

PRIVACY POLICY (PRIVACY POLICY)

Last revision: September 9, 2018

**Welcome to Blicico-ICO Privacy Policy section!
We're glad and grateful that you have joined us!**

DEAR USER AND MEMBER!

Blicico represented by the management and all responsible persons respects the human and civil right to privacy, appreciates confidentiality of the data related to Blicico network visitors and (or) users, including Blicico-ICO participants, and accepts this right as a part of other human and citizen rights provided by the international public right and (or) the constitutional rights of the legal states, appreciates it, does not let its supremacy be discussed (doubted) and does not limit its dignity and freedom, faithfully performs its duties on protection and use of their personal information, and provides access thereto in accordance with the applicable legislation of the state which nationality Blicico visitor and (or) user is, including Blicico-ICO party and user of our web-site in the Internet information and telecommunication network at: <https://ico.blicico.com>.

PLEASE READ CAREFULLY THIS BLICICO-ICO PRIVACY POLICY!

Blicico represented by the management and all responsible persons (hereinafter referred to as – the COMPANY) kindly asks you to read this Blicico-ICO Privacy Policy and make sure that you fully understand and agree with it before you make a decision on participation in Blicico-ICO or start using any of Blicico network services, including Blicico-ICO, including purchasing, receiving and (or) adopting, storing, transferring, exchanging and (or) using BLC tokens otherwise.

If you have not read completely and you have not understood this Blicico-ICO Privacy Policy, and if you do not accept the terms and conditions of Blicico-ICO Privacy Policy in its current version, you should not use any of Blicico services and (or) participate in Blicico-ICO and you have to immediately leave our web-site, Blicico-ICO application or service.

You may visit our web-site Blicico-ICO in the Internet information-telecommunication network at: <https://www.blicico.com>, including all its subdomains, web-apps, mobile websites or mobile apps, media channels and other media forms (hereinafter referred to as– the WEBSITE) and (or) use services, programs, products related thereto to which any registered or unregistered user and (or) a visitor has and (or) is provided with an access by us (hereinafter referred to as SERVICES), but only if you fully agree with Blicico-ICO Policy Privacy. You acknowledge and confirm hereby that you have read this Blicico-ICO Privacy Policy and you absolutely agree with Blicico-ICO Privacy Policy, including collection and processing of your personal data as determined and described below, when continuing visiting our website and (or) using services connected therewith.

BLICICO-ICO PRIVACY POLICY

Valid since September 10, 2018

I. INTRODUCTION

1. This Blicico-ICO Privacy Policy (hereinafter referred to as the PRIVACY POLICY) is legally binding and subject to strict execution by the contract between Blicico and you.

2. This Privacy Policy provides Blicico network visitors and (or) users, including Blicico-ICO participants, with information and description associated with collection, updating, further use of Blicico-ICO information, including personal information that you provide or transmit to the Company and its subsidiaries and affiliated companies and (or) organizations around the world (hereinafter referred to as the OPERATOR) when acting as a Blicico visitor and (or) user, including Blicico-ICO party and the website user and services related thereto (hereinafter after referred to as PARTICIPANT), and which the Operator may receive during execution of any agreements and contracts concluded with the Participant. This Privacy Policy also describes the Participant's rights and possibilities associated with the information described above, and it is intended to explain the terms and conditions under which the Company uses and discloses this information, including your rights regarding this information.

3. Amendments made to this Privacy Policy are described at the end of this document. However, the current edition (version) of this Privacy Policy applies each time you use the website. Each time you use the website as a member you have to check the date of the last revision of this Privacy Policy (which is stated at the beginning of this document) and review any amendments since the last time you have used the website.

The Operator notifies hereby that you shall not provide the Operator with any information regarding your private life, religion, identity (personal information), your professional activities and other information determined by you and (or) by the legislation of the state (country) a citizen of which you are as personal and not subject to disclosure in accordance with the rules of the public international law and applicable legislation of the legal state.

You represent, warrant and irrevocably agree hereby that any information you submit to the Operator is provided at your will and with your consent in order to use for the purposes described in this Privacy Policy; that it is not a secret or confidential data within the state (country) a citizen of which you are; that it is not referred to as a "state secret" the disclosure of which presumes a certain legal liability imposed by the relevant law of the state.

4. The operator reserves the right, but accepts no responsibility for checking accuracy of the information specified in the paragraph 6 hereof and assessment of its capacity.

At the same time the Operator assumes that the Participant provides true and sufficient Personal Information and keeps this information updated. The Participant bears sole responsibility for consequences of provision by it of inaccurate or insufficient information.

5. The operator does not control and is not responsible for processing of information by third party's websites to which the Participant can pass by the links available on the website and by services related to the website, as well as on the user's websites, including in the search results.

II. THE PARTICIPANT'S INFORMATION AND PERSONAL DATA, WHICH ARE COLLECTED AND PROCESSED BY THE OPERATOR

6. "The Participant's information and personal data" mean the following under this Privacy Policy:

A) **Anonymized information** is not identified and not identifying information relating to the Participant during his visit of the website or not identified when using by him or her of the website, and which has become and may be available to the Operator or collected automatically through the visit by the Participant of the website and (or) through the use by the Participant of services related thereto.

The anonymized information does not let the Operator identify the Participant from whom it has been collected.

