

## PRIVACY POLICY AND GENERAL TERMS & CONDITIONS

### INFORMATION NOTICE ON THE PROCESSING OF PERSONAL DATA

Luxochain Dashboard, Luxo App, Wallet, Luxo.io and related services provided by Luxochain SA

#### WHAT IS THIS ABOUT?

When you access the registration page of the [Luxochain Dashboard](#), the Luxo App, the Virgo Wallet, the Luxochain.io or Luxo.io website and enter your data, Luxochain SA collects and processes information relating to you (so-called "personal data"). The purpose of this page is to inform you about the personal data collected, the processing activities carried out, the purposes pursued, the recipients of the data and any possible transfer abroad.

Given that you have access to a wide range of services, you will find below information that applies to all services, as well as specific sections with details on individual services.

Read everything carefully and, if you have any questions, write to us ([info@luxochain.io](mailto:info@luxochain.io)) or call us (+41 91 923 33 44). We wish you a productive and informed use of the services offered by Luxochain SA.

#### WHO WE ARE

Luxochain SA, headquartered at Via Gerso 1, 6900 Lugano, CH, determines the purposes and means of the processing of your personal data.

To communicate any information, please use the following contact details:

(i) postal address: Via Gerso 1, 6900 Lugano, CH, Tel.: +41 91 923 33 44,  
e-mail: [info@luxochain.io](mailto:info@luxochain.io)

Luxochain SA limits itself to collecting and using the personal data necessary to manage its platform in an efficient and secure manner.

We do not profile you, we do not monitor your behavior, we do not sell your personal data to third parties, and we do not allow third parties to offer you personalized advertising.

To expand and improve our services, we only analyze the use of services in an aggregated way, ensuring the anonymity of the users involved.

In addition, we carry out the processing required by law.

Where necessary, we prioritize explicit consent as the legal basis for processing and strive to carry out all processing "in-house".

Only in exceptional cases, when we lack the necessary technology or expertise internally, the processing is outsourced to carefully selected external providers who have undertaken strict obligations regarding data protection.

Finally, personal data is processed in Switzerland. Only in exceptional cases is processing carried out abroad, specifically within member states of the European Union. This can only occur in countries with legislation that adequately protects personal data according to the guidelines provided by the Federal Data Protection and Information Commissioner.

#### ARE YOU A NATURAL PERSON RESIDING IN THE EUROPEAN UNION? PLEASE ALSO READ THIS SECTION

Welcome from abroad, thank you very much!

As you probably know, Switzerland is not a member state of the European Union (EU), and therefore EU law does not directly apply. Nonetheless, Article 3(2) of the General Data Protection Regulation (EU) 679/2016 (hereinafter "[GDPR](#)") specifies that the GDPR applies to subjects established outside the EU in the following cases: (i) offering of goods or services to individuals in the EU, or (ii) the monitoring of individuals' behaviour within the EU.

states that the GDPR applies to entities established outside the EU if data processing relates to:

- (i) the offering of goods or services to individuals in the EU, or
- (ii) the monitoring of individuals' behaviour within the EU.

Luxochain SA does not direct its activities toward the EU, nor does it monitor the behaviour of individuals located within the EU. Therefore, the GDPR does not apply. Don't worry: Swiss law provides adequate protection of your personal data, as confirmed by the European Commission on 26 July 2000.

If the GDPR were to apply, this document shall be considered as information pursuant to Articles 13 and 14. In addition to benefiting from all protections under the GDPR, you may exercise the rights provided under Articles 15, 16, 17, 18, 19, 20, 21, and 22 GDPR by contacting Luxochain SA. You have the right, at any time and within the limits and conditions set forth by the GDPR, to request access to your personal data, rectification or deletion of such data, restriction of processing, or to object to the processing of your personal data, as well as the right to data portability.

If the processing is based on Article 6(1)(a) or Article 9(2)(a) GDPR, you have the right to withdraw your consent at any time.

You also have the right to lodge a complaint with the competent supervisory authority. In case of a data portability request, Luxochain SA will provide you with your personal data in a structured, commonly used and machine-readable format, subject to paragraphs 3 and 4 of Article 20 GDPR. Without prejudice to any other administrative or judicial remedy, if you consider that the processing of your personal data infringes the GDPR, you have the right to lodge a complaint with the relevant data protection supervisory authority (Switzerland: [IFPD](#) | [UE](#): list of national authorities).

Under no circumstances shall references to the GDPR be interpreted as voluntary submission to such legislation, or to the oversight and/or decision-making power of any foreign authority (in relation to Switzerland).

## ARE YOU UNDER 18 YEARS OF AGE? PLEASE ALSO READ THIS SECTION

Processing based on your consent is lawful only if you are at least 16 years old.

If you are under 16, consent must be given or authorised by your parents (or legal guardians).

Although we make reasonable efforts, in view of available technologies, to verify that parental consent is present and valid where required, you are responsible for declaring your correct age and for refraining from giving consent without the involvement of your parents.

## GENERAL INFORMATION (APPLICABLE TO ALL SERVICES)

**Applicable Law.** In providing its services, Luxochain SA operates a business activity not derived from sovereign authority. Therefore, the processing of personal data is governed by the Swiss Federal Data Protection Act (LPD, RS 235.1).

**Consultation Obligation.** This privacy notice may change over time, as data processing evolves based on the services offered. Since updates are published only online, it is your responsibility to check this page each time you use the services to stay informed.

**What other rules apply to the services?** This document is the privacy notice regarding the processing of personal data. Contractual clauses, prices, and other applicable conditions related to the services can be viewed on the platform.

**What is "personal data"?** Any information relating to an identified or identifiable natural person, such as name, surname, email, phone number, IP address, personal interests, purchases made, websites visited, location and movement data, etc.

**What is "sensitive personal data"?** These are particularly sensitive personal data, including:  
(i) data related to religious, philosophical, political, or trade union views or activities; health; intimate sphere; or racial or ethnic origin;  
(ii) genetic data;

- (iii) biometric data that uniquely identifies a person;
- (iv) data concerning administrative or criminal prosecutions and sanctions;
- (vi) data concerning social assistance measures.

**Help us protect you: it's your responsibility.** Using the Internet and email carries risks. Protect your devices and manage your passwords properly.

**Follow security experts' recommendations.** Only send by email information you'd be willing to make public. Remember that only you are responsible for activities performed through your devices, accounts, app, and cards. Due to the open nature of the Internet, we cannot guarantee your data will not be intercepted or accessed by unauthorized third parties.

**Authorization to use email.** By providing us your email address unless you explicitly instruct otherwise you authorize us to send you the requested documents and information, including any personal or confidential data, via non-certified and unencrypted email, assuming the associated risks.

**Data Retention Period.** Once the purposes for which the data were collected are fulfilled, we destroy or anonymize your data. Any legal data retention obligations remain reserved. You may request detailed information regarding the data retention policy for a specific processing activity by contacting our IT department or by writing to [info@luxochain.io](mailto:info@luxochain.io).

**Legal Basis for Data Processing.** The processing of personal data is lawful if based on the data subject's consent, an overriding public or private interest, or the law. An overriding private interest exists, in particular, when the processing is necessary to provide goods and/or services requested by the user. Where required by law such as for analytical, marketing, or advertising activities involving user profiling, automated decision-making, or processing of sensitive personal data Luxochain SA will present a consent request together with this notice via electronic channels (online or by email) or analog channels (postal mail or signed authorization forms on-site).

**External Service Providers with Access to Personal Data.** At times, it is necessary to involve external service providers to deliver services in the best possible way. These providers access data only to the extent strictly necessary for their duties and only after signing a confidentiality and non-use agreement. We use only providers established in Switzerland or in European countries that adequately protect personal data. Your data are stored in Switzerland or in EU member states.

