# **Ghost Privacy Policy**

### 1. Introduction

This Privacy Policy details how we, I-Avatar Ltd. ("I-Avatar"), use and protect the data that you provide to us, or that is otherwise obtained or generated by us, in connection with your use of our Ghost messaging services (the "Services"). For the purposes of this Privacy Policy, 'we', 'us' and 'our' refers to I-Avatar, and 'you' refers to you, the user of the Services.

# 2. Legal and Acceptable Use.

You agree to use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate or infringe our rights, our users or their rights, including their rights to privacy, publicity, intellectual property, or other proprietary rights; (b) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, and auto-dialing (c) use our Service for illegal activities.

I-Avatar owns all copyrights, trademarks, domains, logos, trade secrets, patents, and other intellectual property rights associated with our Services and our App. You may not use our copyrights, trademarks, domains, logos, patents, and other intellectual property rights unless you have our express prior written permission.

# 3. Privacy Principles

When it comes to collecting and processing any user or third party data:

- 3.1 We don't use your data to show you ads.
- 3.2 We don't collect any personal data regarding our users nor do we maintain readable chat data of their use.
- 3.3 The only data we retain and may access is unidentifiable data such as user name, password, recently used IP addresses and recent log in information, as detailed herein
- 3.4 We only store the data that I-Avatar needs to function as a secure and feature-rich messaging service.

### 4. Legal Ground for Processing Your Data

We process your data on the ground that such processing is necessary to further our legitimate interests (including: (1) providing effective and innovative Services to our users; and (2) to detect, prevent or otherwise address fraud or security issues in respect of our provision of

Services), unless those interests are overridden by your interest or fundamental rights and freedoms that require protections of personal data.

### 5. What Data We Use

#### 5.1 Basic Account Data

I-Avatar is a communication service. You provide basic account data which may include profile name, profile picture (optional) and password, to create a I-Avatar account

To make it easier for your contacts and other people to reach you and recognize who you are, they will need to use your profile name on I-Avatar. We have no interest in knowing any other details including your real name, age, gender identification, personal status or what you like. We do not cross reference between our users and any contact list on any device. We do **not** require your screen name or profile name to be your real name.

### 5.2 Your Messages

- 5.2.1 I-Avatar is a cloud service. We store messages, photos, videos and documents from your chats on our servers so that you can access your data from any of your devices anytime without having to rely on third-party backups. All data is heavily encrypted.
- 5.2.2 I-Avatar Ghost service uses end-to-end encryption. This means that all data is encrypted with a key that only you and the recipient know. There is **no way** for us or anybody else without direct access to your account to learn what content is being sent in those messages. This means that the file is technically on one of I-Avatar's servers, but it looks like a piece of random indecipherable garbage to everyone except for you and the recipient. We don't know what this random data stands for and we have no idea which particular chat it belongs to. We periodically purge this random data from our servers to save disk space.
  - However, due to the above, in the event you lose your account details, including user name and password, there will be no way to restore the account and we will have no way to restore your chat history. You will be free to open a new account
- 5.2.3 It is clarified that the company does not bear any responsibility for the user's content, including the quality of the visual files or data, and the sole responsibility for them and for any result arising from their use or their uploading to the application, including in relation to the failure to upload the user's content to the application or their deletion by another user, applies to the user who uploaded them to the application.

### 6. Keeping Your Data Safe

# 6.1 Storing Data

Your data is stored in I-Avatar's data center in Germany. In the event that I-Avatar works with third-party provided data center, I-Avatar does not share your data with such data centers. All data is stored heavily encrypted so that local I-Avatar engineers or physical intruders cannot get access.

### 6.2 End-to-End Encrypted Data

Your messages, media and files from chats, are processed only on your device, or any device used by you to access the account, and on the device of your recipient. Before this data reaches our servers, it is encrypted with a key known only to you and the recipient. While I-Avatar servers will handle this end-to-end encrypted data to deliver it to the recipient, or store it, we have no ways of deciphering the actual information. In this case, we neither store nor process your data, rather we store and process random sequences of symbols that have no meaning without the keys which we don't have.

### 6.3 Retention

Unless stated otherwise in this Privacy Policy, the data that you provide us will only be stored for as long as it is necessary for us to fulfil our obligations in respect of the provision of the Services.

# 7. Processing Your Data

### 7.1 Our Services

I-Avatar is a cloud service. We process your data in order to deliver your cloud chat history, which includes messages, media and files, to any devices of your choosing without a need for you to use third-party backups or cloud storage. However, in the event you lose you account details we will have no way to restore your chat history or any part of the account.

### 7.2 Spam and Abuse

Even though the only way to communicate between users is for both users to agree to chat, the platform cannot completely prevent phishing, spam and other kinds of abuse and violations of I-Avatar's Terms of Service. If reports on messages you sent are confirmed by our moderators, or deemed credible enough or are re-occurring, your account may be limited or deactivated.

# 8. Who Your Data May Be Shared With

### 8.1 Other I-Avatar Users

Other users of our Services with whom you choose to communicate with and share certain information. We employ all appropriate technical and organizational measures (including encryption of your data) to ensure a level of security for your shared data and chats that is appropriate to the risk.

### 8.2 I-Avatar's Group Companies

We may share your data with our service providers and subcontractors, including any subsidiary or parent company and any subcontractor contractually obligate to supply us with support services. We will implement appropriate safeguards to protect the security and integrity of that data. This will take the form of standard contract clauses in any agreement between us and our relevant group companies.

### 8.3 Law Enforcement Authorities

If I-Avatar receives a court order requiring it to disclose your information, we may disclose what limited information we have stored at the time. For clarification, our data can only include at the most, user name, profile picture, password, recent IP address and last time of log in.

# 9. Deleting data

If you would like to delete your account, you can do this by the app. Deleting your account removes all messages, media, contacts and every other piece of data you store in the I-Avatar. This action must be confirmed via your I-Avatar account and cannot be undone.

Additionally, any party can choose to delete any messages in one-on-one chats, both sent and received, for both sides. There is no time limit. Any party can also opt to clear the entire chat history for both parties, in which case the apps will be instructed to remove all messages in that chat, regardless of how many messages are retained by either of the participants.

### 10. Payments Information

- 10.1 Payment information definition- information collected, yet not excluding information gathered otherwise, at the point of payment (at gateway level), such as name of payer, bank account, credit card and other payment service provider information correlated directly to the transaction or any other subscription fee therein.
- 10.2 We retain the right to keep the payment information by us, also in cases of payment default for bookkeeping and taxation purposes.

### 11. Changes to this Privacy Policy

We will review and may update this Privacy Policy from time to time. Any changes to will become effective when we post the revised Privacy Policy on this page. Please check our website frequently to see any updates or changes.