The anonymized information collected by the Operator consists mainly of technical or aggregate information about the use, such as views of total (primary) information posted on the website and the sequence of clicks when visiting the website and using the services related thereto, heat maps of clicks of the website use session or services connected therewith, and scroll, not identified information regarding the Participant's devices, operating system, the Internet browser, screen resolution, language and keyboard settings, the Internet service provider, pages being referred, including exit pages, date and time, etc..

B) **Individual identifying information** means information that identifies an individual or may be of private or delicate (personal information) nature that the Participant provides about himself or herself when visiting the website or using services related thereto.

The Participant's personal information and personal data collected by the Operator mainly consist of:

- 1) the Participant's surname, name, patronymic;
- 2) the Participant's date and place of birth;
- 3) the Participant's registered places of residence;
- 4) the Participant's actual places of residence;
- 5) the Participant's family, social status;
- 6) the Participant's minor children's names, surnames and dates of birth;
- 7) data about documents certifying the Participant's identity: the Participant's passport, military service card, foreign passport, driver's license, including their scanned copies submitted to the Operator;
- 8) data about the Participant's certificate of registration as a physical body with tax authority, including the Participant's taxpayer identification number (individual's INN);
- 9) the Participant's contact information (e-mail address (e-mail), subscriber's federal mobile phone number, subscriber's fixed line telephone number);

10) payment information (name, physical address of bills, payment ways and details of a transaction, a valid credit card number, type, expiration date or other financial information);

11) detailed information about website operation session or use session of services related thereto (IP-address, geo-location and (or) device individual ID, cookie data, information about the Participant's browser or another program which can help to get an access to the website and services related thereto);

12) specifications of the equipment and software being used by the Participant;

13) information about the date and time the Participant gets an access to the website and services related thereto, as well as about addresses of pages requested by the Participant;

14) details regarding connected user's accounts of third-party resources (e.g., e-mail or user's name for connected PayPal, Inplat, Bitcoin, Ethereum, Google, Facebook, Instagram, Vkontakte user accounts);

15) detailed information about the operation session on the website or session-related services under participation in Blicico-ICO, namely:

- information about the wallet, date, time and amount deposited by the Participant of Ethereum (ETH) exchange units;

- information about the place, date, time and quantity of BLC tokens purchased, obtained and (or) accepted, stored, transferred, exchanged and (or) otherwise used by the Participant;

- information about smart contracts;

- information about distribution of bonuses and payments to the Participant.

16) the Participant's correspondence (including correspondence that has been performed through the website and (or) downloaded on services connected therewith);

17) any other Personal Information provided to the Operator by the Participant at his or her access to the website and (or) use of services related thereto, as well as other information relating to the Participant's identity and available or known to the Operator at any certain time, and processing of which is provided by the terms and conditions of the access to the website and of the use of certain services by the current legislation of the Russian Federation, as well as by the rules and certain requirements of the jurisdictions of other states.

C) The operator may also request information about the Participant's interests and activities, gender, hometown and other demographic or relevant information as determined by the Operator from time to time. The Participant is not obliged to provide the Operator with individual identifying information of any kind, but the Participant shall be aware that the Participant's refusal to do so may prevent him or her from using certain features of the web-site.

D) **Information not referred to the Participant's** personal data, i.e. information which cannot be directly connected with the Participant's identity without additional information. Like most operators of the website the Company collects from users of the website information not referring to the Participant's identity that web-browsers are available depending on their settings. This information includes the address of the Participant's Internet Protocol (IP), operating system, browser type and location for the websites that the Participant browses directly before visiting, in the process of navigation and directly after leaving the website. Although this information is not personal ID information, the Company is provided with the technical ability to determine the Internet provider's IP address in the Internet information and telecommunication network and geographical location of the

Participant's connection point, as well as other statistical usage data. The Operator analyzes personally identification information received from website users to help the Company better understand how the website is used. The Company may improve the website design and content for its better and easy operation and use by the Participants relating revelation of modules and trends of the website use. From time to time the Company may also release non-personal identifying information provided by the Participants of the website, for example, by publishing a report on trends in the use of the website.

ANY ANONYMIZED INFORMATION RELATING TO OR CONNECTED WITH THE PARTICIPANT'S PERSONAL IDENTIFYING INFORMATION (FOR EXAMPLE, AIMED TO IMPROVE THE QUALITY OF THE SERVICES BEING PROPOSED BY THE OPERATOR) IS CONSIDERED BY THE OPERATOR AS PERSONAL INFORMATION, UNTILL SUCH RELATIONSHIP OR CONNECTION IS TERMINATED.

III. METHODS OF AND REASONS FOR COLLECTION OF THE INFORMATION BY THE OPERATOR

7. The Operator uses the following methods in order to collect information specified in the paragraph 6 of this Privacy Policy:

A) The Operator collects information received when visiting by the Participant of the website and when using by him or her of the services related thereto: this information becomes available to the Operator, and the Operator may, but shall not, assume any obligation in this respect to collect, to accumulate, to record and (or) to archive information about the appropriate and particular use, session and other information related thereto either independently or with the help of the service providers;

B) The Operator collects information provided by the Participant to the Operator of his or her will. For example, the Operator collects the Personal information that the Participant provides to the Operator in case of the Participant's subscription to services associated with the use of the website by third parties' services; when the Participant makes purchases; when the Participant provides or uploads such Personal Information when using the website and services related thereto; and (or) when the Participant applies to the Operator directly.

