67 PRIVACY POLICY

Version dated 16 September 2026

IMPORTANT NOTICE

This Privacy Policy explains how personal data is collected, used, disclosed, transferred, retained and protected when you use 67 and the related Services. It should be read together with the 67 Services Terms & Conditions.

1. GENERAL PROVISIONS

1.1. This Privacy Policy (the "Policy") describes how personal data relating to users ("User", "you", "your") is processed when you access or use the "67" product and the related services (the "Services"), principally through the 67 Mini-App embedded within Telegram and any website, support page or other electronic interface designated for access to the Services (collectively, the "Access Interfaces").

1.2. Unless expressly stated otherwise for a particular Service, UANT GLOBAL CORP., a corporation (Sociedad Anónima) incorporated under the laws of the Republic of Panama and registered with the Public Registry of Panama under Mercantile Folio No. 155787412 (the "Company", "we", "us", "our"), acts as the controller of personal data processed for the purposes described in this Policy.

1.3. Certain Services are provided with the involvement of Affiliates and independent third-party partners, including card issuers, wallet or custodial infrastructure providers, payment providers, KYC/AML providers, exchange providers and other service providers ("Partners"). Depending on the relevant processing activity and Applicable Law, a Partner may act as an independent controller, joint controller or processor. Where a Partner acts as an independent controller, its own privacy notice or policy applies to its processing.

1.4. This Policy forms an integral part of the 67 Services Terms & Conditions (the "Terms"). Capitalised terms not defined in this Policy have the meanings given to them in the Terms.

2. LEGAL BASES FOR PROCESSING

2.1. We process personal data only where a lawful basis is available under Applicable Law. Depending on the relevant processing activity, such bases may include:

- performance of a contract or taking steps at your request before entering into a contract, including registration, onboarding and provision of the Services;
- compliance with legal or regulatory obligations, including applicable AML/CTF, sanctions, fraud-prevention, tax, accounting, record-keeping and lawful authority requirements;
- our legitimate interests or those of relevant third parties, where permitted by Applicable Law, including security, fraud prevention, risk management, protection of the Services, enforcement of the Terms, service improvement and establishment, exercise or defence of legal claims;
- your consent, where consent is required or otherwise relied upon, including for certain marketing communications or optional technologies; and
- other legal bases available under Applicable Law where relevant to a particular processing activity.

2.2. Where processing is based on consent, you may withdraw that consent at any time. Withdrawal does not affect the lawfulness of processing carried out before withdrawal and does not affect processing based on another lawful basis.

3. CATEGORIES OF PERSONAL DATA

3.1. Depending on the Services you use and the requirements applicable to you, we may process the following categories of personal data to the extent necessary and proportionate:

- identity and profile data, such as name, date of birth, nationality or citizenship, country of residence and other profile information;
- contact data, such as email address, telephone number and other contact details;

- identity verification data, including identity-document information, photographs, verification results and, where required and lawfully processed, biometric or liveness-verification data;
- compliance data, including KYC/KYB information, sanctions and PEP screening results, source-of-funds or source-of-wealth information, risk indicators and information required for AML/CTF or fraud-prevention purposes;
- Telegram and account-related data made available through the Telegram environment or provided by you, such as Telegram user identifiers, username, language settings and information necessary to connect your Telegram session with your 67 Account;
- transaction and financial activity data, including wallet addresses, blockchain transaction identifiers, Card-related records, funding and withdrawal records, Swap Transaction information, fees, balances and transaction history;
- referral and rewards data, including referral links or codes, invited-user attribution, qualifying activity and rewards accrued, adjusted or credited;
- technical and security data, such as IP address, device and browser information, operating system, logs, session identifiers, authentication events, security events and diagnostic information;
- communications and support data, including messages, requests, complaints and other communications with the Service support team; and
- usage and interaction data relating to the Access Interfaces, features used, actions taken and service-performance information.

3.2. We may receive personal data directly from you, automatically through your use of the Access Interfaces, from Telegram to the extent permitted by the Telegram environment and your settings, from Partners involved in providing the Services, from public or blockchain sources, and from lawful compliance, verification, fraud-prevention or sanctions-screening sources.

