



PRIVACY POLICY

Whaleden Partner Program

Operated by: Whaleden, Inc.

Token issuer: Braiden, LLC

partner.whaleden.com

Effective Date: February 16, 2026

1. INTRODUCTION

Whaleden, Inc. ("Company," "we," "us," or "our") respects your privacy and is committed to protecting your personal information.

This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you use the Whaleden Partner platform at partner.whaleden.com ("Platform").

By using the Platform, you consent to the data practices described in this Privacy Policy.

2. INFORMATION WE COLLECT

Information You Provide

- **Account Information:** Name, email, password, date of birth, nationality, phone number
- **KYC/AML Verification:** Government ID, selfie photos, proof of address, source of funds
- **Investment Information:** Wallet addresses, transaction details, investment amounts and tiers
- **Communications:** Emails, support messages, feedback

Automatically Collected Information

- **Usage Data:** IP address, browser type, device information, access times, pages viewed
- **Cookies:** Session cookies, analytics cookies, preference cookies
- **Blockchain Data:** Transaction hashes, wallet addresses, token balances (publicly visible)

Third-Party Information

Information from KYC/AML providers, blockchain explorers, analytics services, and referral partners.



3. HOW WE USE YOUR INFORMATION

We use your information to:

- **Operate the Platform:** Create accounts, process investments, verify identity, manage tokens
- **Communicate:** Send transaction confirmations, platform updates, support responses, marketing (with consent)
- **Comply with Law:** Meet legal and regulatory obligations, prevent fraud, enforce terms
- **Improve Services:** Analyze usage, develop new features, conduct research

Legal Bases (GDPR)

We process information based on: consent, contract fulfillment, legal obligation, and legitimate interests.

4. HOW WE SHARE YOUR INFORMATION

We may share your information with third parties in the following circumstances:

Service Providers

We may share information with trusted service providers who assist us, including but not limited to:

- KYC/AML verification services
- Cloud hosting and infrastructure providers
- Communication and email services
- Analytics and data providers
- Professional advisors

Legal Requirements

We may disclose information when required by law or when we believe disclosure is necessary to:

- Comply with legal obligations and regulatory requirements
- Respond to law enforcement, government requests, or legal process
- Protect our rights, property, or safety
- Enforce our terms and agreements

Business Transfers

Information may be transferred as part of any merger, acquisition, sale of assets, or similar transaction.



Blockchain Networks

Transaction data is published to public blockchain networks and is permanently visible to anyone.

Other Disclosures

We may share information:

- With your consent
- With affiliates and partners
- In aggregated or anonymized form that does not identify you
- As otherwise described in this Privacy Policy or at the time of collection

5. DATA RETENTION

We retain your information for as long as necessary to provide our services, comply with legal obligations, resolve disputes, and enforce our agreements.

Minimum Legal Requirements:

- **KYC/AML Information:** Retained for periods required by applicable law (typically 5-7 years after relationship ends)
- **Transaction Records:** Retained for periods required by tax and financial regulations

Other Information: Retention periods for other data types are determined based on business needs, legal requirements, and industry practices. We may retain information longer if required by law or for legitimate business purposes.

Blockchain Data: Data recorded on blockchain is permanent and cannot be deleted by us or anyone else.

We reserve the right to delete or anonymize information at our discretion, except where retention is required by law.

6. DATA SECURITY

We implement reasonable and appropriate security measures designed to protect your information from unauthorized access, disclosure, alteration, and destruction. These measures may include encryption, access controls, secure infrastructure, and employee training.

No Guarantee of Security: Despite our efforts, no security measures are perfect or impenetrable. We cannot guarantee the absolute security of your information. You use the Platform at your own risk.



Your Responsibility: You are responsible for maintaining the security of your account credentials, passwords, and wallet private keys. Notify us immediately of any unauthorized access to your account.

7. YOUR PRIVACY RIGHTS

Depending on your location, you may have certain rights regarding your personal information. These rights are subject to applicable law and certain limitations.