**Without prejudice to legal disclosures, data may be shared with the following categories of recipients:**

- (a) third parties providing services related to the management of IT and telecommunications systems required to operate the platform. This includes services for the issuance of Digital Certificates in various forms such as Digital Twins or Digital Passports containing unique information about products purchased, Event or Course Participation Certificates (POAP: Proof of Protocol Attendance), ticket bookings, payment integrations, marketplace purchases, smart contract registration, user experience analysis and optimization, hosting and cloud services, payment processing, email, and newsletter management services;
- (b) parties providing legal, accounting, administrative, tax, or auditing services.

## IF YOU USE OUR WEBSITE, PLEASE ALSO READ THIS SECTION

**Showcase of Offered Services.** When you visit our website to learn more about our services, personal data processing can be summarized as follows:

- **Data Collected:** IP address; technical and analytical-statistical cookies; browser features (name, language, installed plug-ins); pages visited; time spent on site; referring page (e.g.,

Google search, previous website); approximate location based on IP address (generally corresponding to your internet access provider's location); unique identifier of the mobile device used.

- **Purposes:**
  - (i) Enable website browsing;
  - (ii) Perform analytics and statistics to optimize security, usability, service and content quality, and to introduce new services and content.
- **Recipients:** Luxochain SA and its service providers.
- **Transfers Abroad:** issuance of DPPs, various services.

**When making purchases via the website or app,** you must complete the form and make the required payment. The personal data processing can be summarized as follows:

- **Data Collected:** data entered into the online form and during the payment process (currently: first name, last name, billing address, email, phone number, and payment method details).
- **Purposes:**
  - (i) Booking, purchase, and payment;
  - (ii) Cost calculation;
  - (iii) Sending purchase confirmation email;
  - (iv) Internal administration, accounting, and organization.
- **Recipients:** Luxochain SA and its service providers.
- **Transfers Abroad:** Switzerland and/or European Union.
- **Attention:** Online payments are handled independently by an external payment service provider; when accessing such platforms, please read their specific privacy notice regarding personal data processing.

## IF YOU SUBSCRIBE TO OUR NEWSLETTER, READ THIS SECTION

The newsletter is a free and optional service made available to all interested users. To receive it, you must subscribe by providing your email address and specifying your areas of interest, if any. You may unsubscribe from the mailing list at any time with immediate effect by clicking the dedicated link included at the bottom of each email.

The newsletter does not track you or profile you based on the content or links you interact with. However, we carry out statistical analysis in aggregated form (ensuring your anonymity) to assess general interest in the content and events offered.

Your email address is not shared with unrelated third parties. For technical reasons, we may delegate the newsletter service to an external provider, who must be based in Switzerland or in a European state that provides adequate data protection as indicated by the Swiss Federal Data Protection Commissioner.

## IF YOU USE OUR WEBAPP OR MOBILE APP, READ THIS SECTION

**Introduction.** You may use the Luxo Mobile App for free to explore the marketplace and view the main functions related to creating a DPP, booking and/or purchasing services, and creating your Collectibles, certifying your goods and services. The App does not geolocate you, track your movements, monitor you, or profile you. The App uses cookies.

**Event browsing.** When using the App to browse events, personal data processing can be summarized as follows:

- **Data collected:** IP and MAC address of the mobile device; technical and analytic-statistical cookies; unique identifier of the mobile device; data entered via the App form and during

the payment process (currently: first name, last name, billing address, email, phone number, and payment method data).

- **Purposes:** (i) enabling use of the App; (ii) performing statistical analysis on App usage to optimize security, usability, and the quality of services and content, and to introduce new services and content.
- **Recipients:** Luxochain SA and its service providers.
- **Data transfers abroad:** Switzerland and/or the European Union.

**Booking and purchasing tickets and services.** When booking or purchasing tickets or services, or creating your certificate through the App, you must fill out the online form (which will be partially pre-filled in future uses) and proceed with the required payment through Luxo. Personal data processing can be summarized as follows:

- **Data collected:** data entered in the App form and during the payment process (currently: first name, last name, billing address, email, phone number, and payment method data).
- **Purposes:** (i) booking, purchasing, and paying for services; (ii) cost calculation; (iii) sending purchase confirmation emails; (iv) administration, accounting, and internal organization.
- **Recipients:** Luxochain SA and its service providers.
- **Data transfers abroad:** Switzerland and/or the European Union.
- **Note:** Online payments are handled independently by an external payment service provider. When accessing the payment platform, please read their privacy policy regarding personal data processing.

## WE USE YOUR PERSONAL DATA FOR DIRECT MARKETING PURPOSES: READ THIS SECTION

Yes, but only after receiving your explicit consent, unless you have already used our services and we are offering similar services or promotions. In any case, we do not share your data with third parties, do not analyze your online behavior, and do not cross-reference your data with external sources to provide personalized offers. Personal data processing can be summarized as follows:

- **Data collected:** first name / last name; phone number; home address; email; information about purchased products and/or services; preference sectors selected during newsletter subscription; cookies.
- **Purposes:** direct marketing, both manual and automated, through (i) sending promotional and informative materials, surveys, events, and initiatives concerning previously purchased products and/or services or based on user preferences; (ii) conducting analysis and statistics to improve the usability and quality of services and content, and to introduce new services and content (especially via the newsletter and cookies; see relevant sections).
- **Communication methods:** SMS, phone calls with an operator, postal mail, and email.
- **Recipients:** Luxochain SA; Google as provider of analytical-statistical cookies limited to the use of the site and the App; Newsletter Manager, limited to relevant data.
- **Data transfers abroad:** Switzerland and/or the European Union.

## WE USE "COOKIES" TO PROVIDE YOU WITH THE BEST POSSIBLE USER EXPERIENCE: READ THIS SECTION

**What are cookies?** Cookies are text files stored on your system by websites or servers when you browse the web or use apps. Thanks to cookies, such websites or servers can recognize your browser during navigation or upon return. Cookies help improve your online experience, for example, by remembering your preferences over time or avoiding the need to log in on each page change. Cookies can also be used to monitor and track your online behavior for the purpose of offering personalized advertisements.

**Types of cookies.** Cookies are divided into various types. When the entity placing the cookie on your system coincides with the visited website, it is called a “first-party” cookie. Otherwise, it is a “third-party” cookie. “Session” cookies are automatically deleted when you close your browser, while “persistent” cookies remain stored until their expiration date. “Technical” cookies allow for website navigation and the provision of services requested by the user. “Analytical-statistical” cookies are treated as technical cookies when used directly by the website to collect information, in aggregated form, on the number of users and how they interact with the website or app. “Profiling” cookies are third-party cookies used to profile you based on your online behavior to display personalized advertisements.

**Which cookies does the platform use?** The platform mainly uses first-party technical cookies to customize the platform configuration, maintain active navigation, manage electronic transactions, ensure security, and for system administration purposes. It also implements a third-party analytical-statistical cookie (Google Analytics) to analyze platform usage and traffic flow, aiming to optimize product and service offerings and improve website and app usability. The Google analytical-statistical cookie is managed in a “masked” mode, meaning that the last octet of your IP address (IPv4), or the last 80 bits of the address (IPv6), is set to “zero”. The masking of your IP address occurs as soon as the data is received by the Analytics collection network, before any storage or processing occurs.

