

Privacy Policy

Last updated on [January 18, 2026]

This Privacy Policy ("Policy") for BR/VX ("Digital Interface", "we", "our", or "us") describes the basis on which we may process personal data we may collect from users, including any of its subdomains, pages, tools, APIs, applications, decentralized interface features and related Digital Interfaces, in accordance with applicable law.

BR/VX provides access to decentralized and non-custodial interface features. Certain optional features may require additional data processing.

For purposes of applicable data protection laws, the Company is the controller only with respect to personal data for which the Company determines the purposes and means of processing. The Company does not control public blockchain networks, non-custodial wallets, third-party wallet providers, decentralized protocols, validators, node operators, RPC providers or other independent third-party infrastructure.

For the purposes of this Policy, "you" and "your" refers to you as the user of the Digital Interface.

Read this Policy carefully so that you understand your rights in relation to your personal data and how we might collect, use and process it. If you do not agree to this Policy, do not use, access, connect to or interact with the Digital Interface, or otherwise provide your information to us.

PERSONAL DATA

When you access, use, connect to or interact with the Digital Interface, we may collect certain categories of information about you, including personal data, from a variety of sources.

BR/VX does not custody user funds, does not control user wallets, does not hold user private keys, does not own user assets and does not centrally own, host or control public blockchain data. Public blockchain data is generally recorded on decentralized networks and may be visible, verifiable and accessible independently of BR/VX.

Information you provide to us:

Data may include:

- (i) any digital-asset, smart-contract, protocol or public blockchain address ("Wallet") information; and
- (ii) geolocation data, country-level access information or similar location-related information, where technically necessary or legally relevant.

You may provide this data to us when you connect your Wallet to the Digital Interface, access the Digital Interface, use decentralized interface features, interact with trading-related tools, use APIs, participate in optional features or otherwise interact with BR/VX.

Other data may include transaction data or history, such as your public blockchain transaction history and other information associated, token holdings, public balances, public positions, smart contract interactions, transaction hashes and other publicly available on-chain metadata.

Public blockchain data is generally not created, assigned, owned, hosted or controlled by BR/VX or by any central party. BR/VX may display, index, interpret or process such data to make the Digital Interface functional, but BR/VX cannot delete, modify, reverse, obscure or hide data recorded on public blockchain networks.

Information we collect automatically:

When you visit certain pages on our Digital Interface, our servers or third-party service providers may save each access in a log file. The following data may be collected:

- (i) the date and time of access;
- (ii) the country or region from which the Digital Interface is accessed;
- (iii) any API endpoints being accessed;
- (iv) user agent details;
- (v) the operating system of your computer or device and the browser you are using, including provider, version and language; and
- (vi) the transmission protocol used.

Finally, we may use geolocation technologies, tracking technologies, local storage, cookies, device identifiers and other applications when you visit the Digital Interface, including technologies collecting certain information about your access to, use of, connection to or interaction with the Digital Interface that may be integrated with third-party service providers.

In our legitimate interests to provide effective access to the Digital Interface, we may also use this data to create aggregated, anonymized or de-identified data.

Optional feature data:

Certain optional features of the Digital Interface may require or generate additional data. Such features may include trader profiles, community features, shared result cards, referral tools, partner dashboards, notifications, saved preferences, product research, support history or other optional Digital Interface functionality.

Depending on the feature you choose to use, this data may include:

- (i) email address;
- (ii) username or nickname;

- (iii) referral code;
- (iv) partner or affiliate identifier;
- (v) community participation data;
- (vi) shared result card data;
- (vii) support history;
- (viii) notification preferences; and
- (ix) other information you voluntarily provide.

BR/VX does not require traditional identity information by default to access decentralized and non-custodial interface features, unless a specific feature, jurisdiction, legal obligation, security review, compliance requirement, partner payout, dispute resolution process or other legitimate purpose requires additional data processing.

Screening and compliance-related data:

We may process information to identify whether you are likely to be a restricted person, sanctioned person, located in a restricted jurisdiction, engaged in prohibited activity or otherwise ineligible to access the Digital Interface or certain features.

Such data may include:

- (i) wallet screening results;
- (ii) blockchain analytics signals;
- (iii) sanctions screening results;
- (iv) restricted jurisdiction indicators;
- (v) fraud, misuse or abuse indicators;
- (vi) source-of-funds indicators derived from public blockchain data; and
- (vii) other risk-related information from service providers or public sources.

Where legally or operationally required, we may request additional information from you.

THIRD-PARTY WALLET CONNECTIONS AND DISCLAIMER

Certain features of the Digital Interface may require you to connect a compatible third-party digital Wallet.

By using such Wallet, you agree that your access to, use of, connection to and interactions with such third-party Wallets are governed by the privacy policy and terms and conditions of the applicable Wallet provider, and you agree that you are using the Wallet in accordance with the terms and conditions of the applicable third-party provider of such Wallet.

Wallets are not maintained or supported by, or associated or affiliated with, the Digital Interface, unless expressly stated otherwise.