8. The reason and purpose for collection of information specified in the paragraph 6 of this Privacy Policy are:

A) Identification of the Participant when using the website and services related thereto, as well as agreements concluded between the Participant and the Operator;

B) The provision and management of the website and services connected therewith;

C) Provision of customer-focused services to the Participant and execution of agreements and contracts concluded by the Operator;

D) Further development, setting up and improvement of the website quality and services related thereto, easy use, development of new services on the basis of general or individual preferences, experience or occurrence of difficulties of the Participant;

E) Provision of the Participant with permanent client assistance and technical support; provision and presentation of connection possibility for the Participant regarding general or individual notifications, messages, inquiries and information relating to the website use and services related thereto under his or her participation in Blicico-ICO, including acquisition, receipt, storage, transmission, exchange and (or) any other use by the Participant of BLC tokens, execution of agreements and contracts, as well as processing of inquiries and applications received from the Participant;

F) Targeted advertisement materials, messages and publications;

G) Promotion of the Operator's services, development of new spheres, services and notification of the Participant thereof, including implementation of direct contacts with the Participant by using communication means and other operators;

H) Provision of support, sponsorship or initiation of certain competitions, events and activities, and determination of terms and conditions for participation, providing the assessment of efficiency, communication with winners and awarding of prizes and benefits; a research and development of summary statistic information and other summary and (or) derivative anonymized information that the Operator or his or her partners may use in order to provide and to improve corresponding services of Blicico-ICO, as well as to provide Blicico-ICO operation and (or) efficiency under Blicico-ICO project;

- I) The increase of the Operator's possibilities to perform duties on data protection and on prevention of unfaithful actions of the Participants, partners and other third parties related to fraud, intentional defamation, breach of copyright and related rights, unauthorized access to computer information, as well as related to creation, use and distribution of malicious computer programs, as well as to violation of rules of operation of storage, processing or transmission means of computer information and information-telecommunication networks;
- J) Compliance with applicable laws and regulations that govern the Operator's activity.

9. Amendment of user's data:

A) The Operator can obtain information about the Participant from additional sources, including from databases available for the public or from third parties whom the Operator has acquired information from, and combine this information with the information which the Operator already has in relation to the Participant.

The execution by the Operator of the abovementioned actions helps the Operator to update, to add and to analyze existing documentation, to reveal new customers, potential users and to provide products and services that may be interesting to the Participant.

B) If the Participant provides the Operator with other persons' Personal information or if other persons provide the Operator with the Participant's Personal Information and Personal Data, the Operator uses such information only for certain purposes for which it has been provided to the Operator.

VI. PROCESSING, STORAGE AND TRANSMISSION OF INFORMATION BY THE OPERATOR

10. The Participant's Personal Information may be saved, processed and stored by the Operator and Blicico-ICO Service Providers in the Russian Federation and in other countries (states), jurisdiction of which allows the Operator to collect, to process and to store the Participant's Personal Data, and on the territory of which Blicico-ICO Service Operators and Providers perform their activity.

11. The Operator may store the Participant's Personal information, including his / her Personal Data during the whole time the Participant uses his or her account, or during the time necessary for provision of the Participant with services related to the website and Blicico-ICO project in general: including acquisition, receipt, storage, transmission, exchange and (or) any other use of BLC Token by the Participant in any relevant jurisdiction.

12. Storage of the Participant's Personal Information and his / her Personal Data may be performed by the Operator even after deactivation of the Participant's user account and (or) termination of the use of any particular services associated with the website to the extent that it is reasonable, and (or) necessary for performance by the Operator of his or her legal obligations, for settlement of disputes in relation to the Participant, prevention of fraudulent actions and abuse, execution of agreements and contracts concluded by the Operator and (or) protection of the Operator's legal interests.

13. The Operator stores or processes the information provided by the Participant exclusively and only on behalf of the Operator and strives to protect and to preserve it in accordance with the industry standards and does not take into consideration any less stricter legal requirements that may apply in their jurisdiction.

14. The operator collects and stores the Participant's Personal information that is necessary to provide services associated with the website or to execute agreements and contracts with the Participant, except for cases when laws and (or) rules applicable on the territory of states (countries), a citizen of which the Participant is, provide compulsory storage of personal information within a certain period determined by the law and (or) rule.

15. The Participant's Personal Information, including Personal Data, is treated as confidential, unless the Participant provides his consent with a general access for unlimited quantity of persons. The Participant expressly agrees when using certain services that a certain part of his or her Personal Information, including Personal Data, becomes accessible for the public.

16. The Operator has the right to disclose and to submit the Participant's Personal Information, including his or her Personal Data, to third parties in the following cases:

A) If the Participant has issued his or her consent with such actions;

B) If the transfer is necessary for the use by the Participant of a certain service associated with the website or for execution by the Operator of a certain agreement or contract with the Participant under the Participant's engagement in Blicico-ICO;

C) If the Operator has partnership relationship with some service providers whose services and solutions make the work and (or) operation of the website and services associated therewith complete, easy and accomplished, as well as if they include the hosting and services of co-location servers, communication and network of content supply (and distribution)(CDNs), services for data protection and cyber security, billing and payment processing service, domain name registrars, detection and prevention of fraud, web analytics, email distribution and monitoring of services, record of work sessions and remote access service, services of efficiency determination and optimization of such services, content providers and our legal and financial advisors (hereinafter jointly referred to as SERVICE PROVIDERS);

EXPLANATION: Such Service Providers may receive or otherwise have access to the Participant's Personal Information fully or partially depending on the role and purposes of each Service Provider in the process of assistance and improvement of the work and(or) the functioning of the website and of the use of services related thereto. Moreover, the Service Providers may use the received information only for the abovementioned purposes.

