Privacy Policy
08 October 2024

This privacy policy aims to help you understand how we PT Tumbuh Bersama Nano, a limited liability company established under the law of the Republic of Indonesia, having its address at Thamrin Executive Residence - Business Park Jalan Thamrin Avenue 1 No. 7, RT4/RW9, Kebon Melati, Tanah Abang, Jakarta Pusat, DKI Jakarta 10230 ("**SBN**") as the manager of the SBN application ("**Application**") collect, store, use, process, transfer, disclose, and protect personal data and/or information of our users ("**Privacy Policy**"). The SBN Privacy Policy applies to all services and features available on the Application, including the mobile applications and software and others, which are used by registered and verified users (hereinafter referred to as "**Users**"). SBN obtains User data from PT Tumbuh Bersama Nano ("**Nanovest**") which has been registered as an entity that has an official permit as a Prospective Physical Trader of Crypto Assets from Bappebti which assists SBN in facilitating tokenization projects and other business projects that may be carried out by SBN in accordance with applicable laws and regulations. All data and personal information submitted by the Users are saved by SBN and are subject to the provisions of the Law of the Republic of Indonesia no. 27 of 2022 concerning Personal Data Protection ("**PDP Law**").

Users are required to read, understand and agree to SBN's Privacy Policy due to data or personal information of users will be the basis for SBN to provide better services for users with applicable regulations.

This Privacy policy is a real commitment from SBN to respect and protect every User's personal data or information, as well as its derivative sites/applications.

If the User does not agree to the processing of their data or information as outlined in this SBN Privacy Policy, SBN advises against the use of the Application services.

1. DATA COLLECTION

The data used and required by SBN to be provided by Nanovest to SBN will include all data and information as follows:

1. User identity (Full Name, and NIK);

2. Email and Mobile Number;

3. Bank account information owned by the user; and

4. Crypto wallet address information owned by the user.;

2. DATA USE

SBN reserves the right to use the data and/or information of the User if the User has agrees to the Privacy Policy by providing User data/information and using the services provided by SBN on the Application. SBN will only use User Personal data collected for legitimate purposes and has been previously informed to the User. User Personal Data will be used for purposes that are not prohibited by applicable regulations or law. SBN will use the collected data for the following purposes:

1. identify the user, including managing their account, verifying their information, activating or deactivating their account, and other related matters to the User's account;

2. facilitate and verify the KYC process when the user is making a transaction on the system on our partner in accordance with applicable legal orders and provisions;

3. to register and provide access to User data to parties who collaborate with SBN in providing the offered products on the application, to register Users in the system provided by the Third Party;

4. to process and facilitate orders and payment transactions for a product digital assets made by the User, including to provide notification of the success or failure of the User's transaction;

5. facilitate communication between the user and SBN through the application;

6. to give updates for the latest information, whether regarding updates to the Application system, Application features, any policy changes made by SBN or the government that affect the Application, and other information that can be displayed or conveyed to Users;

7. Process and respond to user questions and feedback;

8. to update, maintain, develop and personalize the Application to suit User preferences;

9. to monitor, oversee and analyse transaction activity, search activity, structure and distribution of expenses and income, in terms of use of the services provided on the Application;
10. to carry out due diligence, including conducting AML/CFT screening checks in accordance with Applicable Law;

11. to assess the impact of Personal Data Protection in the event that the processing of Personal Data has a potentially high risk of Personal Data provided by Users to SBN;

12. to offer or provide services provided by Affiliated Parties (as defined in the General Terms and Conditions of the Application);

13. to offer vouchers, rewards, bonuses, surveys, promotions and advertising to Users; and

14. Use personal data for any other purposes related directly or indirectly to the matters mentioned above.

3. DATA TRANSFER/DATA SHARING

Data sharing or transfer carried out by SBN is only for the purpose of using the Application and to support the services and features provided by SBN on the Application. SBN will only share or transfer data if the User has given approval to SBN to do so, providing consent can be done separately or by agreeing to this Privacy Policy. SBN will only provide User data and information to the following parties:

1. Parties who collaborate with SBN to provide services in the Application ("Vendor Parties" or "Third Parties") both within the territory of the Republic of Indonesia and outside the territory of the Republic of Indonesia in accordance with statutory provisions and the Third Parties are required to operate in countries that have a level of personal data protection that is equivalent to or higher than that which is present in the Republic of Indonesia, and;

2. Government institutions and law enforcement officials, which is a form of implementation of SBN's compliance in carrying out regulatory obligations to facilitate the execution of their regulatory obligations pertaining to the reporting of periodic submissions and suspicious transactions carried out by users.

SBN will not sell or rent any User data and information to other parties. Moreover, SBN also has a policy that SBN will only provide data to the aforementioned parties to the extent of the requested data and information. SBN will make every effort to reject any requests that are considered irrelevant to the aforementioned parties.

4. DATA STORAGE

User data and information on the Application will be stored as long as it is still used for data collection purposes, and as long as it is regulated by applicable laws. SBN will stop storing User data and information immediately if we consider that the data we have collected is no longer in accordance with the purposes for which the data was collected, and storage of the data is no longer necessary for business purposes and is not permitted or required by applicable law.