We expressly disclaim any and all liability for actions arising from your use of third-party Wallets, including, without limitation, actions relating to the use, disclosure or processing of personal information by such third-party Wallets.

BR/VX will never ask you for your private key, seed phrase, secret recovery phrase or wallet password. You should never share such information with anyone.

PUBLIC BLOCKCHAIN DATA

Public blockchains are transparent, decentralized and generally immutable.

BR/VX does not own, host or control public blockchain networks. BR/VX cannot delete, modify, reverse, obscure or hide blockchain data once it has been submitted to or recorded on a public blockchain.

Blockchain data may be analyzed by third parties and may be linked to other information now or in the future. You should consider this before connecting wallets, approving transactions or making wallet activity publicly visible.

PROCESSING PERSONAL DATA:

We generally process the information we collect when we need to do so to perform our contract with you.

For example, the processing of this data is carried out for the purpose of enabling your access to, use of, connection to and interaction with the Digital Interface, including:

- (i) to facilitate your connection to the Digital Interface;
- (ii) to enable Wallet connection and display relevant public blockchain information;
- (iii) to provide access to decentralized and non-custodial interface features; and
- (iv) to identify if you are likely to be a Restricted Person, as defined in our general Terms of Use.

Each case with respect to any of (i) through (iv) is in order for us to perform our contract with you and in our legitimate interests to provide access to the Digital Interface to you.

With your consent, where required, we may use any data collected to tailor features and content to you and to ensure content is presented in the most effective manner for you and your device. We may also use and run analytics to better understand your user experience with respect to the Digital Interface.

We may also process this data in our legitimate interests to assist system security and stability for provision of the Digital Interface, to conduct troubleshooting, data analytics, testing and research, and to enable optimization and internal statistical analysis with respect to the Digital

Interface, as well as to maintain the safety and security of our users, the Digital Interface, and to improve and develop the Digital Interface.

In addition to the foregoing, we may use any of your information to comply with any applicable legal obligations, to enforce any applicable terms of use, and to protect or defend the Digital Interface, our rights, and the rights of our users or others.

COOKIE POLICY

We use cookies, local storage and similar technologies to enhance your experience when accessing and using the Digital Interface.

The cookies and similar technologies we use may include strictly necessary cookies, which help ensure compliance with our Terms of Use and are otherwise integral to our ability to provide the best user experience and to help us understand general usage patterns.

These cookies and similar technologies may also support Wallet connection flows, remember interface preferences, maintain session functionality, improve security, prevent abuse, troubleshoot errors and improve Digital Interface performance.

These cookies are not used for marketing purposes.

Where required by applicable law, we will request your consent before using non-essential cookies or similar technologies.

By continuing to use the Digital Interface, where such consent is not separately required, you consent to the placement of these cookies and similar technologies.

YOUR RIGHTS

Under applicable data protection laws, you may have certain rights in relation to your personal data. These rights may include the following:

Access to your personal data that we hold, information on how we use it, and who we share it with;

Request the correction of inaccurate or incomplete personal data we hold about you, which we may verify as necessary before making changes;

Objection to the processing of your personal data, in certain circumstances;

Restriction of the processing of your personal data, to stop us from processing the personal data we hold about you other than for storage purposes, in certain circumstances;

Portability of your personal data; where technically feasible and legally required, we will endeavor to provide you, or a third party, with a copy of the personal data that we hold about you and transfer it to a third party in a structured, commonly used, machine-readable format;

Withdrawal of consent, where we rely on consent to process personal data; this will not affect the processing of personal data carried out before consent is withdrawn or on legal bases other than consent.

You may submit a written request concerning the processing of your personal data to [support@brvx.com].

Please note that, prior to any response to such request, we may require you to verify your identity, Wallet ownership or authority to make the request. In addition, we may have valid reasons to refuse or limit your request and will inform you if that is the case.

Note that these rights apply only in certain circumstances and all of these rights may be limited by law. Such limitations may apply, for example, where fulfilling your request would adversely affect other individuals or our trade secrets or intellectual property, where there are overriding public interests, where doing so would compromise security or fraud prevention, or where we are required by law to retain your personal data.

Certain rights may not apply to public blockchain data that BR/VX does not own, host or control and cannot delete, modify, reverse, obscure or hide.

To the extent required under applicable data protection laws, we will be responsive to your request without undue delay and where required under applicable data protection laws, at least within one month, though this may be extended by a further two months in certain circumstances.

SHARING OF PERSONAL DATA

In certain circumstances, we may share your information with third parties with your consent, as necessary, or as otherwise required or permitted by law, including, but not limited to:

Service providers and vendors: we may share your personal data with third parties to process on our behalf. Such third parties could include blockchain analysis service providers, screening service providers, developers, content delivery service providers, hosting providers, cloud infrastructure providers, security providers, RPC providers, node providers, data analytics service providers, support tools and product analytics providers.

Such service providers may assist us with many different functions and tasks, including geo-blocking based on IP address, wallet screening, sanctions screening, fraud prevention, security monitoring, content delivery, debugging, uptime monitoring, analytics, aggregated usage analysis and collecting anonymized or de-identified device information for analytics purposes.