The Operator notifies hereby that despite the fact that the website and services used and associated therewith may contain hyper links to other third party's websites or services, the Operator is not responsible for the Privacy Policy of such websites or services and kindly asks each Participant to read the privacy statements on each third party's website or service visited by the Participant. This Privacy Policy does not apply to the aforementioned websites.

D) If the transfer is provided by the Russian or other applicable legislation under statutory procedures, including when the Operator deems that disclosure of the Participant's Personal Information, including his or her personal data, is necessary and (or) related to the interests of the Company in respect of investigation being carried out regarding the Participant, prevention or taking other measures against the Participant's illegal activities, suspicion of the Participant's involvement in fraud or other illegal actions; protection of the Company's and other Participants' or other persons' interests and rights; compliance with any applicable law or cooperation with law enforcement and regulatory authorities; ensuring compliance with Blicico-ICO terms and conditions or other agreements or policies in response to a subpoena or similar requirement to investigation, court order or request for cooperation from law enforcement or another governmental authority; performance of obligations or exercise of legal rights; protection from legal claims; or as otherwise provided by the applicable national legislation of the state concerned. In such cases, the Operator reserves the right to claim for or to waive any legal objection or right available to the Operator.

EXPLANATION: The Operator may disclose or otherwise allow others to get an access to the Participant's Personal Information by law, in particular, the subpoena, under the legal procedure, search warrant or court order, or in order to comply with the applicable law. At the same time the Operator and the Participant believe in good faith that the law requires the Operator to do so with or without a prior notice.

E) If such a transfer occurs as part of a merger, sale, bankruptcy or other transfer of the business assets of the Company's Operator wholly or partially, while the purchaser assumes all obligations for compliance with the terms and conditions of this Privacy Policy with respect to the received Personal Information and other information referred to in the paragraph 65 hereof. The use and disclosure of the Participant's any Personal Information and his / her Personal Data provided are governed by this Privacy Policy or the Privacy Policy in its new edition, if the Participant is notified of this Privacy Policy in its new edition and he or she is provided with the opportunity to affirmatively reject it, except as otherwise provided by bankruptcy or other court. The Personal Information submitted or collected after the transfer is subject to the Privacy Policy new edition which has entered into force and which has been adopted by any successor.

F) In order to protect rights and legal interests of the Operator and (or) Service Providers who store or process information provided by the Participant to the Operator in cases of violation by the Participant of agreements and (or) contracts concluded between them, this Privacy Policy, terms and conditions of participation in Blicico-ICO or documents containing the terms and conditions of the website use and certain services connected therewith;

EXPLANATION: The Operator may transfer the Participant's Personal Information, including his / her personal data to third parties, if the parties honestly consider that it will

help to protect rights, property or personal (corporate) safety of the Operator and Service Providers who store or process the information submitted by the Participant to the Operator on behalf of the Operator, or any third party, with or without preliminary notification.

G) If anonymized statistic data are received as a result of the processing of the Participant's Personal Information, including his or her Personal Data, which are transmitted to third party for performance of researches, works or provision of services at the Operator's request:

EXPLANATION: The Operator may provide the Participant's Personal Information, including his / her personal data to authorized Service Providers that perform certain services on behalf of the Operator. These services may include fulfillment of orders, customer services and marketing assistance, the Company's business analysis and sales, support of website efficiency and support of contests, sweepstakes, surveys and other functions being offered by the website. The Operator may provide the Participant's name, contact information and credit card information to its authorized service providers who process credit card payments. Such service providers may have access to personal information necessary to perform their duties, but they do not have the right to share or to use such information for any other purposes.

The Company prohibits its contractors, Service Providers and Third-Party Developers under the contract to disclose personal information received from the Operator, except in accordance with this Privacy Policy. However, third parties are not obliged to follow this Privacy Policy concerning the Participant's Personal Information and his or her personal data, which the Participants provide directly to third parties or that such third parties collect for themselves. Such third parties include advertisers, providers of games, utilities, widgets and a lot of other applications of third parties available through the web site. The company does not own or control third party's websites and applications available through the website. Therefore, this Privacy Policy does not apply to information being provided to third parties who use or collect it. Before visiting or using third-party applications, whether via a link to a web site, directly through the website or otherwise, and before providing the Participant's any Personal Information to any third party, the Participant shall read this Privacy Policy and terms and conditions of the use of the website belonging to the third party who is responsible for this website or application, and who is obliged to take measures that are necessary to protect their confidentiality at the discretion of the Participant.

H) The certain Personal Information of the Participant collected from users may be disclosed as a matter of course as a result of the use of the Participant's website. The Operator can provide sections on the website on which the Participant may post reviews and other information relating to the Participant's activities on website. Such publications can be displayed on other websites or when searching for the subjects under the Participant's messages. In addition, each time the Participant voluntarily discloses personal information on web pages available for the public, this kind of information will be publicly available and may be collected and used by others. For example, if the Participant publishes his or her email address, he or she can receive unsolicited messages and notifications. The Operator is not obliged and cannot control who reads the Participant's message and how this person uses the information contained in this message, which is voluntarily published by the

Participant. In this regard, the Operator strongly recommends that you are careful in regard to publication and presentation of the Participant's personal information.