4. PURPOSES OF PROCESSING

4.1. We may process personal data for the following purposes:

- creating, maintaining, securing and administering your Account;
- registration, onboarding, identity verification and eligibility assessment;
- providing and operating the Services, including supported Wallet, Card, Swap, fiat-integration, referral, rewards and other functionality;
- processing, displaying, reconciling and recording transactions and balances;
- communicating with you and providing customer support, service notices and transaction-related information;
- complying with AML/CTF, sanctions, fraud-prevention, legal, regulatory and lawful authority requirements;
- detecting, preventing and investigating fraud, abuse, unauthorised access, security incidents, prohibited activity and breaches of the Terms;
- managing legal, financial, operational, security and compliance risks;
- fulfilling contractual and operational requirements relating to Partners involved in providing a Service;
- administering referral, cashback, bonus, promotional and other incentive programs;
- maintaining, troubleshooting, testing, analysing, developing and improving the Services and Access Interfaces;
- establishing, exercising or defending legal rights and claims; and
- sending marketing communications where permitted by Applicable Law and, where required, with your consent.

5. TELEGRAM AND OTHER THIRD-PARTY PLATFORMS

5.1. 67 is principally accessed through a Mini-App operating within Telegram. Telegram is an independent third-party platform and is not controlled by the Company.

5.2. Your use of Telegram, including Telegram's processing of your personal data, is governed by Telegram's own terms and privacy documentation. This Policy applies to processing carried out by or on behalf of the Company in connection with 67 and does not govern processing independently carried out by Telegram.

5.3. Data made available to 67 through Telegram is processed only to the extent necessary for the relevant purposes described in this Policy and as permitted by Applicable Law and the applicable technical environment.

6. DISCLOSURE AND SHARING OF PERSONAL DATA

6.1. We may disclose or make personal data available, to the extent necessary for the relevant purpose, to:

- Affiliates involved in operating or supporting 67 and the Services;
- card issuers, card processors, payment schemes and other Card-related Partners;
- wallet, blockchain infrastructure and, where applicable, custodial service providers;
- fiat payment, on-ramp, off-ramp and local payment-method providers, including providers supporting local payment rails where available;
- Swap Service Providers, liquidity or exchange infrastructure providers where relevant to a Swap Transaction;
- KYC/AML, sanctions-screening, antifraud, identity-verification and risk-management providers;
- cloud hosting, IT, cybersecurity, analytics, communications, customer-support and other technical service providers;
- professional advisers, auditors, insurers and counterparties where reasonably necessary;
- competent courts, regulators, law-enforcement bodies, tax authorities and other governmental or public authorities where disclosure is required or permitted by law; and
- a purchaser, successor or relevant counterparty in connection with an actual or proposed merger, reorganisation, financing, acquisition, sale of business or assets, subject to appropriate safeguards.

6.2. We do not sell personal data to advertisers. Personal data is not disclosed to third parties for their own direct marketing except where you have separately consented or where another lawful basis expressly permits such disclosure.

6.3. Where a service provider processes personal data on our behalf, we seek to impose appropriate confidentiality, security and data-protection obligations consistent with Applicable Law.

7. CROSS-BORDER DATA TRANSFERS

7.1. Due to the international nature of 67 and the Services, personal data may be processed in countries other than your country of residence, including countries in which the Company, its Affiliates, Partners or service providers operate.

7.2. Where Applicable Law requires safeguards for an international transfer, we take appropriate measures designed to ensure a lawful transfer and an appropriate level of protection. Such measures may include adequacy mechanisms, approved contractual safeguards, standard contractual clauses or other transfer mechanisms recognised under Applicable Law.

7.3. You may contact the Service support team for further information about safeguards applicable to relevant international transfers, subject to legal, security and confidentiality restrictions.

8. DATA RETENTION

8.1. We retain personal data for no longer than reasonably necessary for the purposes for which it was collected or otherwise processed, including to provide the Services, comply with legal and regulatory obligations, resolve disputes, enforce agreements and establish, exercise or defend legal claims.

8.2. Retention periods may vary depending on the category of data, the relevant Service, the nature of the relationship, legal or regulatory requirements and applicable limitation periods.

8.3. Certain identity, transaction, compliance and AML/CTF records may be retained after closure of an Account where retention is required or permitted by Applicable Law.

8.4. When personal data is no longer required, it will be deleted, anonymised or otherwise handled in accordance with Applicable Law and our applicable retention procedures.

9. DATA SECURITY

9.1. We implement reasonable and appropriate technical and organisational measures designed to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, unauthorised access and other unlawful processing.