**List of active cookies, purposes, and duration.** The platform uses the following cookies:

**a) First-party cookies:**

- **Name:** DPPs Luxo  
**Type:** Technical  
**Purpose:** User session creation  
**Duration:** 120 minutes  
**Required for site use:** YES, CSRF-TOKEN generation
- **Name:** XSRF-TOKEN  
**Type:** Technical  
**Purpose:** Cross-site request forgery protection  
**Duration:** 120 minutes  
**Required for site use:** YES, for security (one-click attack protection)
- **Name:** Mint NFTs Luxo  
**Type:** Technical  
**Purpose:** Store previous cookie consent, improve site usability  
**Duration:** 1 year  
**Required for site use:** NO
- **Name:** localeinfo  
**Type:** Technical  
**Purpose:** Store user data for auto-filling reservation form, improve site usability  
**Duration:** 1 year  
**Required for site use:** NO
- **Name:** localeInfo  
**Type:** Technical  
**Purpose:** Country, language, currency management  
**Duration:** 1 day  
**Required for site use:** YES
- **Name:** .AspNet.ApplicationCookie  
**Type:** Technical  
**Purpose:** ASP.Net platform technical cookie  
**Duration:** 14 days  
**Required for site use:** YES
- **Name:** .AspNet.TwoFactorRememberBrowser  
**Type:** Technical  
**Purpose:** ASP.Net platform technical cookie

**Duration:** 14 days

**Required for site use:** YES

- **Name:** CookieAlarm  
**Type:** Technical  
**Purpose:** Cookie alert pop-up management  
**Duration:** 1 day  
**Required for site use:** YES
- **Name:** PopulateCheckoutModelAddresses  
**Type:** Technical  
**Purpose:** Display user address in cart view  
**Duration:** 1 day  
**Required for site use:** YES
- **Name:** SL\_GWPT\_Show\_Hide\_tmp  
**Type:** Technical  
**Purpose:** ASP.Net platform technical cookie  
**Duration:** Session  
**Required for site use:** YES
- **Name:** SL\_wptGlobTipTmp  
**Type:** Technical  
**Purpose:** ASP.Net platform technical cookie  
**Duration:** Session  
**Required for site use:** YES
- **Name:** \_RequestVerificationToken  
**Type:** Technical  
**Purpose:** Associate user to cart  
**Duration:** Session  
**Required for site use:** YES
- **Name:** ai  
**Type:** Technical  
**Purpose:** Identify user linked to cart  
**Duration:** 3 days  
**Required for site use:** YES
- **Name:** userSessionId  
**Type:** Technical  
**Purpose:** Identify user linked to cart  
**Duration:** 1 day  
**Required for site use:** YES

#### b) Third-party:

- **Name:** Google Analytics (GA)  
**Type:** Analytical-statistical  
**Purpose:** User identification across sessions for analytical purposes; track and analyze website usage; compile reports and share (in masked form, see above) with other services developed by Google  
**Duration:** 1 year  
**Required for site use:** NO

See Google's Privacy Policy: [[link](#)]

#### **Disabling or deleting cookies, technical consequences.**

The platform provides a cookie management plug-in on the website homepage, allowing you to freely choose which cookies to authorize or reject. You may deny consent to non-essential cookies (especially the Google analytical-statistical cookie) while keeping technical cookies active.

You can also configure your browser to alert you when cookies are received or to block cookies (generally, by type, or by source site). General blocking of cookies, since it includes technical ones,

may cause serious limitations in using the platform (especially the website). You may manually delete cookies from your browser's memory or configure it to automatically delete cookies upon closing (recommended).

By default, browsers generally accept cookies. Instructions for disabling or deleting cookies can be found on your browser developer's website: [Microsoft Internet Explorer and Edge](#); [Google Chrome](#); [Apple Safari](#); [Mozilla Firefox](#); [Opera](#).

#### **Other ways to reduce online tracking (you can use them together):**

- Enable the [DoNotTrack](#) option on your browser (if available)
- Use your browser's "private" or "incognito" mode (if available), which prevents cookies from being stored after browsing
- Install browser "privacy plug-ins" such as, [uBlock Origin](#), [Privacy Badger](#) or [Ghostery](#);
- Exercise your right to opt out of specific behavioral advertising schemes (e.g., [DAA Consumer Opt-Out Page](#); [NAI Consumer Opt-Out Page](#)).

As for the App, you may exercise your right to reject one or more cookies through the App's privacy settings. By default, technical cookies and Google's analytical-statistical cookie are enabled, as their processing is based on Luxochain SA's overriding private interest.

#### **WE INTEGRATE CERTAIN FEATURES OFFERED BY "SOCIAL MEDIA": READ THIS SECTION**

##### **What are social media "plug-ins" and "widgets"?**

Social plug-ins are small optional software tools that connect websites to social media platforms to allow easy interaction with online content (e.g., "Like" or "Share" on Facebook). Social plug-ins include "widgets," which are graphic command elements embedded in specific sections of the website to enable access to the plug-in's functionalities. With a simple click on a widget, you can, for instance, share content on your preferred social media platform.

If the social plug-in is activated, your browser establishes a direct connection to the servers of the plug-in provider (e.g., Facebook). Consequently, certain personal data, such as your IP address and the pages you have visited, are transmitted to the social plug-in provider — even if you are not a registered user of the respective social media platform. If you are a registered user, the social media platform may associate the visited content with your personal profile. Information published on social media may be visible to your contacts or made public (in case of a public profile).

##### **What precautions have we implemented to protect your privacy?**

Where social plug-ins are exceptionally present, they are implemented with a "two-click" mechanism. The first click activates the plug-in and establishes the connection with the relevant social media platform. The second click activates the actual functionality of the widget (generally, content publication on your social profile).

##### **List of active social media plug-ins, provider, and data processing policy.**

The platform currently integrates the following social media plug-in:

- **Google Maps Widget (Google Inc.)**  
Google Maps is a map visualization service managed by Google Inc. that allows the site to embed such content within its pages.  
**Personal Data processed:** Cookies and Usage Data.  
See Google's Privacy Policy: [\[Link\]](#).

##### **How to manage social media plug-ins.**

If you wish to prevent social media platforms from collecting information about you while

using our platform, do not click on the widgets. Additionally, we recommend logging out of your social media accounts and deleting all browsing data from your browser before visiting our site. You may also block the plug-ins from activating by installing small software extensions on your browser (recommended), such as, [NoScript](#) or [Ghostery](#).

## WHAT HAPPENS IF YOU LEAVE OUR DIGITAL PLATFORM? READ THIS SECTION

We do not have any control over the processing of personal data carried out independently by third parties (with respect to Luxochain SA). Therefore, we neither verify nor assume any responsibility in this regard.

It is your responsibility to inquire about how such third parties process your data before purchasing goods or services, visiting websites, or using applications or devices.

For example, you leave the digital platform of Luxochain SA when:

- a) you write us an email or connect to the Internet;
- b) you visit web pages outside the domain <https://bees.luxochain.io/dashboard/>;
- c) you purchase goods and services;
- d) you make online payments with credit cards or similar methods;
- e) you use applications other than the Luxo App.

## WHAT ARE YOUR RIGHTS UNDER DATA PROTECTION LAWS?

### Your Rights.

As provided by law, we recognize the following rights in particular (this is not an exhaustive list — please consult your local Data Protection Officer for full details):

- the right to obtain the rectification of inaccurate or outdated personal data;
- the right to be informed in writing and free of charge if personal data concerning you is being processed;
- the right to withdraw previously given consent to the processing of personal data;
- the right to prevent the disclosure to third parties of particularly sensitive personal data;
- the right to express your opinion on an automated individual decision or request its review by a natural person;
- the right to receive your personal data or request its transmission to third parties;
- the right to request that the processing of personal data be blocked, that its communication to third parties be prevented, or that the data be rectified or deleted;
- the right to request that a specific processing or communication of personal data be prohibited, or that the data be deleted or destroyed;
- if the accuracy or inaccuracy of personal data cannot be proven, the right to request that a note be added indicating the contested nature of the data;
- the right to request that any rectification, deletion, blocking (especially from third-party disclosure), annotation of contested data, or judicial decision be communicated to third parties or published;
- the right to establish the illegality of a specific personal data processing activity.

### How to Exercise Your Rights.

To exercise your rights, you must submit a written, justified request by regular mail or email, including all required supporting documentation and proof of your identity. It is our duty to rigorously verify that access requests originate from legitimate data subjects and not from unauthorized third parties.

### Response Time.

We will process your request without undue delay and, unless there are exceptional circumstances, within 30 days from receipt of a complete request containing all information necessary for assessment.

## STILL HAVE QUESTIONS? CONTACT LUXOCHAIN'S DATA PROTECTION OFFICER!

To promote transparency and trust with users, we have appointed a designated data protection officer whose role is to provide guidance on the applicable data framework, conduct regular audits, respond to information requests, and handle the exercise of user rights.