17. The Operator shall follow the Federal Law of the Russian Federation "On Personal Data" of 27.07.2006 No. 152-FZ when processing the Participant's Personal Data on the territory of the Russian Federation.

18. Failure and (or) non-performance by the Operator of the requirements of the Federal Law of the Russian Federation "On Personal Data" of 27.07.2006 No. 152-FZ, and if other methods of dispute settlement have been already used, the Participant has the right and may transfer a dispute between the Operator for settlement to the arbitration court, whose decision will be final and binding on all parties, and (or) to seek protection of violated or disputed rights, freedoms or legitimate interests to the appropriate court established by section 3 of the Civil Procedure Code of the Russian Federation, articles 34-39 of the Arbitration Procedure Code of the Russian Federation, Chapter 2 of the Code of Administrative Procedure of the Russian Federation and articles 31- 36 of the Criminal Procedure Code of the Russian Federation.

19. The Operator shall provide information whether the Operator stores any the Participant's Personal Information, including his / her Personal data, at the Participant's request.

20. The Participant has the right to and may get an access to, modify or request to delete his or her Personal Information, including his or her Personal Information, by contacting the Operator by e-mail: privacy@blicico.com. The Operator will respond to the Participant's request Party within a reasonable period or within a period determined by the legislation and regulations of the state, a citizen of which the Participant is.

21. The Children's Online Privacy Protection Act ("COPPA") protects personal data of children under the age of 13 posted in the Internet and ensures their confidentiality. The Operator does not collect, process, use, store, disclose or transmit personal data provided by persons under the age of 13, unless permitted by law. Any person who provides the Operator with his or her Personal Information through the website, presents the proof to the Operator that he or she is already 13 years old. If the Operator becomes aware that any Personal Information of the Participant and his / her personal data have been presented and received on the website or through the website from users under the age of 13 years, the Operator shall take appropriate measures aimed to remove the above information. If You are a parent or a legal guardian of a child under the age of 13 years, who has visited and (or) has become Blicico network user or has otherwise transferred his or her Personal Information to the Operator on the website, please contact the Company by using our contact information below in order to let us close the account of this child and delete information.

22. Obligations of Data Localization:

A) If the Participant resides in jurisdiction which imposes obligations of data localization and (or) residency information (i.e. it requires that Personal Information of residents were detained inside the territorial limits of this jurisdiction), and the Operator becomes aware of this fact, the Operator may provide storage of the Participant's Personal Information, including his or her Personal Information within such territorial boundaries, if the such legal obligation is imposed upon the Operator.

For example, if the Operator learns that the Participant is a citizen of the Russian Federation and he or she is residing on the territory of the Russian Federation, the Operator

may be required to store the Participant's Personal Information, including his / her Personal Data, on the territory of the Russian Federation either independently or with the help of local data centers and (or) Service Providers.

The Participant acknowledges and irrevocably agrees that the Operator may continue collecting, storing and using the Participant's Personal Information, including his / her Personal Data, in accordance with the paragraph 10 hereof in fulfilling the above obligation.

23. Elements of Social Networks and Pages with Frames

A) The website and services being used and related thereto can include and (or) contain certain elements and widgets of social media, for example, such elements like Facebook Connect or Google Sign-in button, Facebook Like button, Twitter Tweet or Google+ button, share this button or other interactive mini-programs (hereinafter referred to as- the ELEMENTS OF SOCIAL NETWORKS). These social media features may collect information like the Participant's IP address or which page is visited by the Participant on the website, and also may set a cookie to let them be operated properly. When the Participant clicks on plugin item in the social network, this plugin of a certain social network will be activated, and the Participant browser will be directly connected to servers of this provider. If you fail to use these buttons, none of these Participant's data will be sent to the provider of plugins of the respective social network. For instance, when you click the "Like" button on Facebook website, Facebook will receive your IP address, browser version and screen resolution, including operating system of the device you have used to access Facebook website. The settings aimed to protect privacy on social network sites are not under the control of the Operator, and they may be found and used on the site of such social networks.

B) Additionally, the web site and services related thereto may help the Participant to share the Participant's Personal Information with third parties directly, for example, by means of page framing that transmit content from Providers or to them or other persons, while maintaining the overview and perception of the website and services related thereto (hereinafter referred to as FRAMES).

C) The operator warns and makes the Participant aware that if the Participant decides to interact or to share any of his or her Personal Information, including his or her Personal Data, through such frames, the Participant will actually submit such information to third parties, but not to the Operator, therefore such actions are governed by the third party's policies, not by this Privacy Policy.

D) The Operator may, but it is not obliged to be liable for providing third-party developers (hereinafter referred to as THIRD-PARTY DEVELOPERS) with possibility to develop and to implement their applications by Blicico (Third-Party Applications) under Blicico-ICO. Every Third-Party Developer shall become a party under Blicico project, including Blicico Network and Blicico-ICO in the Partnership Program Agreement, which also contains restrictions on how they can get an access, store and use Non-Personal (Anonymized) and Personal Information provided by the Participant to them or to the Operator.