9.2. No electronic system, network or method of storage or transmission can be guaranteed to be completely secure. You are responsible for maintaining the security of your device, Telegram account, authentication credentials and other access mechanisms in accordance with the Terms.

9.3. Where required by Applicable Law, we will take appropriate steps in response to a personal-data breach, including notifications to competent authorities and affected individuals where legally required.

10. YOUR DATA PROTECTION RIGHTS

10.1. Subject to Applicable Law and any applicable conditions, limitations or exemptions, you may have the right to:

- request access to personal data concerning you and information about its processing;
- request correction of inaccurate or incomplete personal data;
- request deletion of personal data in circumstances where a right to deletion applies;
- request restriction of processing;
- object to certain processing, including processing based on legitimate interests and, at any time, direct marketing;
- receive certain personal data in a structured, commonly used and machine-readable format and request its transmission where the right to data portability applies;
- withdraw consent at any time where processing is based on consent;
- request information about certain international-transfer safeguards where applicable; and
- lodge a complaint with a competent data protection authority.

10.2. The availability and scope of these rights depend on Applicable Law and the circumstances of the processing.

10.3. Requests may be submitted through the Service support channels available in the 67 Mini-App or other Access Interfaces. We may request information reasonably necessary to verify your identity and protect your Account and personal data before acting on a request.

10.4. Exercising a data-protection right does not require payment unless Applicable Law permits a reasonable fee, for example where a request is manifestly unfounded or excessive.

11. AUTOMATED PROCESSING, FRAUD AND RISK CONTROLS

11.1. We and relevant Partners may use automated tools, rules, screening systems and risk indicators to support identity verification, fraud prevention, sanctions screening, security, eligibility and risk-management processes.

11.2. Where Applicable Law grants rights in relation to a decision based solely on automated processing that produces legal or similarly significant effects, those rights will apply in accordance with Applicable Law. Where required, information about such processing and available review mechanisms will be provided through the relevant Service, Partner documentation or support channel.

12. MARKETING COMMUNICATIONS

12.1. Service, security, compliance and transaction-related communications necessary for the operation of the Services are not marketing communications and may be sent where permitted or required by Applicable Law.

12.2. Marketing or promotional communications are sent only where permitted by Applicable Law and, where required, with your consent.

12.3. You may opt out of marketing communications at any time using an unsubscribe mechanism made available in the relevant communication or through the available support channels. Opting out of marketing does not prevent us from sending non-marketing communications necessary for the Services.

13. COOKIES, LOCAL STORAGE AND SIMILAR TECHNOLOGIES

13.1. The Access Interfaces may use cookies, local storage, software development kits and similar technologies where technically applicable to operate the Services, maintain sessions, provide security, remember settings, perform analytics and improve functionality.

13.2. Where Applicable Law requires consent for non-essential technologies, such technologies will be used subject to the required consent mechanism. You may be able to manage relevant preferences through the applicable Access Interface, browser, device or platform settings.

13.3. Some functionality within Telegram may rely on technologies controlled by Telegram and is subject to Telegram's own settings and privacy documentation.

14. CHILDREN

14.1. The Services are not intended for persons who do not meet the minimum age and eligibility requirements set out in the Terms. We do not knowingly seek to collect personal data from persons who are not eligible to use the Services.

14.2. If we become aware that personal data has been provided by a person who is not eligible to use the Services, we may take reasonable steps to restrict the Account and delete or otherwise handle the data in accordance with Applicable Law and applicable retention obligations.

15. CHANGES TO THIS POLICY

15.1. We may update this Policy from time to time to reflect changes in the Services, processing activities, Partners, technology, legal requirements or our data-protection practices.

15.2. The current version of this Policy will be made available through the Access Interfaces. Where required by Applicable Law, we will provide additional notice of material changes before they take effect.

15.3. The version date shown at the beginning of this Policy identifies the current version.

16. CONTACT DETAILS

16.1. For questions concerning this Policy, the processing of personal data or the exercise of data-protection rights, you may contact the Service support team through the support channels available in the 67 Mini-App or other Access Interfaces.

16.2. Where Applicable Law requires the Company to provide additional privacy contact details, a representative or a data protection officer for a particular jurisdiction or Service, the relevant details will be made available through the Access Interfaces or otherwise communicated to affected Users.