

ABEONA TOKENS SALE PRIVACY POLICY

Last updated: 17.05.2018

STATUS AND ACCEPTANCE OF PRIVACY POLICY

1. This Privacy Policy (hereinafter referred to as the “Policy”) sets forth the general rules of Participant’s Personal Data collection, processing, distribution, use and keeping by the ABEONA.
2. Throughout this Policy, ABEONA use the term “Personal Data” to describe information that can be associated with a specific person (the Participant) and can be used to identify that person (including the information about the Participant’s activities, such as information about Your use of the Website, time spent on Website, activities during visit of Website, when directly linked to personally identifiable information, including automatically collected). ABEONA does not consider Personal Data to include information that has been anonymized so that it does not identify a specific Participant.
3. This Policy is inalienable part of ABEONA General Terms & Conditions of ABEONA (ABN) Tokens Sale. In terms not regulated by this Policy, the ABEONA General Terms & Conditions of ABN Tokens Sale shall apply to the relationships that arise hereunder.
4. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in ABEONA General Terms & Conditions of ABN Tokens Sale.
5. It is understood and presumed that by the fact of the Website use and purchase of ABN Tokens or by providing ABEONA the Personal Data directly on its request, the Participant has fully read, understood and accepted this Policy. If any Participant does not agree with this Policy in general or any part of it, such Participant should withhold from using the Website and/or purchase of ABN Tokens.

COLLECTION, PROCESSING AND USE OF PERSONAL DATA

6. The purpose of personal data collection, storage and processing within the ABEONA project shall only be the identification of the ABEONA Token purchaser Participant of the ABN Tokens Sale.
7. ABEONA collect Personal Data from running the Website and use Personal Data, provided to ABEONA by You. When the Participant visit the Website or use our products, ABEONA collect the Personal Data sent to ABEONA by Your computer, mobile phone, or other access device. This Personal Data includes:
 - (1) Your IP address;
 - (2) Device information including, but not limited to, identifier, name, and type, operating system;
 - (3) Mobile network information;
 - (4) Standard web log information, such as Your browser type, and the pages You accessed on ABEONA Website. When the Participant use a location-enabled device with ABEONA Website and products, ABEONA may collect geographical location data or use various means to determine the location, such as sensor data from the Participant’s device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, ABEONA will not release Your personally identifying information of such kind to any third party without Your consent, except as set forth herein.
8. If the Participant want to purchase ABN Tokens, ABEONA collect and store the following types of Personal Data about You:
 - (1)Your name;

- (2) Your email;
- (3) Proof of address (utility bill, bank reference letter);
- (4) Proof of identity (passport, id card, driver license details).

9. In certain cases (when additional verification by bank or compliance authority is needed according to governmental rules, anti-money laundering or “know-your-customer” (KYC) policies) ABEONA may require You to provide additional information, and namely:

- (1) Date of birth;
- (2) Numbers that You may use or have registered with Your local tax authority;
- (3) Photographs of You;
- (4) Confirmation of proceeds sources;
- (5) Sworn statements.

The above-mentioned information and details shall be provided only upon special personal request to the Participant and specified in respective email or message on the Website.

10. ABEONA reserve right to request basic Personal Data, described in clause 9, prior to purchase of ABN Tokens and/or use of any services, available through the Website. ABEONA may refuse the Participant access to the Website in case if ABEONA have grounded doubts as to validity, authenticity and genuineness of the Personal Data, provided by the Participant.

11. If the Participant does not provide ABEONA with the Personal Data as specified in clauses 8, 9. hereof, the Participant may not be able to use the full functionality of the Website and purchase ABN Tokens and/or use the ABEONA Website. At that, ABEONA shall not bear any liability for such possible incomplete use.

12. When the Participant access the Website or use ABEONA products or services ABEONA (or Google Analytics or similar service provider on our behalf) may place small data files called cookies on the Participant’s computer or other device. ABEONA use these technologies to recognize You as our Token Sale Participant, customize ABEONA Website and advertising, measure promotional effectiveness and collect information about Your computer (as described in clause 7. hereof) or other access device to mitigate risk, help prevent fraud, and promote trust and safety. You may control the use of cookies within Your internet browsers’ settings. If you reject or delete certain cookies, be aware that the performance of the related features and functions of our Website and services may be impaired.

13. ABEONA collect from the Participants only the Personal Data that ABEONA need for their proper use of the Website or for purchase of ABEONA Tokens. In particular, ABEONA use the Participant’s Personal Data to:

- (1) Administer ABEONA Website;
- (2) Personalize ABEONA Website for You;
- (3) Send You technical notices, support and administrative messages;
- (4) Communicate with You about products, services, promotions, events and other news and information ABEONA think will be of interest to You;
- (5) Monitor and analyze trends, usage and activities in connection with ABEONA Website;
- (6) Provide third parties with statistical information about ABEONA Participants (but those third parties will not be able to identify any individual Participant from that information);
- (7) Detect, investigate and prevent fraudulent transactions and other illegal activities and protect the rights and property of the ABEONA and others;

(8) Link or combine Personal Data ABEONA collect from or about You; and
(9) Verify compliance with the terms and conditions governing the use of ABEONA Website.