You can contact the appointed data protection officer by regular mail at the following address:

**Luxochain SA, via Gerso 1, 6900 Lugano.**

Alternatively, you may send an email to the following address: [info@luxochain.io](mailto:info@luxochain.io)

(We will forward your request to the designated officer, who will handle it as promptly as possible).

**Don't hesitate — we're here to help!**

### Legend

#### **Luxo App:**

Mobile application (iOS and Android).

#### **General personal data:**

We process general personal data about you, e.g., your name and contact details.

#### **No profiling:**

We do not analyze your behavior, nor do we infer your interests or preferences.

#### **No data sharing:**

We process general personal data about you, e.g., your name and contact details.

#### **No data sales:**

We do not sell your personal data.

#### **Global or regional processing scope:**

Do we process your personal data globally, only in Switzerland, or in Switzerland and Europe?

#### **America, Africa, Asia, and Oceania – Product Development:**

We use your personal data to develop and improve products and services.

#### **Data provided:**

We process the personal data you provide to us.

#### **Data collected:**

We process the personal data we collect about you.

#### **Financial data:**

We process your financial data.

#### **Additional purposes:**

We use your personal data for purposes unrelated to the main service provided.

#### **Marketing:**

We use your personal data for marketing and advertising purposes.

## Special Data Processing

### No automated decision-making:

We do not make critical decisions solely by automated means.

## TERMS AND CONDITIONS FOR EMISSION AND TITLE OF DPPs, POAPs & OTHER RELATING SERVICES DELIVERED BY LUXOCHAIN SA

### 1. Foreword

LUXOCHAIN S.A. is a Swiss company with registered address in Via Gerso n. 1, 6900 – Lugano, CHE 423.313.110, CH-501.3.021.252-4 (hereinafter “**Luxochain**”) and is providing IT services for emission, promotion, and distribution of Digital Services and Products, such as DPPs, POAPs relating its customers (hereinafter the “**Services**”).

Any customer declare, under its full and exclusive responsibility, to have all the rights, authorization and licenses to promote or place on the market the product or service for which the use of the Luxochain dashboard, or any other service, has been commissioned, concerning the creation of a digital certificate, such as Digital Product Passport (DPP), Digital Twin, Certificate of Participation in Training or Event (POAP), or any other type of product and/or service requested relating to the services offered by Luxochain SA

Luxochain, in order to better promote the Services required from Customers, intends to emit, promote and distribute, to the people effectively bought the product or attending the Event a Digital Representation of information required from customers, such as issuing a DPP representing main information of product (hereinafter the “**DPP**”), or a “POAP representing a proof of attendance of the Event (hereinafter the “**POAP**”), or similar, these examples of services are illustrative and not exhaustive.

Luxochain has been authorized from its customer to emit, promote and distribute the Service provided on its end customers and/or to the Attendees.

Nothing in this terms and conditions (hereinafter also “**T&C**”) shall be considered as a sale, emission, distribution of non-fungible tokens, or any other crypto activity, including any kind of tokens as also defined by the EU Regulation no. 2023/1114 dated may 31<sup>st</sup>, 2023 on market in crypto activity (hereinafter “**MICAR**”).

The services provided are **issued and distributed for free exclusively** by Luxochain under the aforesaid license in accordance with these T&C, and **nothing in this T&C shall be construed as a license, sale or distribution of any right relating the image, brand or services of its end customers.**

Assignment of a DPP or a POAP does not imply in any way license of any intellectual property right of Luxochain and its customers, which shall stay on the respective owners. Any use by the end customers or attendees of any intellectual property right relating the aforesaid subjects is strictly prohibited, and the purpose of the use is strictly limited to the scope described in these T&C.

### 2. Purpose of DPPs, POAPs, Unique Digital Certificates, register on a blockchain, issued by Luxochain

A Digital Product Passport (DPP) is a digital record containing comprehensive information about a product's lifecycle, including its origin, materials, environmental impact, and disposal instructions. It's designed to enhance transparency, promote circularity, and support sustainable business practices, especially within the European Union. Essentially, it's a digital twin of a physical product, accessible through electronic means like QR codes or RFID tags.

POAP or Proof of Attendance Protocol refers to non-fungible tokens that prove a person has attended a certain event.

Basically, these are badges that are supported by a cryptographic record and are sent to a person's wallet as a unique copy of a product purchased by the user (DPP), or a reward for participating in certain activities (POAP or similar).

DPP and/or POAP are minted via smart contracts on the Ethereum sidechain Luxochain (or other sidechains that may be chosen for use by the technology provider, such as Polygon or BNB or other Chain), over the ERC-721 or ERC-1155 protocol. Each DPP/POAP is represented as a token (Digital Twin/Badge) that has a unique serial number. So, when a person attends the event, this

creates an attendance record with a timestamp recorded via a smart contract. DPP/POAP are required to be minted under a DPP/POAP smart contract address.

DPP/POAP shall not be considered a reward in any case, but as a digital copy containing information about the purchased product, provided after the purchase of a product, or attending any event, but only a proof of attendance where required by the Attendee, under the Redeem Procedure described here below.

### 3. Procedure for assignment DPP and/or POAP or similar.

DPP/POAPs shall be assigned for free by Luxochain only to the End Customers (DPP) or Attendees (POAP).

DPP/POAP's will be assigned for free, only to the end-customers and/or attendees which effectively bought a product or attend to an event, and which will follow the procedure for assignment as described by Luxochain in the website and or into the Luxochain Dashboard (example: <https://bees.luxochain.io/dashboard/>, or subdomain, such as similar: <https://bees.luxochain.io/newDash/...> (customer name/description), and/or described in this T&C in paragraph 4 below (the "**Redeem Procedure**").

### 4. Redeem Procedure

The distribution starts through scanning a QR code/NFC Tag. Luxochain or the Brand/Industry/Event organizer (which could be also any other third party), can encourage End-Customer/Attendees to download the DPP/POAP wallet and scan the QR code to get the DPP/POAP. The QR code will be made available inside the Product bought and/or the location of the Event/Course.

The end-customer, through the mobile camera available in its smart phone, shall frame the QR code/NFC Tag, related the DPP/POAP and will be redirected to the dedicated website:

<https://bees.luxochain.io/dashboard/> or subdomain, such as similar:

[https://bees.luxochain.io/newDash/\(customer name/description\)](https://bees.luxochain.io/newDash/(customer name/description)), (the "**Dedicated Webpage**") or to the related dedicated web-app (the "**Dedicated Web-App**").

The Dedicated Webpage and the Dedicated Web-App are managed by Luxochain in relation to the Customer company. Luxochain is the owner of the Dedicated Website and of the Dedicated Web-App.

The End-Customer, once landed in the Dedicated Webpage and/or in the Dedicated Web-App shall insert his personal data (basically his e-mail (unique data necessary to redeem, name, surname) and accept the DPP/POAP T&C and the related privacy policy, creating an account. Then the end customer shall push "*next*" and shall be redirected to the DPP/POAP redeem phase.

"The user's approval of these T&Cs and the insertion of their credentials and email (unique data to which the user is assigned), automatically generates the creation of a personal account within the Luxochain dashboard. Through this account, the user can consult at any time their unique digital certificate, linked to the purchased product/service. The DPP/POAP or digital twin, registered on the blockchain, is then associated with the owner via wallet or unique identifier, with full probative value in case of verification need."

The end customer may opt to:

- a) Immediately redeem the DPP/POAP storing it in the available Luxochain crypto wallet.
- b) Create his own crypto wallet where receive and store the DPP/POAP. IMPORTANT: after creating the crypto wallet, the end customer will have the opportunity to store his private key in a secure location and redeem the DPP/POAP in a further moment.

Private keys are part of the Public Key Cryptography (PKC), a type of encryption system that uses a pair of keys —private and public keys— to secure DPP/POAP into his personal wallet.