E) The Participant shall read this Privacy Policy accompanying any third-party's application and request any clarifications that may be necessary for the Participant before making a decision whether it is necessary to install and to use such applications or not. The Operator does not control, and it is not liable for any third party developer's actions or policies, and the Participant uses any application at his or her own risk.

F) The Operator may transfer the Participant's Personal information, including his / her Personal Data, in other ways than described above in accordance with the Participant's expressed consent in order to get rid of doubts, or if the Operator is legally obliged to do so.

G) The Operator may transfer, distribute, disclose or otherwise use information of Non-Personal (Anonymized) Nature at its sole discretion and without the need for subsequent consent.

24. Analytics

The Operator may engage providers and developers of third-party services, including Google which use first-level cookie-files (e.g. Google Analytics cookie) and third-party cookie (e.g. DoubleClick cookie) together in order to inform, to improve and to display advertisement based on the Participant's activities on the website, including Google Analytics for display advertising. The collected information may be used, but not limited to, for the purposes of analysis and data tracking, determination of the popularity of a certain content and better comprehension of online activity. If the Participant does not want any information to be collected and used by Google Analytics, the Participant may set up a waiver in his or her web-browser (<https://tools.google.com/dlpage/gaoptout/>) and (or) to refuse Google Analytics for display advertising or Google context and display network by using Google advertisement setting (www.google.com/settings/ads).

VII. THE USE BY THE OPERATOR OF COOKIES-FILES AND OTHER TRACKING TECHNOLOGIES

25. The OPERATOR uses certain technologies of monitoring and tracking together with its marketing, analytical and technological partners (such as cookies, web beacons, pixels, tags and scripts).

These technologies are used by the Operator in order to maintain, to provide and to improve the website operation and services related thereto on a regular basis, as well as in order to provide the Participant with comfortable and suitable terms and conditions of their use. The Operator is able to maintain and to monitor the Participant's preferences and inspection of authenticity of sessions in order to better protect the website and services related thereto in order to identify the Participant's technical problems, priorities and effectiveness of advertising campaigns, as well as to monitor and to improve the website overall performance and services related thereto due to such technologies.

26. It is necessary to download and to save the relevant data file (web cookie) on the Participant's device in order to ensure correct and stable operation of a particular technology for monitoring and tracking. The Operator uses a number of permanent cookies by default for authentication of session and of a user, security in order to preserve the Participant's preferences (e.g., language and settings per default) to monitor performance of the website and services related thereto, and to provide and to improve the work and (or) operation of the website and services connected therewith in participation in Blicico-ICO, including acquisition, receipt, storage, transmission, exchange and (or) any other use by the Participant of BLC tokens in any relevant jurisdiction.

27. Cookie file is a small text file saved on the hard drive of the Participant by the Operator's server. Cookies files contain information that can be later read by the Operator. No data collected by the Operator in this way may be used to identify any website visitor. The cookies files cannot be used to run programs or to infect the Participant's computer with

viruses. The Operator uses cookies files to monitor the use of the website, to collect non-personal information about the website users, to remember the Participant's preferences and other information on the Participant's computer in order to save the Participant's time due to excluding the need to repeatedly enter the same information and to display the Participant's personalized content in the course of his or her subsequent visits of the web site. This information is also used for statistical researches aimed to adjust the content according to the users' preferences.

28. "Web cookies" are a line of information which assigns the Participant a unique identification which the website stores on the user's computer and through which the Participant provides an access to the website each time the user sends a request to the website. We may use cookies files on the website to track services being used by the Participant, to record registration information about the Participant's login and password, to record the Participant's user settings in order to let him or her log in the website and make purchases much easier. The Company also uses web cookies to track pages that users visit during each session of the website in order to help the Company to improve the operation and use of the website. The Company analyzes and discloses information being in the aggregated form and collected by using web cookies in order to help the Company, its partners and other Blicico network users to better understand how the web-site is used.

29. The Operator does not support third-party's websites where there is information on deleting or controlling cookie files, and therefore the Operator cannot guarantee their accuracy, completeness or availability.

30. The deleting of cookie files or deactivation of future cookie files or tracking technologies may prevent from getting an access to certain resources or elements of the website and services related therewith or otherwise adversely affect the use of Blicico network and using experience in general and use of the website by the Participant.

PARTICIPANTS WHO DO NOT WISH TO USE "COOKIE" DATA FILES IN THEIR COMPUTERS SHALL NOT INSTALL WEB COOKIES BEFORE VISITING THE WEBSITE AND BE AWARE THAT CERTAIN POSSIBILITIES OF THE WEB-SITE CANNOT BE DULY OPERATED WITHOUT USING WEB COOKIES. THE WEBSITE USER WHO REFUSE TO USE "COOKIE" DATA FILES BEAR FULL RESPONSIBILITY FOR ANY RESULTS IN CASE OF LOSS OF FUNCTIONALITY.

31. The Operator and some Service Providers may use software called Clear Gifs (aka Web Beacons or transparent gifs) files, which helps the Operator and some Service Providers to improve the operation of the website and services related thereto by measuring their efficiency and performance.