Potential Rights May Include:

- **Access:** Request information about data we hold
- **Correction:** Request correction of inaccurate information
- **Deletion:** Request deletion of information (subject to significant limitations)
- **Restriction:** Request limitation on processing
- **Portability:** Request data in portable format
- **Objection:** Object to certain processing
- **Withdraw Consent:** Withdraw consent where applicable

Important Limitations

Your rights are subject to numerous exceptions and limitations, including:

- Legal obligations to retain information
- Ongoing legal proceedings or investigations
- Fraud prevention and security purposes
- Enforcement of our terms and agreements
- Blockchain immutability (data cannot be deleted from blockchain)
- Technical limitations
- Rights of other individuals
- Our legitimate business interests

We will respond to requests in accordance with applicable law, but we reserve the right to deny requests that are unreasonable, excessive, or not required by law.

Exercising Your Rights

To make a request, email: privacy@whaleden.com

We may require verification of your identity and may request additional information. We will respond within the time period required by applicable law (typically 30-45 days), but reserve the right to extend this period where permitted by law.



8. INTERNATIONAL DATA TRANSFERS

We operate globally and may transfer, store, and process your information in countries outside your country of residence, including countries that may not provide the same level of data protection as your home country.

We may use various legal mechanisms for international transfers, which may include Standard Contractual Clauses, adequacy decisions, or other methods permitted by applicable law. However, we do not guarantee that all transfers will be subject to such mechanisms.

By using the Platform, you consent to the transfer of your information to any country where we operate or maintain facilities, and you acknowledge that different privacy protections may apply.

9. COOKIES AND TRACKING

We may use cookies, web beacons, and similar tracking technologies to collect information about your use of the Platform.

Types of Technologies

We may use various types of cookies and tracking technologies, including:

- Essential cookies for Platform functionality
- Functional cookies for preferences and features
- Analytics cookies for usage analysis
- Marketing cookies for personalized content
- Other tracking technologies as needed

Managing Cookies

You may be able to control cookies through your browser settings or our cookie preference center (if available). Note that disabling certain cookies may affect Platform functionality.

We reserve the right to use cookies and tracking technologies as we deem necessary for Platform operation, and certain cookies cannot be disabled.

10. CHILDREN'S PRIVACY

The Platform is not for anyone under 18. We do not knowingly collect information from children. If you believe a child has provided information to us, contact us at privacy@whaleden.com.



11. MARKETING COMMUNICATIONS

We may send you marketing and promotional communications if permitted by law. This may include communications based on your consent, our legitimate interests, or as permitted for existing customers.

You may opt out of marketing communications by following unsubscribe instructions in emails, updating your account preferences, or contacting us. However, opting out may not be immediate and you may continue to receive communications for a period of time.

Transactional Communications: You cannot opt out of certain transactional or service-related communications necessary for Platform operation (e.g., security alerts, legal notices, transaction confirmations).

12. THIRD-PARTY LINKS

The Platform may contain links to third-party websites. We are not responsible for their privacy practices. Review their privacy policies before providing information.

13. CHANGES TO PRIVACY POLICY

We will provide reasonable notice of material changes to this Privacy Policy via email or Platform notification. Minor or administrative changes may be made without individual notice. Changes are effective upon posting to the Platform.

We may, but are not obligated to, notify you of material changes via email or Platform notice. It is your responsibility to review this Privacy Policy periodically.

Your continued use of the Platform after any changes constitutes your acceptance of the updated Privacy Policy.

14. CONTACT US

For privacy questions or to exercise your rights:

Email: privacy@whaleden.com

Response Time: We aim to respond within timeframes required by applicable law.



15. DISCLAIMERS AND LIMITATIONS

No Warranties: This Privacy Policy and our privacy practices are provided "as is" without any warranties of any kind.

Limited Liability: To the maximum extent permitted by law, we are not liable for any unauthorized access, use, or disclosure of your information, except to the extent caused by our gross negligence or willful misconduct.

Third Parties: We are not responsible for the privacy practices of third-party service providers, websites, or blockchain networks.

Jurisdictional Variations: Privacy rights and our obligations vary by jurisdiction. This Privacy Policy describes general practices and may not reflect all rights available in your specific location.

16. SUPERVISORY AUTHORITY

If you are in the EU/EEA and believe we have violated your privacy rights, you may lodge a complaint with your local supervisory authority. We do not waive any available defenses to such complaints.

ACKNOWLEDGMENT

By using the Platform, you acknowledge that you have read and understood this Privacy Policy and agree to its terms.

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Whaleden, Inc.