It is a randomly generated long string of numbers and letters (secret key) that secures a blockchain address. It is stored in a crypto wallet and the wallet acts as an interface to interact with a blockchain address. The private key is the proof of ownership of crypto assets that allows its holder to make transactions on the blockchain.

This is why the end customer-attendee should never share his private keys with anyone. Anybody with end-customer or attendees private keys can access his wallet and control his crypto assets

(and the DPP/POAP), including transferring them out of the wallet, when it's allowed by T&C provided by Brand/Industry or any Luxochain Customer.

Furthermore, private keys should be stored in a secure location because if the end-customer loses them, he loses his digital assets contained in his digital wallet.

Luxochain shall not have any liability on the private key related to the DPP/POAP, and the end-customer is invited to get autonomously more information on how to use, to store and to manage a private key. In this respect, Luxochain shall not provide any information on how to obtain, manage, store a private key or any other information on how to manage, transfer, store the DPP/POAP, save for what provided in DPP/POAP T&C.

Once the Redeem Procedure above is completed, the end customer/attendee can/may receive an email confirming the completion of the procedure (this choice will be agreed with product/event/training issuer).

#### **4. Important Information Regarding the DPPs/POAPs**

4.1 DPPs and POAPs ARE NOT A GIFT, PRIZE OR WIN. DPP/POAP SHALL NOT BE CONSIDERED A REWARD FOR BUYING A PRODUCT OR ATTENDING AN EVENT BUT ONLY A PROOF OF PURCHASING, INCLUDING DIGITAL INFORMATION ON PRODUCT BOUGHT (DPP), OR ATTENDANCE OF AN EVENT/COURSE (POAP), WHERE REQUIRED BY THE END CUSTOMERS/ATTENDEES. THEREFORE, LAWS AND REGULATION ON CONTEST (INCLUDING ITALIAN PRESIDENTIAL DECREE NO. 430/2001) ARE NOT BE APPLICABLE. ANY TICKETS RELATED TO THE PRODUCT OR TO ANY EVENT ARE NOT SOLD IN CONJUNCTION WITH DPP/POAP'S.

4.2 DPP/POAP's are not security token, e-money token, or asset referenced token as also described in MICAR, and have the purpose limited to what described in paragraph 2 above.

4.3 DPP/POAP's **cannot be considered in any way a financial product or a security**. Luxochain clearly inform the End Customer and/or Attendee, in this document, that the DPP/POAP has not any intrinsic value nor any market value. There is no promise of a reward or of any economic gain.

4.4 The technology underlying the DPPs/POAPs is currently under development and testing.

Therefore, Luxochain does not assume any responsibility for any technical issues regarding DPPs/POAPs, save case of gross negligence exclusively due to Luxochain.

4.5 The assignment of the DPP/POAP does not imply, in any way, transfer or license of the intellectual property rights relating to any image, brand or name of Luxochain, of any Luxochain Customer (Brand/Industry, etc.), or related to anything eventually digitally reproduced in the DPP/POAP (hereinafter "**Intellectual Property**") which therefore remains the exclusive property of its legitimate owners.

4.6. The assignment of the DPP/POAP does not imply any right of use of the end customer or attendee, for commercial or non-commercial purposes, of the name, image, logo and any creative element related to the Intellectual Property. The owner of the digital contents related to the DPP/POAP, therefore, does not automatically transfer any rights of such digital contents, and may reserve in the future other forms of exploitation. Therefore, the work contained in the DPP/POAP may continue to circulate digitally.

4.7 Products sold by Luxochain customers, or ticket for accessing to any event are not sold by Luxochain. DPP/POAP does not give to the End Customer and/or Attendee any right in any case (ex. to access the Event or any other event). Example: If the product goes out of production or is banned from sale from Brand/Industry, or any Event is cancelled, the DPP/POAP cannot be redeemed. The cancellation may occur for any reason and Luxochain assumes no responsibility for any cancellation of events or services by third parties. Luxochain invites the End Customer and/or Attendees to read terms and conditions of sale related to the Product purchased, and/or the tickets for accessing to any Event.

4.8 End Customer and/or Attendee shall have the availability of a Luxochain crypto digital wallet ("**Luxochain Wallet**") into which the DPP/POAP purchased through the Dedicated Web Page or Dedicated Web-App can be assigned. End Customer and/or Attendee shall have also the possibility to use its own crypto digital wallet provided by third party ("**Third Party Wallet**"). Luxochain shall have no liability with respect to such Luxochain and Third-Party Wallets and shall not have access to any private key thereof, save case of gross negligence exclusive due to Luxochain.

4.9 Luxochain does not provide any IT service, including support services and technical or computer assistance. Any possible technical assistance and support, aimed at a better management of the Redeem Process, will be provided case by case by Luxochain on the basis of its availability, without implying any form of compulsory technical assistance for Luxochain.

## **5. Limitation of liability**

5.1 Luxochain shall have no liability arising out of or relating to these DPP/POAP T&C for: (1) indirect, special, incidental, or consequential losses (foreseeable or contemplated by End Customer and/or Attendees); (2) emerging damages; or (3) lost profits resulting from loss of revenue, profits or data.

5.2 In no way any Luxochain Customer, can be considered as the issuer or promoter of the DPP/POAP or of any crypto activity, and will therefore have no responsibility in this regard.

5.3 Luxochain reserves the right to limit, at any time, the quantity and/or type of DPP/POAPs available for assignment. The style, models and colors of the DPP/POAPs may vary in quality, number, features and color. Luxochain is not responsible towards the End Customers and/or Attendee in case of unavailability of DPPs/POAPs.

5.4 Luxochain is in no responsible for any errors resulting from the failure of the End Customer's/Attendee's connection to the Dedicated Webpage or Dedicated Web-App or failure of the Dedicated Webpage or Web-App to function and/or technical criticalities related to the transactions necessary to assign the DPP/POAP and the transfer of their ownership (including gas fees, third party platform fees, clogging of the referenced blockchain network, etc.), since they depend on facts entirely beyond the control of Luxochain.

## **6. Applicable law and jurisdiction**

6.1 These DPP/POAP T&C are governed by Swiss Laws.

6.2. Disputes arising from the interpretation, validity and/or execution of these DPP/POAP T&C will be devolved to the exclusive jurisdiction of the Court of Lugano (Switzerland).

Alternatively, the any customer may choose to access the platform for the out-of-court settlement of disputes provided by the European Commission, which can be found at <http://ec.europa.eu/odr>.

Effective Date: 07<sup>th</sup> July, 2025

## **GENERAL TERMS AND CONDITIONS OF CONTRACT FOR TRANSACTIONS CARRIED OUT VIA THE "LUXO" PLATFORM AND "LUXOCHAIN DASHBOARD"**

### **GENERAL TERMS AND CONDITIONS OF CONTRACT**

These General Terms and Conditions of Contract (hereinafter, the "GTC") apply to all products and/or services offered through the "Luxo" platform operated by Luxochain SA (hereinafter, the "Platform"). By booking, creating a DPP/POAP or NFT, Smart Contract, and/or purchasing a product or service particularly ticketing, Marketplace, and DPP/POAP or NFT the user fully accepts these General Terms and Conditions.

Use of the Platform and related resources is subject to terms of use, while personal data processing is governed by the privacy policy (Privacy and Cookie Policy). Both documents, along with these GTC, are available at the bottom of each page of the website. These documents form an integral part of this contractual relationship.

1. By reserving or purchasing one or more tickets for an Event (an option available exclusively in Switzerland), and any related products and/or services such as certified DPP creation for users or customized contracts for the creation of certified NFTs, certificate purchases or others from the Luxo marketplace via the Platform, a contract is concluded

between the supplier of the Product or Event — or any other related product and/or service and the user, based on these GTC.

