our Website and also to help us track and target your interests as well as the interests of other Customers. This process allows us to continuously improve our Service.

Cookies also allow nanopay to collect non-PII from you, e.g., which pages you visited, and what links you clicked on. This type of information allows us to create a better experience for all Customers and potential Customers who visit our Website.

For avoidance of doubt, this Notice and Privacy Policy covers the use of cookies by our Website only, it does not cover the use of cookies by third party websites, third party service providers, or even affiliates of nanopay. You should know that as a general rule browsers accept cookies, however, you may be able to modify your browser’s settings to refuse cookies.

nanopay may also use other standard industry technologies to track your online activity such as pixel tags and web beacons. nanopay may also allow its third-party service providers to use these devices on our behalf. Pixel tags and web beacons are tiny graphic images placed on certain pages of our Website, or in our emails that will allow nanopay to determine whether you have performed a specific action. When you access our pages or open or click an email, pixel tags and web beacons will generate a non-personally identifiable notice of that action. Pixel tags allow us to measure and improve our understanding of visitor traffic and behavior on our Website, as well as give us a way to measure our promotions and performance. nanopay may also utilize pixel tags and web beacons provided by our affiliates and partners for the same purpose.

13. Third Party Terms and Privacy Policies

While nanopay owns and operates the Service and the Website, it does not own or operate third party websites, e.g., the website of the bank where your account resides. nanopay is not responsible for the privacy practices of third parties and third parties are under no obligation to comply with this Notice or our Terms of Service. Before visiting third party websites or using the services of a third party,

Customers should separately review the private policies and practices of all such third parties to determine how their PII and other information will be treated.

As noted above, this Notice and Privacy Policy only addresses the use and disclosure of information about you that nanopay collects and uses. Websites and services of third parties, whether partners of nanopay, service providers of nanopay, or third parties using our Service to verify and confirm the entity of their customers and users have their own terms of use, privacy policies and data collection rules, as well as use and disclosure practices. You should also read their notices and privacy policies as well as their terms of service so you can make an informed decision about whether or not you wish to use their services or visit their websites.

In the event of any conflict or inconsistency between nanopay's Notice/Privacy Policy or Terms of Service and that of a third party's, nanopay's Terms will prevail.

14. Security of Your Information

A core value of nanopay is the protection of its Customers' PII. In order to prevent authorized access and/or disclosure of your PII, nanopay has created a comprehensive information security program consisting of physical, managerial and technical procedures designed to safeguard and secure information that you have provided to us about yourself. Our information security program uses processes, including data encryption, that are generally accepted by the industry as best practices. All of your PII is encrypted both in transit and at rest

However, as you may know from reading, listening and watching the news, there are a number of aggressive and skilled hackers and criminals operating on the Internet. As a result, no transmission of information over the Internet or any wireless network can even be completely free of the risk of hacking or data loss. nanopay can therefore not guarantee the absolute security of the information you provide us, and we are not responsible for the illegal actions of third parties that hack into our systems or otherwise disrupt the proper functioning of our Service and Website.

15. Age Limitations Using nanopay's Service and Website

As stated in our Terms of Service, no one under the age of eighteen (18) may use nanopay's Website or Service. Consistent with this Policy, nanopay will not knowingly collect personal information from anyone under the age of thirteen (13), and no part of our Website or Service is designed to attract anyone under the age of 13. Because we do not intentionally collect any information about children under the age of 13, we also do not knowingly distribute such information to third parties. If you have reason to believe that a child under the age of 13 has provided nanopay with information or is otherwise using or seeking to use our Website and/or Service, please contact us at privacy@nanopay.net or privacy@ablii.com and we will immediately delete such information or terminate such service, subject to our compliance with applicable law and regulation.

When you use third-party apps, websites, and other services that are integrated into our Service, these third parties and nanopay will share information about you with us. In such cases, you are granting nanopay the right to access, utilize and store (if applicable) information, including PII, residing on such third-party platforms that is tied to your nanopay identity token.

16. Modifications of this Notice and Our Privacy Policy

Should nanopay decide to change this Notice, we will post those changes to this page so Customers will be made aware of such changes in our we collect and use their information. nanopay reserves the right to modify this Notice at any time, so please review this page on a regular basis. If nanopay makes any material change to this Notice, we will notify you here, by email or by means of a notice on the home page of our Website.

17. Consent

By consenting to this Notice you are giving nanopay permission to process your PII and non-PII in the manner and for the purpose described in this document. Your consent is required for nanopay to process your PII and must be explicitly given. In addition, if you as part of your use of the Service provide information about third parties, including PII about them, you are wholly responsible for informing such third parties of this fact and obtaining all required consents and permissions.

18. Collection of Mobile Identifiable Information

As part of this Notice, you are authorizing your wireless operator (e.g., T-Mobile, Rodgers, Sprint, AT&T, Verizon, etc.) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI or IMEI) and other subscriber details, if available, solely to allow verification of your identity and compare the information you have provided to nanopay with your wireless account profile throughout the duration of your relationship with us. This comparison during the period that you are a nanopay Customer is an important way to preventing identity theft and preventing an unscrupulous third party from pretending to be you and gaining access to your bank account and other important online relationships.

19. Customers And Visitors to Our Website Located Outside of the United States

Please be aware that nanopay is a Canadian company and that any data you submit, either directly to us or indirectly via third party website or service, will be transmitted to Canada. For avoidance of doubt, you should know, especially if you are a citizen of the European Union, that Canada does not have the same data protection laws as your country. As noted about in the consent section of this document, by providing your information to nanopay you are consenting to the transfer and maintenance of this data to Canada according the terms of this Notice, the nanopay Notice and the nanopay Terms of Service.

You should understand that our operations are supported by a network of computers, cloud-based servers and other infrastructure and information technology, including but not limited to, third-party service providers. nanopay and its third-party service providers may store and process your PII in the U.S. and elsewhere in the world. We will protect your PII as described in this Notice/Privacy Policy, if your PII is transferred to other countries.

20. Audit Rights

nanopay reserves the right to audit the information you enter into our Service about yourself and to identify fraudulent activity using our Service – e.g., identify imposters claiming to be you.

21. Contact Information

nanopay is located at 171 E. Liberty Street, Suite 340, Toronto, Canada ON M6K 3P6. Please send any inquiries you have about this Notice to: privacy@nanopay.net or privacy@ablii.com. In addition, should you have any questions regarding nanopay's privacy policy and your rights under it, please send an email

to norman@nanopay.net. If you are not satisfied with nanopay's response to any privacy question or issue you have, you have the option of contacting the Office of Canada's Privacy Commissioner at: <https://www.priv.gc.ca/en/report-a-concern/file-a-formal-privacy-complaint/> under Principle 10 of Canada's Personal Information Protection and Electronic Documents Act. ("**PIPEDA**"). You may also access your PII upon request according Principal 9 of PIPEDA.