PRIVACY POLICY

Last updated: 24 July 2026

This Privacy Policy ("Policy") explains how Fintch One Ltd, a private company limited by shares incorporated and registered in the Seychelles with company number 243003, whose registered office is at F2-2A, Oceanic House, Providence Estate, Mahé, Seychelles (the "Company", "we", "us"), collects, uses, and discloses information when you access or use the website https://fintch.one and the mobile application "Fintch" (the "Platform"), or otherwise interact with us.

Please read this Policy carefully. By accessing or using the Platform, you accept the practices described in this Policy. If you do not agree with it, you should stop using the Platform.

1. Scope and Acceptance

1.1. This Policy describes the personal data we process and how we collect, use, and disclose it.

1.2. This Policy takes effect when you first access the Platform and applies to your use of it.

1.3. If you do not agree with this Policy, or do not wish for your personal data to be processed as described, you should stop using the Platform.

2. Data Controller

2.1. The controller of personal data processed through the Platform is Fintch One Ltd, company number 243003, registered office F2-2A, Oceanic House, Providence Estate, Mahé, Seychelles.

2.2. Contact for privacy matters: support@fintch.one.

3. Legal Grounds for Processing

We process your personal data where it is:

3.1. necessary to perform our contract with you (in particular, to provide access to the Platform under the Terms of Use);

3.2. based on your consent, where we ask for it (see section 4);

3.3. necessary to comply with a legal obligation (for example, responding to a court order or regulatory requirement, or performing anti-money-laundering and sanctions screening);

3.4. necessary for our legitimate interests, provided these are not overridden by your interests and rights; or

3.5. otherwise permitted by applicable law.

4. Consent

4.1. EU/EEA users. Where we rely on consent to process the personal data of a user in the European Union or European Economic Area, we will do so only after receiving a freely given, specific, informed, and unambiguous indication of your agreement - for example, by ticking a consent box or by submitting your personal data through a form on the Platform. Where the mobile application uses your device's advertising identifier for advertising measurement, it does so only after you grant the corresponding permission through your device's tracking-permission prompt.

4.2. Your consent covers processing carried out for the purpose(s) for which it was given. Where processing has several purposes, consent applies to all of them.

4.3. You may withdraw your consent at any time by emailing support@fintch.one (and, for device-level permissions such as tracking or push notifications, through your device settings). Withdrawal does not affect the lawfulness of processing carried out before withdrawal.

4.4. After you withdraw consent, we will stop the processing that relied on it, except where we are legally entitled or required to continue - for example, to meet a legal obligation or to enforce or defend legal claims.

4.5. Other users. If you are not in the EU/EEA, by ticking a consent box or submitting your personal data through the Platform, you agree that we may process (including collect, store, use, disclose, share, and transfer, including across borders) the personal data you provide and the personal data we collect from your use of the Platform, in accordance with this Policy, and that we may use cookies and similar technologies as described in section 5.

5. Personal Data We Collect

5.1. General. The personal data we collect depends on how you interact with us. In many cases you can choose whether to provide personal data, but if you do not, you may not be able to use the full functionality of the Platform. The Platform may contain links to third-party websites, which are governed by their own privacy policies; we are not responsible for them.

5.2. Data you provide to us. To provide the Platform under the Terms of Use, we may ask you to provide:

- phone number;
- email address;
- cryptocurrency wallet addresses you add or withdraw to;
- a referral code, if you choose to enter one at registration; and
- the content of messages you send to our support team.

We collect this data only when you provide it, and only for purposes identified on the Platform or in this Policy.

5.3. Data we collect automatically. When you access or use the Platform, we may collect:

- device information - such as hardware model, operating system and version, browser, language and region settings, and device identifiers (including push-notification tokens and, with your permission, your device's advertising identifier);
- log information - such as login details, dates and times of access, pages viewed, button clicks, form-interaction events (without capturing the values you enter), errors, IP address, and time spent on the Platform;
- crash and diagnostic information generated when the application encounters an error;
- attribution information - such as the campaign or link through which you installed the application, used to measure our advertising; and
- information collected through cookies and similar technologies on the website - cookies are small data files stored on your device that help us recognise your device and understand how the Platform is used; web beacons are small graphics used to monitor usage, often together with cookies.

5.4. Blockchain data. To execute deposits, withdrawals, and other on-chain operations, we process the wallet addresses and transaction details involved. Transactions recorded on public blockchains (such as Ethereum, TON, Solana, and TRON) are public, distributed, and immutable; we do not control them and cannot alter or erase them.

5.5. Data from other sources. We may receive information about you from third parties - for example, when you log in using third-party account credentials, we may receive information from that provider as described on its authorisation screen.

5.6. Card services. If you apply for a virtual card, we share your email address and phone number with the card provider and issuing bank so they can open your card account. Identity-verification (KYC) data required for the card is collected and processed by the card provider and issuing bank directly, under their own privacy policies.