2. Special contractual terms and conditions may apply to individual Services or Goods, which are binding for the user and indicated in the respective descriptive sheets. These special conditions are hereby fully integrated.
3. The identity of the supplier of the product and/or service purchased by the user as the user's contractual partner in relation to the purchased service is indicated in the event sheet, DPP or NFT creation page, or any other service offered on the platform.
4. Unless otherwise indicated, Luxochain SA only manages the Platform and assumes no responsibility for the fulfilment of the contract between the user and the supplier of any service or product offered, including events or other related services.
5. The contract is concluded upon completion of the corresponding online transaction. The transaction is immediately confirmed via email based on the data provided by the user. If the order confirmation is not received, please contact [info@luxochain.io](mailto:info@luxochain.io).
6. The electronic order confirmation available on the user's device is the only document proving the right to the acquired services. The user is solely responsible for storing the order confirmation. Replacement of lost confirmations is excluded.
7. The order confirmation includes the main transaction details. Access to the Product and/or Event is granted only to the person(s) whose name(s) appear on the confirmation. The right of access is non-transferable. For each order, the user receives only one access document (even for multiple people), so all involved must access together.
8. If the user completes a transaction for multiple people, they must immediately inform them of the terms and conditions for attending the event. The user assumes full responsibility, according to Art. 111 of the Swiss Code of Obligations (hereinafter, "CO"), for those individuals' compliance with the contract and applicable law.
9. The user agrees to provide complete, up-to-date, and accurate data during the online reservation process. Failure to do so will invalidate the transaction and may result in exclusion from the event at any time. Refunds or compensation are excluded.
10. For Event tickets (available only in Switzerland), the reproduction, disclosure, or transfer of order confirmations (or related rights) is prohibited. The Event organizer may deny access in the presence of printed, reproduced, copied, or counterfeit confirmations. However, the organizer is not obliged to verify whether the person presenting the confirmation is the rightful holder or to check the authenticity of the document.
11. In case of failure to access the venue for any reason including late arrival the right to the service automatically lapses. No substitute service or refund will be granted.
12. Prices are listed in EUR or CHF, or alternatively in USD, on the online purchase and payment portal. Prices include VAT but exclude credit card payment fees, which are borne by Luxochain SA.
13. Tickets are strictly personal and cannot be transferred, resold, refunded, replaced, or exchanged. In the case of event rescheduling, the user is entitled only to a replacement ticket for the new date. In the case of permanent cancellation, only the ticket cost will be refunded.
14. By completing the transaction through the Platform, the user acknowledges and accepts the provisions related to Events regarding safety, COVID-19 protection plans, access, and other applicable rules. Violations of these provisions will result in forfeiture of the right to attend without any entitlement to a refund or compensation.
15. In the case of multi-person orders, the holder of the order must be able to promptly contact all individuals involved in the group transaction by phone or email.
16. Every participant must be able to identify themselves with a valid identification document at all times, otherwise they may be denied access.
17. Luxochain SA and/or the supplier of products and/or services purchased through the Platform are not liable for any interruption, suspension, cancellation, modification, or delay due to events or actions beyond their control or attributable to auxiliaries. Liability is limited, within the bounds of applicable mandatory law, to direct damages and cases of willful misconduct or gross negligence. Liability for slight negligence and for indirect or consequential damages is expressly excluded. Consequential damages include, but are not limited to, loss of profits, damage to reputation, and data loss due to temporary

unavailability or disruption of services, distribution channel interruptions, transmission errors, failed bookings or purchases, pricing errors, and order confirmation errors.

18. The risks arising from unauthorized use and/or loss of the order confirmation related to DPPs, POAPs, or Events purchased or reserved via the Platform are borne exclusively by the confirmation holder.
19. Luxochain SA accepts no responsibility in case of loss, anomalies, or technical issues that make it impossible to use the services offered through the Platform. No compensation or refund will be provided.
20. In all cases, within the limits of mandatory law, the liability of Luxochain SA and/or the supplier of the purchased or reserved products and services shall lapse upon refund or replacement of the acquired service.
21. Luxochain SA reserves the right to modify these GTC at any time. Changes will be made available directly on the platform and will become effective upon online publication.
22. The legal relationship between the user and Luxochain SA regarding access to and use of the Platform (and related resources), as well as the relationship with the supplier of the products and services (if a third party), is governed by substantive Swiss law, subject to applicable cantonal law, excluding private international law provisions.
23. The parties designate the competent court of the District of Lugano as the sole jurisdiction in the event of a dispute arising from or connected with the use of the Platform (and related resources), or participation in the Events, subject to mandatory legal provisions imposing a different forum. The right to bring action before the court of the user's domicile, branch, or registered office is reserved.

This document also includes the data protection and cookie management policy applicable within the Luxochain ecosystem (see section "PERSONAL DATA AND COOKIES PROTECTION").

## **GENERAL CONTRACTUAL TERMS**

### **Acceptance and modification of these general conditions**

By adhering to Luxochain's General Contractual Conditions (GTC), the user agrees to be bound by the terms and conditions set forth in this document in the version valid at the time of each use. It is the user's responsibility to carefully verify the applicable contractual terms and conditions before using the platform, as Luxochain SA reserves the right to modify such terms and conditions at any time and with immediate effect by publishing the updated documentation online.

### **Platform Manager; Contact Details**

The Service is managed by Luxochain SA (CH).

All communications must be made in writing and will be deemed valid and effectively executed upon receipt if sent by regular mail, or at the moment of read receipt confirmation if sent by email.

Contacts:

- Luxochain SA (CH), Via Gerso 1, 6900 Lugano
- Email: [info@luxochain.io](mailto:info@luxochain.io)

### **Components, costs, and terms of participation**

The Luxo Platform is structured into multiple types of Services depending on the selected package. The various programs are available exclusively in fully digital form (Dashboard, App, or WebApp).

## **I. Limitations and restrictions regarding use of LUXO within the LUXO App**

It is possible to purchase in-app and use prepaid services via tokens called “LUXO” to independently carry out certificate creation operations within the Luxo App.

Use by individuals is subject to an annual (calendar year) limit of CHF 1,000. The App also provides for a maximum monthly cap on incoming and outgoing transactions (combined) of CHF 5,000.

For underage users, the legal guardian’s consent is required to activate the service. Such consent is deemed implicit; therefore, it is the minor’s responsibility to have obtained it.

“LUXO” tokens may be transferred between private users.

Once purchased in-app, “LUXO” tokens will be considered as used by the user and will no longer be refundable by the company.

**Important:** LUXO tokens received or purchased do not grant any right to conversion and/or reimbursement in Swiss legal tender or other currencies by the issuer or any third party. They do not entitle the user to any rights other than to be used as a means of payment within the App or with suppliers of goods and/or services who choose to join the Luxo Marketplace, solely for the specific goods and/or services designated by the individual supplier and only during the supplier’s participation period. In the event of the App or related services being discontinued, LUXO tokens will automatically expire without any right to conversion or refund.

### **General rules of conduct and responsibility — Liability and security**

The user undertakes to diligently protect and keep confidential all security elements related to their programs (App, wallet, etc.) and mobile devices used (particularly username, password, temporary codes, correspondence with Luxochain SA).

Passwords must meet the following security requirements: minimum 8 characters, maximum 32 characters, and at least one uppercase letter. It is the user’s responsibility, for security purposes, to regularly change their access password (recommended frequency: every three months).

The App also allows the activation of biometric recognition (facial or fingerprint identification — depending on the device used — combined with a 4-digit PIN code). By enabling this option, the user acknowledges the inherent risks associated with using this simplified method.

The user acknowledges and agrees that any activity carried out using their credentials will be attributable to them, both towards Luxochain SA and any third party. The user fully assumes any contractual obligation, as well as any expense or damage resulting from the misuse of such data (including the theft of “LUXO” tokens by unauthorized users), holding Luxochain SA harmless from any liability or harm.

Luxochain SA is expressly exempted from any responsibility and/or general duty to monitor user activity. For clarity, this exemption does not eliminate monitoring obligations related to anti-money laundering laws (AML).