In accordance with applicable legal regulations, for any data that has been collected, SBN as the electronic system operator is obliged to store the data obtained for a minimum of 5 (five) years starting from the last date the owner of the personal data became a User on the Application. Data deletion will be carried out by SBN in accordance with the provisions of applicable laws and regulations.

5. DATA ACCESS AND CHANGES

Subject to the provisions of the applicable regulations, Users can request to SBN, and SBN can also provide Users with access to make changes to data and information other than telephone numbers & electronic mail addresses, to make changes, users can either do it themselves through the application or contact customer service for assistance. Before granting access, SBN requires users to submit a clear request that includes the goals and objectives of the change. SBN may also ask users for the reasons behind the change in their personal data and information.

SBN has the right to decline a User's request to access, or correct, some or all of the User's personal information in our possession or control if it is permitted or required under applicable law. This may include situations where the personal information may contain references to other individuals or where the request for access or request for correction is for reasons we consider trivial, irritating, inappropriate, unclear, endanger security, have an impact on disclosing personal data belonging to other people and conflict with defense interests as well security national.

Users can contact us, refer to point 10 of our Privacy Policy for our contact information.

6. DATA DELETION AND USER ACCOUNTS

To the extent permitted by the applicable law, Users have the right to ask us to delete User personal data stored on the SBN system. At the User's request, we will endeavour to delete the User's personal data from our system, unless we are permitted or required by applicable law to do otherwise. SBN will also stop collecting, using or disclosing User’s personal data, unless permitted or required by applicable law. it is important to note that by asking us to delete Users' personal data, we may not be able to continue providing our services to the Users.

Regarding the Removal Account, Users can delete the account independently through the available application or by contacting us via the contact information provided in point 10 of this

Privacy Policy. However, please remember that deleting an account will not automatically delete the user's data. Before deleting an account, SBN will verify if there are any open transactions or balances that still exist in the user's account. The Account Deletion process will only deactivate the user's account, rendering it inaccessible.

7. DATA SECURITY

The confidentiality of User data and information is of the utmost importance to SBN. SBN will use all reasonable efforts to protect and secure User data and information from access, collection, use or disclosure by unauthorized persons and against unlawful processing, accidental loss, destruction and damage or similar risks. However, please note that the transmission of information via the Internet is not completely secure and is very susceptible to the risk of hacking. Although we will do our best to protect User data and information, Users acknowledge that SBN cannot guarantee the integrity and accuracy of any data and information that Users send via the Internet, or guarantee that such User data and information will not be intercepted, accessed, disclosed, altered, or destroyed by unauthorized third parties, due to factors beyond SBN's control. SBN is responsible for maintaining the confidentiality of User account details and Users must not share User account details, including passwords and (OTP), with anyone and Users must always maintain and be fully responsible for the security of the devices Users use.

In administering the Application, SBN has also complied with legal provisions relating to the provisions for placing data on Data Center and Data Recovery Center which is up-to-date in accordance with statutory requirements, and has equipped an Application protection system that meets all statutory requirements.

8. CHANGES TO PRIVACY TERMS

SBN reserves the right to periodically review and update its Privacy Policy to ensure compliance with evolving legal regulations. Any modifications to the Privacy Policy will be communicated to Users through general news which can be accessed via the Application or via email sanded to user directly. Users are responsible for reading and understanding any changes made to this Privacy Policy. If any clarification is needed, Users can contact SBN through the Application or using the contact information provided in this Privacy Policy.

9. ACKNOWLEDGMENT AND CONSENT

By using our platform, the User acknowledges that the User has read and understands this Privacy Policy Overall and User accepts all provisions of this Privacy Policy. In particular, the User agrees and consents to the actions to be taken by SBN in accordance with this Privacy Policy or in accordance with applicable legal provisions. Continued use of this platform following the announcement of this policy change will be deemed as User acceptance of such changes.

User may withdraw User's consent to any and all collection, use or disclosure or sharing of User's data and information at any time by giving us reasonable notice in writing using the contact details mentioned below. Users can also withdraw User consent for us to send certain communications and information to Users through the "opt-out" or "unsubscribe" facilities contained in our messages to you. Depending on the circumstances and nature of the consent that the User withdraws, the User must understand and acknowledge that after withdrawing such consent, the User may no longer be able to use the Application and the services attached to it. Withdrawal of consent by the User may result in termination of the User's account or the User's contractual relationship with us and all SBN Affiliated Parties, with all accrued rights and obligations remaining fully reserved. Upon receipt of a User's notification to withdraw consent for the collection, use, or disclosure or sharing of User's data and information, we will notify the

User of the possible consequences of such withdrawal but not limited to applicable legal regulations so that the User can decide whether the User really wants to withdraw consent.

10. CONTACT US

If the User has any questions about these Privacy Terms or if the User would like to access personal data and information, please contact the following contact: care@iddb.finance

Furthermore, to maintain the security of data and use of the Application, the Application will always be regulated and developed in such a way as to maintain the security of User data and transactions.