32. "Web Beacons" is an object embedded in a web page or email that is usually invisible to the Participant (user) and allows operators of the website to check whether the user viewed a particular webpage or email or not. The Company may use web beacons on the website and in emails to count users who have visited particular pages, viewed emails and provided joint services. Web beacons are not used to access the Participant's personal identification data. This is the method that the Company may use to compile aggregated statistics about the use of the website. Web beacons collect only limited amount of information, including the quantity of web cookies, time and date of the page or e-mail

viewing, including description of a page or email, which contain the web beacons. The Participant may not refuse using web beacons. However, they can be ineffective, because they may reduce all web cookies or modify the Participant's browser settings in order to notify the Participant each time when the web cookie is filed in the auction, so that the Participant could accept or reject web cookie individually.

33. The Operator and some Service Providers may also use such tracking technologies known as Flash Cookies and HTML5, mainly for advertising purposes.

34. Behavioral Targeting / Retargeting

A) Some Service Providers and third-party advertisement networks may display advertisements on the website and services related thereto or manage the Operator's advertisement on other websites. The Service Provider may use certain tracking technologies aimed to collect certain information on the Participant's activities on third parties' services and various websites in order to provide the Participant with targeted advertising based on interests and preferences. The Participant may refuse receiving targeted advertisements of specific advertisers and advertisement networks by clicking on a specific link, but this may not be considered as a refusal to receive advertisements in general.

B) The Participant who subscribes to any services (including any of the Operator's newsletters, blogs, accounts of social networks or public events) and provides the Operator with the Participant's email address or any other contact information agrees to receive promotional mailings, messages or calls from the Operator or Service Providers, as well as the Operator's partners acting on behalf of the Operator by such means.

C) The Operator and his or her partners may call the Participant and (or) send him or her promotional emails or messages via email, SMS, private text messages, make marketing calls or use similar forms of communication. If the Participant does not wish to receive such advertising messages or calls, the Participant may notify the Operator thereof at any time or follow the instructions for unsubscribing contained in the advertising messages received by the Participant.

D) The Operator can contact the Participant in order to provide important information on the website and (or) on the use by the Participant of services related thereto, and his or her participation in Blicico-ICO, including acquisition, receiving, storage, transmission, exchange and (or) any other use by the Participant of BLC tokens. For example, the Operator may send a notification to the Participant (in any ways of communication available to the Operator) if a provision of certain services is temporarily suspended due to maintenance work; in response to a request received from the Participant to the support service department or via e-mail; the Operator may send to the Participant any reminders and warnings about current or overdue payments for the current or upcoming subscriptions; also notify the Participant of significant changes in the work of the website and in the use of the services related thereto.

E) The Participant may not refuse receiving the abovementioned messages, including messages about payment.

35. Aggregated Information

A) The Operator may combine personal information provided by the Participant and non-personal information provided by other users in the non-identifiable format, so that aggregated data are created in this way. The Company plans to analyze the aggregated data mainly to track group trends.

B) The Operator does not link aggregated user data with personally identifiable information, that's why aggregated data cannot be used to set a connection with the Participant or his or her identification. The Company will use the users' names instead of actual names in the process of creation of the aggregated data and analysis.

C) Anonymous aggregated data may be provided to Service Providers and Third-Party Developers, as well as other companies with whom the Operator interacts for statistical purposes and in order to track group trends, as well as to develop and to post targeted advertising on the website and on the websites of third parties.

D) The Operator may combine non-personal identifying information being collected and processed by the Operator with additional information not related to the Participant and collected from other sources.

E) The Operator may also transfer aggregated information to third parties, including advisors, advertisers and investors for the general business analysis. For example, the Operator may notify his or her advertisers of quantity of website visitors and of most popular functions or services. This information contains no personal identifying information and personal data of the Participant (s) and it may be used for development of the content and website services.

VIII. ACCESS, AMENDMENT AND DELETION OF PERSONAL INFORMATION

36. The Participant may at any time change, update, amend the Personal Information provided by the Participant to the Operator or its part by using the function of editing personal data of the Participant through user account settings on the website or in your personal section of services connected therewith.

37. If the Participant intends to get an access and (or) to ask the Operator to make changes to the Participant's Personal information, including in his or her Personal Data, which are kept by the Operator, or if the Participant intends to find out what Personal Information (if any) and Personal Data relating to him or her have been disclosed to third parties, including for the purpose of the direct marketing,- the Participant shall send corresponding e-mail to the Operator to privacy@blicico.com or send a request by registered letter or send a letter by registered mail or with declared value, including a list of attachments in these emails through a licensed and (or) certified postal operator and courier service that provides and (or) carries out postal services, including through "Pochta Rossii (Почта России)" Federal State Unitary Enterprise at: Prospekt Mira 49A (Forty nine A), office 26 (Twenty six), the city of Naberezhnye Chelny, Republic of Tatarstan, Russian Federation, postal code: 42380

38. The Operator undertakes to respond to letters, requests and other kinds of inquiries addressed to him or her and set out in the paragraph 36 of this Privacy Policy within a reasonable period of time and (or) in accordance with any applicable legislation.

39. At the request of the Participant, the Operator deactivates and (or) deletes the Participant's account and contact information from the Operator's active databases. Such information will be deactivated or deleted as soon as possible on the basis of the Participant's account activity in accordance with this Privacy Policy and applicable laws.