Luxochain SA adopts all reasonable and appropriate measures based on the circumstances and technological advancements to ensure the integrity, availability, and confidentiality of the information accessible or received by users. However, communication between the user and Luxochain SA via the internet (as an open public network) occurs at the user’s own risk, who declares themselves fully aware of the associated risks. Luxochain SA accepts no responsibility for any direct or indirect violations related to the confidentiality and/or integrity of information that occurs outside of its own IT network.

The user also acknowledges that Luxochain SA does not guarantee the continuous and uninterrupted availability of the service, nor the presence of a minimum number of suppliers of goods and/or services. Access may be suspended at any time and without prior notice, particularly — but not exclusively — due to technical failures, maintenance operations (ordinary

and/or extraordinary), or force majeure events (e.g., blackouts, strikes, natural disasters, etc.). In this regard, the user waives, unconditionally and in advance, any claims related to unavailability or limited access, especially for compensation purposes.

### **Disclaimer of liability for goods and/or services provided by third-party suppliers**

It is clarified that Luxochain SA merely offers users the ability to create digital services, either independently or through third-party providers, within a network of independent brands. Since goods and services are provided by third parties under separate agreements, Luxochain SA is not liable for the quality, completeness, or timeliness of the contractual service provided to the user by the third-party supplier.

### **General Disclaimer in Favor of Luxochain SA**

Neither Luxochain SA nor any other client present on Luxochain platforms shall be held liable for any damage, direct or indirect loss of profit, direct, indirect, consequential, punitive, or incidental damage, including the loss and/or theft of tokens / LUXO, loss of data, harm to reputation, personal injury, or property damage related to or arising from digital services connected to Luxochain.

Luxochain SA provides the digital services “as is” and without any warranty. Luxochain SA does not guarantee or assert that the services (including the App and the digital wallet therein) are accurate, reliable, uninterrupted, or error-free, that any defects will be corrected, or that the digital services are free from viruses or other harmful components. The user assumes full responsibility for the use of the services.

### **Third-party services**

Luxochain SA and all clients/suppliers present within applications or services provided by Luxochain accept no liability for any losses or damages (including the loss and/or theft of tokens / LUXO) arising from or related to third-party services.

### **Events beyond reasonable control**

Luxochain SA and clients/suppliers accept no responsibility for any events beyond the reasonable control of Luxochain SA.

### **General Code of Conduct**

The user agrees to use Luxochain’s Services (and related resources such as email, telephone, web pages, social media profiles, etc.) in a proper manner and with respect for third-party rights. In particular, the user undertakes to:

- Hold and use LUXO in their own name and on their own behalf;
- Not transmit illegal, harassing, offensive, discriminatory, threatening, harmful, vulgar, or otherwise inappropriate content;
- Not use Luxochain services (and related resources) or the information contained therein to engage in illegal, fraudulent acts or actions that infringe upon third-party rights, including copyright and personal rights;
- Share personal data only with the prior and informed consent of the data subjects;
- Provide accurate and up-to-date information and data;
- Ensure that the IT devices used are secure (e.g., with antivirus and firewall software) and free from malicious components (such as malware, viruses, trojans, etc.);
- Not interfere or attempt to interfere with Luxochain’s operations or hinder the use of services by other users.

## Payment Methods and Security via App

Online payments made in relation to the acquisition of services (in particular, the purchase of "LUXO" tokens by digital wallet holders) are processed via third-party e-payment platforms. Payments may be made through various methods such as PayPal or credit cards (MasterCard and Visa); however, available payment methods may change at any time. Luxochain SA assumes no responsibility in this regard, as payment is processed through a separate platform managed by third parties.

The terms of use and privacy policies can be consulted on the website of the service provider.

## Creation, Modification, or Deactivation of a Service

Luxochain SA reserves the right to activate, modify, suspend, or terminate services and features at any time and without prior notice.

## User Account Deletion

The user may delete their account at any time. This will immediately block access to the services and result in the permanent loss of all acquired or accumulated "LUXO" tokens.

Account deletion does not prevent the user from registering again (however, once the account is deleted, previously owned LUXO tokens will be lost and cannot be recovered even if a new account is created).

## Account Suspension or Deactivation by Luxochain SA

Luxochain SA may suspend or deactivate an account, in particular in the following cases:

- a) Violation of conduct and security rules;
- b) Violation of these general conditions;
- c) Violation of applicable Swiss or foreign laws;
- d) Upon written request by authorities.

Luxochain SA reserves the right to suspend the account as a precautionary measure in the presence of reports and/or evidence of violations, during the entire investigation procedure.

In cases where the suspension or deactivation is related to foreseeable events, Luxochain SA will provide prior notice to the user specifying the reason and the date of suspension or revocation of the account.

In the event of suspension or deactivation, Luxochain SA assumes no liability, and the user waives any claims for any reason or circumstance.

## PERSONAL DATA PROTECTION AND COOKIES

### Applicable Legal Framework

In the course of managing its activities, Luxochain SA, as a privately held Swiss company, conducts economic activities not derived from sovereign authority.

Accordingly, the processing of users' personal data is primarily governed by the Swiss Federal Data Protection Act (LPD, RS 235.1).

## General Reference to Policies Related to the Luxo Platform

With regard to the processing of personal data (including cookies) carried out by Luxochain SA within the web platform — consisting of the Web App accessible at the [Dashboard](#) address (hereinafter, the "Dashboard") and the "Luxo" Mobile App (hereinafter, the "App"), available for

free reference is made into this documents, into the general session titled **“Privacy Policy and Cookie Policy – Information on the Processing of Personal Data”** and also published at the bottom of each page of the Site ( ([luxochain.io](https://luxochain.io) e [luxo.io](https://luxo.io)). This document is the same as the present and is considered fully reproduced and integrated herein.

With specific regard to the “Luxo Dashboard” and the “Luxo App”, the user will be presented for approval, prior to registration and/or installation with a specific privacy notice, which is the same as this document and considered fully reproduced and integrated herein.

### **Data Controller and Communications**

Luxochain SA (CH), Via Gerso 1, 6900 Lugano CH  
Email: [info@luxochain.io](mailto:info@luxochain.io)

### **Status of the Personal Data Processing Policy**

The user must carefully verify the current version of the legal notices (including this document and its references) before using Luxochain services, as these may be modified at any time. If the user does not agree to the terms, they must refrain from using the services.

### **Data Protection Officer**

Any communication relating to the protection of personal data may be addressed to the Data Protection Officer of Luxochain SA at:

**Via Gerso 1, 6900 Lugano, Switzerland**

or via email: [info@luxochain.io](mailto:info@luxochain.io)

### **Main Purposes of Personal Data Processing**

Data is processed only to the extent strictly necessary for the management and operation of the services offered, to activate the user’s account, identify the user (especially for anti-money laundering compliance when required by applicable law), provide the services requested by the user (such as receiving certificates related to purchased products or services, or token accounting and accumulation), and to communicate with the user to support them in the proper use of Luxochain services.

Aggregated or anonymized data may be used for statistical purposes, service quality evaluation, and technical optimization and usability improvements, based on Luxochain SA’s overriding legitimate interest.

Data processing required by law (e.g., for administrative, fiscal, or accounting reasons) is also reserved.

Upon request by the user (and until consent is withdrawn via the link at the bottom of each communication), the user may subscribe to the Luxochain newsletter and receive updates on new services, DPP releases, and communications from Luxochain SA or its partner brands. The newsletter does not track user behavior and does not register email openings or link clicks.

### **User Consent**

By agreeing to these General Terms and Conditions (GTC), the user authorizes (where required) the processing of their personal data by Luxochain SA in accordance with applicable law and for the purposes and methods stated or implied in this document (including referenced documents). Where legally required, Luxochain SA will obtain the user’s explicit consent via online or email communication.

## Data Retention Policy

Luxochain SA retains personal data only for as long as necessary based on the purpose for which the data was collected, or as long as a legal retention obligation or other lawful justification exists. Once the retention period ends, Luxochain SA will permanently and securely delete or anonymize the data.

More information on specific data retention policies may be requested in writing at [info@luxochain.io](mailto:info@luxochain.io)

## In-House Processing and Data Location

Luxochain SA manages and provides services directly (without outsourcing). All personal data is physically stored in Switzerland and/or EU member states.