14. The ABEONA is the only data controller and processor, except for the cases when there is an objective ABEONA need to control/process or store Personal Data at ABEONA's

counter-parties or agents. Should such counter-party or agent be engaged by the ABEONA, ABEONA shall notify You in advance.

15. You may access, review and edit Your Personal Data at any time by communicating ABEONA in writing.

16. ABEONA will not publish any Personal Data related to Your purchase of ABN Tokens without Your prior written consent.

PERSONAL DATA PROTECTION AND SHARING

17. ABEONA will do any and all efforts and actions prescribed by Applicable Law to store any of Your personal data in secrecy.

18. ABEONA store and process Your Personal Data on ABEONA servers in various jurisdictions, where our facilities and/or ABEONA service providers are located. By submitting Your Personal Data, You agree to this transfer, storing, or processing. ABEONA will take all steps reasonably necessary to ensure that Your Personal Data is treated securely and in accordance with this Policy. ABEONA protect Your Personal Data under internationally acknowledged standards, using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards ABEONA use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. ABEONA also authorize access to Personal Data only for those employees or contractors who require it to fulfill their job or service responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Third parties may be located in other countries where the laws on processing of Personal Data may be less stringent than in Your country. From time to time, the Personal Data may be also stored in other locations, and in such cases, ABEONA will ensure that the Personal Data will be stored and processed with the reasonable level of care and security.

19. ABEONA is sometimes required to compare the Personal Data You provide to third party databases in order to verify its accuracy and confirm Your identity. This allows ABEONA to comply with relevant anti-money laundering (AML) regulations and "know your customer" (KYC) regulations.

20. ABEONA will not share Your Personal Data with any third parties other than ABEONA respective identity verification partners. ABEONA reserve our right to share Your Personal Data with:

(1) ABEONA banking and brokerage partners;

(2) Companies that ABEONA plan to merge with or be acquired by (should such a combination occur, ABEONA will notify You and will require that the newly combined entity follow these terms with respect to Your Personal Data);

(3) 3rd party identification service providers for fraud prevention purposes;

(4) Law enforcement, government officials, or other third parties when ABEONA are compelled to do so by a subpoena, court order, or similar legal procedure; or ABEONA believe in good faith that the disclosure of Personal Data is necessary to prevent

physical harm or financial loss, to report suspected illegal activity or to investigate violations of any of ABEONA policies;

(5) ABEONA Personal Data processing counter-parties or agents, hired by or cooperating with us, who's services are required by us from the practical point of view;

(6) Other third parties only with Your prior consent or direction to do so.

21. ABEONA will not provide Your Personal Data to any other Website users or third parties other than described in clause 20 herein without Your consent or direction.

22. ABEONA will not sell or rent Your Personal Data to third parties.

23. ABEONA may combine Your Personal Data with information ABEONA collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising.

24. ABEONA may use Your name and email address to provide You with information about products or services that may be of interest to You, but ABEONA will not use Your Personal Data without complying with applicable laws and, where appropriate, obtaining your consent.

25. ABEONA Website may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which the Website is advertised). If You follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that ABEONA do not accept any responsibility or liability for these policies or for any Personal Data that may be collected through these websites or services, such as contact and location data. Please check these policies before You submit any personal data to these websites or use these services.

RETAIN INFORMATION

26. In accordance with Applicable Law and as needed to provide services to ABEONA Participants, ABEONA may hold Your Personal Data. This requirement is conditioned by the need of complying with legal obligations and resolving possible disputes. ABEONA may retain Your Personal Data for as long as You possess ABN Tokens and/or use the Website. Moreover, Your Personal Data may be hold beyond the above-mentioned period till it is indispensable for ABEONA to have relevant information to respond to any issues that may arise later.

SECURITY

27. ABEONA use relevant electronic and procedural safeguards to protect the privacy of the information the Participant provide to ABEONA from loss, misuse, disclosure, alteration and destruction. Please note that transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not one hundred percent secure. Please note that ABEONA are not liable for the security of any data Participants are transmitting over the Internet, or third party content.

CHANGE/UPDATE/DELETE PERSONAL DATA

28. You have a right to demand ABEONA to provide You access to Your Personal Data and to require the correction, updating or deletion of incorrect or/and inaccurate data by contacting ABEONA. Nevertheless, this request must comply with ABEONA General Terms & Conditions of ABN Tokens Sale and ABEONA legal obligations.

AMENDMENTS

29. ABEONA reserves the right to modify or amend this Policy at its own discretion. The changes can be viewed in the “Last Updated” field above. If such modifications or amendments will occur, ABEONA shall notify You via email. Your continued usage of the Website shall mean Your acceptance of those modifications or amendments.