6. How We Use Personal Data

We use personal data to:

- provide access to, and operate, the Platform;
- provide services under the Terms of Use, including wallets, investment products, prediction markets, virtual cards, and the referral programme;
- verify your phone number and email address by sending one-time confirmation codes;
- handle your orders and requests, including technical support;
- send you service and push notifications about your account, security, and transactions (you can disable push notifications in your device settings);
- perform anti-money-laundering, sanctions, and fraud screening, including screening of wallet addresses and transactions;
- meet tax, accounting, and other legal obligations;
- detect, investigate, and prevent activity that violates the Terms of Use or this Policy, or that is otherwise unlawful;

- personalise your experience, including displaying the Platform in your language;
- conduct surveys and market research where you choose to take part;
- carry out internal research and development to improve and secure the Platform;
- measure the effectiveness of our advertising, where you have given the required permission;
- send you marketing communications where permitted by law - you can opt out at any time by following the unsubscribe instructions in the message or by contacting support@fintch.one; and
- meet our internal and external audit and information-security obligations.

7. How We Disclose Personal Data

7.1. We treat personal data as confidential and disclose it only where there is a valid legal basis.

7.2. We may disclose personal data:

- with your consent or at your instruction;
- to companies under common control or ownership with us;
- to service providers who process data on our behalf for the purposes described in this Policy (see section 7.3);
- to the card provider and issuing bank, where you apply for a virtual card;
- for ordinary business purposes, such as processing transactions, maintaining accounts, and responding to court orders or legal investigations;
- in connection with a merger, acquisition, financing, or sale of assets, in which personal data may be transferred as a business asset; and
- where we reasonably believe it is necessary to protect the rights, property, or safety of the Company, our users, or third parties, or to address conduct inconsistent with the Terms of Use or applicable law.

7.3. Our service providers include the following categories:

- verification-code delivery providers (SMS, messaging, and email providers), which receive your phone number or email address in order to deliver one-time codes;
- push-notification providers, which receive device push tokens;
- mobile-attribution and advertising-measurement providers, which receive device and, with your permission, advertising identifiers;
- error-monitoring and diagnostics providers, which receive crash reports and related device information;
- cloud-infrastructure and hosting providers, which store and process Platform data on our behalf;
- blockchain node and data providers, which receive the wallet addresses and transaction data needed to read balances and broadcast transactions on supported networks;

- compliance-screening providers, which receive wallet addresses (and related transaction data) for anti-money-laundering and sanctions screening; and
- machine-translation providers, which process Platform content (not your personal data) to display it in your language.

7.4. We may share aggregated or de-identified information that cannot reasonably be used to identify you.

8. International Transfers

8.1. Your personal data may be transferred to, and processed in, countries other than the one in which you reside, including by staff or service providers operating outside your country.

8.2. Where we transfer personal data internationally, we take steps intended to keep it protected in accordance with this Policy and, where required by applicable law, use appropriate safeguards for the transfer.

8.3. Transmission of information over the internet is not completely secure. We are not responsible for the security of data you transmit over the internet, and any transmission is at your own risk.

9. Security

9.1. We take appropriate technical and organisational measures to protect personal data against unauthorised access, alteration, disclosure, or destruction, and we review and update these measures over time.

9.2. No system is completely secure, and the internet is not a secure means of transmitting information. We therefore cannot guarantee the security of personal data transmitted to or from us, and, to the extent permitted by law, we do not accept responsibility for unauthorised access to, or loss or alteration of, such data during transmission.

10. Retention and Account Deletion

10.1. We retain personal data for as long as necessary to provide the Platform, to fulfil the purposes described in this Policy, and to comply with our legal obligations and resolve disputes.

10.2. We aim not to keep the personal data described in section 5.2 for longer than necessary to provide access to the Platform or to respond to your request.

10.3. You can delete your account at any time through the settings in the mobile application or by contacting support@fintch.one. After deletion, your account is deactivated and we retain personal data only to the extent and for the period required to comply with legal obligations (for example, record-keeping and anti-money-laundering requirements), to resolve disputes, and to enforce our agreements. Data recorded on public blockchains cannot be deleted (see section 5.4).

11. Your Rights

11.1. We are committed to helping you exercise your rights over your personal data and will review each request promptly and free of charge.

11.2. EU/EEA users. If you are in the EU/EEA, you have the following rights under the GDPR, and we extend them as described here:

- withdraw consent at any time;
- access your personal data and obtain a copy, together with information about how it is processed;
- rectification of inaccurate or incomplete personal data;
- erasure ("right to be forgotten") where the law requires it - for example, where the data is no longer necessary, where you withdraw consent and there is no other legal ground, where you successfully object, or where the data was unlawfully processed;
- restriction of processing in the circumstances the law provides;
- data portability - to receive certain personal data in a structured, commonly used, machine-readable format and to transmit it to another controller;
- object to processing on grounds relating to your particular situation, including to direct marketing at any time;
- be informed about how your personal data is collected and used (which this Policy provides); and
- lodge a complaint with a supervisory authority.

11.3. Users outside the EU/EEA may have rights under their local laws.

11.4. To exercise any of these rights, email support@fintch.one.

12. Children's Privacy

The Platform is intended only for persons aged 18 or over (or the higher age of majority in their jurisdiction). We do not knowingly collect personal data from anyone below this age. If we learn that we have collected personal data from such a person, we will delete it. We encourage parents to instruct their children never to share personal information online.

13. Changes to This Policy

13.1. We may update this Policy from time to time. We will post the updated Policy on the Platform and update the "Last updated" date, and we encourage you to review it periodically.

13.2. Your continued use of the Platform after changes take effect constitutes acceptance of the updated Policy.

13.3. This Policy may be translated into other languages. If there is any discrepancy between the English version and a translation, the English version prevails.

14. Contact

We welcome your questions and suggestions about this Policy. Please contact us at support@fintch.one.