## Monitoring and Profiling Activities

Luxochain SA does not monitor user behavior, does not profile users, and does not process personal data beyond what is strictly necessary to deliver the services or comply with anti-money laundering laws.

## Disclosure of Data to Third Parties and Automated Decisions

Personal data is not shared with third parties unless required by law. Exceptions include disclosures required by the Anti-Money Laundering Act (AMLA) and related regulatory authorities.

The services do not involve automated decision-making systems that affect the user's legal or factual position in any significant way.

## Disclaimer for Third-Party Data Processing (Including Providers of Goods and Services)

Luxochain SA has no control over and assumes no responsibility for the processing of personal data carried out by third-party providers of goods and/or services participating in the Luxochain ecosystem.

Users are strongly advised to request a copy of the privacy notice from such providers before purchasing goods and/or services.

## Applicable Law – User Rights

In the context of economic activities that are not derived from sovereign authority (e.g., private-sector service provision), the processing of personal data is governed by the **Swiss Federal Data Protection Act (LPD)**. User rights are detailed in Articles 5, 8, 12, 15, 34, and 35 of the [LPD](#).

Users have the right to be informed about all aspects of their data processing, to revoke consent, and to correct inaccurate or outdated data.

To exercise their rights, users must submit a written and reasoned request by regular or electronic mail, including relevant supporting documents and proof of identity.

Luxochain SA will respond to the request without undue delay, and in any case except under exceptional circumstances within 30 days of receipt of the complete request.

## ACCESS RULES TO THE PLATFORM AND LUXOCHAIN DASHBOARD

### INTRODUCTION

This document describes the use of the “Luxochain” dashboard and platform (hereinafter, the “Platform”), consisting of the Web APP available at <https://bees.luxochain.io/dashboard/> (hereinafter, the “Site” or “Dashboard”) and all related resources.

Sections A and B specify the ownership of the Platform, the contact information, and the mechanism for acceptance and revision of this document. The conditions for accessing and using the Platform and its features are described in Section C. Finally, Section D governs the applicable law for the legal relationship between the parties and establishes the competent court in case of disputes related to such relationship.

The privacy and cookies policy related to the Platform, including user information, is described in the previous pages of this document. That document is hereby fully reproduced and integrated herein.

If a contract with third-party providers of goods and/or services is entered into following the use of the Platform, the general and special contractual terms and conditions related to that legal relationship shall apply.

“User” refers to any natural or legal person using the Platform.

“Provider” refers to any entity, natural or legal, offering products and/or services through or via the Platform.

### A. PLATFORM OWNER AND COMMUNICATIONS

The Platform is owned by Luxochain SA, Via Gerso 1, 6900 Lugano (CH) (hereinafter, the “Owner”).

All communications must be made in writing and shall be deemed valid and effective upon receipt if sent by regular mail, or upon confirmation of reading if sent by email.

#### Contacts:

- **Luxochain SA**, Via Gerso 1, 6900 Lugano, CH
- **Tel.** +41 91 923 33 44
- **Email:** [info@luxochain.io](mailto:info@luxochain.io)

### B. ACCEPTANCE AND MODIFICATION OF TERMS AND CONDITIONS

By using the Platform, the user accepts the terms and conditions in effect at the time of access. The current version can be viewed by clicking the specific link at the bottom of the Site.

It is the user’s responsibility to carefully check the terms and conditions before accessing the Platform, as the Owner reserves the right to update this document at any time and at its sole discretion, especially based on changes in applicable law, functionalities, services, or products offered.

### C. CONDITIONS OF USE OF THE PLATFORM

#### *a) Purpose*

The Platform is intended for the creation and/or redemption of Digital Product Passports (DPPs) for goods, products, and services offered on behalf of the company or third parties, in the interest of the general public and end users.

#### *b) Disclaimer for Third-Party Providers*

Luxochain merely offers the possibility to create or redeem DPPs. Any other service is provided by a third-party supplier under a separate agreement between the user and that provider. Since these goods and services are provided by third parties based on separate agreements, even if chosen via the Platform, Luxochain SA assumes no responsibility for the quality, completeness, or timeliness of such services.

#### *c) Hyperlink Policy*

The Owner authorizes, while reserving the right to revoke at any time, direct hyperlinks to the Site's homepage or social media profiles, provided they do not harm the image of the Platform, the Owner, or its directors and officers.

Hyperlinks to internal pages, downloading, or full/partial embedding of the Platform's content into other websites or online/offline resources are **prohibited** and will be pursued through legal action, unless written authorization is obtained from the Owner.

#### *d) Platform Tools and Content – Portal for DPP Creation and Redemption*

All services are subject to special conditions and limitations provided by the DPP issuer and/or final customer. Without being exhaustive, note:

- For binding conditions related to access, creation, participation, and redemption of specific events or products, refer to the final customer's conditions, which the user acknowledges and accepts by using the Platform.

### **Intellectual Property**

The Owner holds full and exclusive intellectual property rights to all components of the Platform — including its graphics, databases, and content — as well as to legally protected designations, trademarks (whether registered or not). Any unauthorized use not supported by a legal or contractual license, unless in written form, is illegal and subject to legal action.

#### *e) Owner's Obligations and Liability Limitations*

### **Availability of the Platform**

The Platform and its resources are provided on a voluntary basis. This availability does not confer any right to the provision or continuity of services.

The Owner reserves the right to suspend, modify, or discontinue the Platform and its content at any time without notice.

### **Limitation of Liability**

The Owner is not liable for Platform malfunctions or unavailability caused by external events (e.g., internet outages, user device failures, cyber-attacks, blackouts, etc.) or during maintenance periods. In case of emergency, users may contact the Owner by phone or email.

#### f) Links to External Websites, Resources, and Online Services

The Platform integrates links to websites, resources, and online services that are external to its own domain, for example to acquire real-time data and display information (e.g., images, news, and videos).

The Owner has no control over such sites and resources, particularly in terms of security, the quality of the information received, and data protection.

Therefore, it declines all responsibility for any malfunctions, unavailability, damages, or losses arising from the use of and/or reliance on any content, goods and/or services originating from third-party sources or available on websites and resources external to the domain

[www.luxochain.io](http://www.luxochain.io) and the domain <https://bees.luxochain.io/dashboard/>.

#### g) General Conduct Rules on the Platform

Users agree to use the Platform and related resources lawfully, respecting the rights of the Owner and third parties. In particular, they agree to:

- Provide complete, updated, and truthful information when requested.
- Not use the Platform to perform unlawful, fraudulent, or harmful actions.
- Not upload or share misleading, illegal, offensive, discriminatory, threatening, harmful, or otherwise inappropriate content.
- Not upload or share content related to third parties without explicit consent.
- Not upload content that violates IP rights or personal data laws.
- Not distribute Platform content without written authorization.
- Not interfere with or obstruct Platform operation or other users' access.
- Ensure their devices are protected (e.g., antivirus, firewall) and free of harmful elements (e.g., malware, trojans).
- Only share personal data with prior, explicit consent from the individuals involved, after informing them properly.

Each user agrees to indemnify and hold harmless Luxochain SA and its staff from any damage or loss (economic or moral) resulting from unlawful or improper use of the Platform.

#### h) Exclusion of Users and/or Content

The Owner reserves the right, at its sole discretion, to partially or fully restrict access or remove any user or content from the Platform, especially when there are indications of non-compliance with this document.

### D. APPLICABLE LAW AND JURISDICTION

The legal relationship between the user and Luxochain SA regarding access and use of the Platform (and related resources) is governed by **Swiss material law**, subject to applicable cantonal law, excluding international private law.

The parties agree to submit any disputes related to Platform use to the exclusive jurisdiction of the **Court of the Lugano District**, unless mandatory legal provisions designate a different forum. Luxochain SA reserves the right to take legal action at the court of the user's domicile or registered office.

**Effective Date:** July 7, 2025