Professional advisors, in our legitimate interests or as required by law.

For legal and security reasons and to protect our Digital Interface, in our legitimate interests or as required by law.

Business changes: if BR/VX is involved in a merger, acquisition, financing, restructuring, bankruptcy, dissolution, reorganization, asset sale, transfer of business or similar transaction, personal data may be shared or transferred as part of that transaction.

We do not sell your personal data.

We do not share your personal data with third parties for their own direct marketing purposes.

We will take steps reasonably necessary to ensure that your personal information is treated securely and in accordance with this Policy.

Should we transfer your personal information to third parties located outside the EEA or UK, we will seek to put in place appropriate safeguards to ensure that this transfer occurs in accordance with applicable laws. These measures may include seeking entry into the standard contractual clauses approved by the European Commission for transfers outside the EEA and/or an international data transfer agreement or addendum approved by the UK Information Commissioner's Office for transfers outside the UK, unless the data transfer is to a country that has been determined by the European Commission or the relevant UK authorities, as applicable, to provide an adequate level of protection for individuals' rights and freedoms for their personal data.

RETENTION

We will retain your personal data only for so long as necessary to fulfill the purposes for which it was collected, including for the purposes of satisfying any legal, accounting, reporting, security, compliance, support, dispute resolution, fraud prevention, abuse detection or operational requirements, or as otherwise required or permitted by law.

The length of time we retain your data will depend on the nature of the data and the purpose for which it was processed.

Public blockchain data is not retained by BR/VX in the same way as centralized platform records. It is recorded on decentralized public blockchain networks and may remain available independently of BR/VX. BR/VX cannot delete, modify or restrict access to public blockchain data that it does not control.

SECURITY MEASURES TAKEN TO PROTECT PERSONAL DATA

Be aware that despite our efforts to protect your personal data and other information, we cannot guarantee perfect security of your information transmitted through the Digital Interface. In addition, note that any information you send to us electronically may not be secure while in transit. Any transmission is at your own risk.

You are responsible for all activity related to your use of the Digital Interface, including the security of your blockchain network addresses, cryptocurrency wallets, cryptographic keys, private keys, seed phrases, passwords, authentication methods, transaction approvals and wallet permissions.

BR/VX will never ask for your private key, seed phrase, secret recovery phrase or wallet password.

USAGE DATA COLLECTION

When you access, use, connect to or interact with the Digital Interface, the Company and any of its third-party service providers may receive and record personal data that you may have provided, your Wallet address, your digital signature, your device information, Usage Data and other technical information relating to your interaction with the Digital Interface.

This information may be used to provide the Digital Interface, support Wallet connection, maintain security, detect abuse, conduct analytics, troubleshoot errors, improve performance, enforce applicable terms and comply with applicable obligations.

SOCIAL MEDIA AND OTHER THIRD-PARTY SERVICES AND LINKS

We may provide links on the Digital Interface to other Services or online platforms operated by third parties, including social media or content platforms operated by third parties, such as X, Discord, Telegram, Medium or other community platforms (“Social Media Platforms”).

We may also provide links to online platforms operated by third-party contributors, ecosystem participants, developers, service providers, decentralized protocols or independent projects (“Contributors”).

We do not own, operate or control such third-party services. If you follow links to sites not owned or operated by us, you should review their available privacy and security policies and other terms and conditions.

We do not guarantee and are not responsible for the privacy, security or content of these sites, including the accuracy, completeness or reliability of information and services found on these sites.

Note that third parties and Contributors may provide services, information, dashboards, tools, functionalities and applications, and these may be linked from time to time through Social Media Platforms.

Such third parties and Contributors are independent and as such, we do not own, operate or control their services, information, dashboards, tools, functionalities and applications and cannot guarantee, and are not responsible for, the privacy, security or content of these sites or the accuracy, completeness or reliability of services, information, dashboards, tools, functionalities and applications found on these sites.

Our inclusion of links, including through Social Media Platforms, does not, by itself, imply any endorsement of such services, information, dashboards, tools, functionalities and applications, or of their owners, operators or publishers.

When you open a link to any Social Media Platform from the Digital Interface, a direct connection may be established between your browser and the server of the Social Media Platform. This provides the Social Media Platform with information that you visited the Digital Interface and accessed the link.

If you access a link to a Social Media Platform while logged in to your account on the Social Media Platform concerned, the content of the Digital Interface may be linked to your profile on the platform. If you want to prevent this, you should log out before clicking on the relevant links.

In any case, an association may take place when you log in to the relevant Social Media Platform after clicking on the link.

PERIODIC REVIEWS AND UPDATES TO POLICY

This Policy takes into account general privacy principles and may also take into account applicable global privacy and data-protection laws.

Other applicable global privacy and data-protection laws may provide you rights with respect to your personal data and other information.

We may review and update this Policy from time to time. Updates to this Policy will apply only to information collected after the date of the change, unless otherwise stated or required by law.

CONTACT

Should you have any questions or complaints about our privacy or data-protection practices, your personal data or this Policy, you can email us at:

Support: [support@brvx.com]