40. The Operator reserves the right to keep the Personal information in Blicico network files, including on the website in order to prevent fraud, the occurrence of problems, to assist law enforcement agencies in any investigations, to provide compliance with the Operator's legal interests. Therefore, the Participant shall not expect, and shall not file any claims to the Operator that the Participant's all Personal Information will be completely removed out of our databases in response to the Participant's queries. Moreover, we maintain additionally a history of amended information in order to investigate suspected fraud with the Participant's account.

41. The Participant may correct, update or remove certain parts of his or her Personal Information independently, or completely disable the user's account through the setups of his or her user's account on the website and services related thereto.

IX. PERSONAL INFORMATION SECURITY

42. The Operator takes necessary and sufficient organizational and technical security measures, including physical, electronic and procedural measures aimed to protect the Participant's Personal Information which the Participant shares with the Operator from illegal or accidental access, destruction, alteration, blocking, copying, distribution, as well as from other unlawful actions therewith by third parties.

43. The Operator regularly monitors its system for possible shortcomings and attacks, and the Operator is constantly searching for new ways and service providers for the further increase of safety and (or) operation of the website and the use of services related thereto, as well as provision and protection of the Participant's Personal Information, including his or her personal data.

44. The operator cannot and does not guarantee absolute protection and security of the Personal Information of the Participant despite the above measures and efforts, including personal data that the user provides to the Operator.

45. The Participant shall take into account that even the best safety measures cannot exclude all risks. The Operator shall take all legal and reasonable measures to ensure the Participant's Personal Information and personal data protection on the website in accordance with the paragraphs 41 and 42 of this Privacy Policy. However, the Participant bears sole responsibility for protection and security of his or her personal data and information provided to the Operator. The participant shall set reliable passwords for his or her account and to avoid providing the Operator with any particular information, the disclosure of which, in the Participant's opinion, may cause significant or irreparable damage to the Participant. The Participant shall immediately change the password, if the Participant get suspicious that someone has received an unauthorized access to his or her account in Blicico network and on the website. If the Participant loses control over his or her account, he / she shall immediately notify the Operator thereof.

X. TERMS AND CONDITIONS OF THE USE, AMENDMENT AND INTERPRETATION OF THE PRIVACY POLICY

46. The Participant's use of the website and participation in Blicico-ICO, including acquisition, receipt, storage, transmission, exchange and (or) any other use by the Participant of BLC tokens in any relevant jurisdiction, and any disputes arising thereout are subject to this Private Policy, as well as to the rules and terms and conditions of participation in Blicico-ICO and use of Blicico network, as well as of the requirements and provisions (legal) of law documents regulating participation in Blicico-ICO and the use of Blicico network, including the disclaimer, liability limitation and amount of reimbursement.

47. The law of the Russian Federation applies to this Privacy Policy and relations of the Parties arising out in connection herewith which means that this Privacy Policy, its interpretation and any claims and disputes regarding this Privacy Policy in its present edition as a document are governed by, construed and executed solely in accordance with the current legislation of the Russian Federation, without taking into consideration of its conflict of law principles, and shall be settled exclusively by the appropriate federal court of general jurisdiction or court of general jurisdiction of the constituent entities of the Russian Federation.

48. The Operator reserves the right to change or to amend this Privacy Policy partially or completely from time to time. In this regard the Operator asks the Participant to regularly read this Privacy Policy in order to be aware of how the Operator protects the Participant's Personal Information. The Participant may read the current edition of this Privacy Policy by clicking on "Privacy Policy" hypertext link at the bottom of the website home page. In many cases the Operator may also change the date stated at the beginning of the Privacy Policy when amending this Privacy Policy, and the Operator shall not notify of other amendments made to the Privacy Policy edition and the Operator shall not and may not send such a notification to the Participant. However, if amendments made are significant, the Operator will take all possible measures to notify the Participant of such amendments: or download a preliminary notice concerning such changes on the website; or directly send a notification to the Participant via e-mail. The continued use by User of the website and access thereto mean unconditional and full acceptance of such amendments.

49. The operator is entitled to amend this Privacy Policy to record changes of collection, processing, use and saving, disclosure and transfer of the Participant's Personal Information and his or her personal data.

50. The date of the last update is specified in the last applicable (acute) edition when making amendments. The Privacy Policy new edition enters into legal force from the moment of its posting, unless otherwise provided by the Privacy Policy new edition. The current version is always available on the webpage at: privacy@blicico.com.

If the Operator considers that the changes being introduced are significant (at the Operator's sole and fair discretion), the Operator shall notify the Participant thereof by one of the methods specified in this Privacy Policy until such changes take effect.

51. The Operator warns about and makes the User aware of the fact that the Participant shall regularly review the above page in order to obtain acute information about the Privacy Policy.

52. The latest version of this Privacy Policy applies to all information that the Operator has about the Participant, including Personal Information about him and his or her personal data, except as otherwise expressly provided.

53. This Privacy Policy is made up in Russian and English and may be translated into other languages for the convenience of the use by the Participant of the website, and (or) its participation in Blicico-ICO, including acquisition, receipt, storage, transmission, exchange and (or) any other use by the Participant of BLC in any relevant jurisdiction. The Participant can access and browse other language versions by changing the language setting of the web-site.

54. If any translated version (other than Russian) of this Privacy Policy current edition conflicts with its Russian version in any way, the provisions of the Russian version prevail.

XI. FINAL PROVISIONS

55. The termination of the Privacy Policy in its edition does not release the parties from liability for violation of obligations arising here out and does not result in non-application of the relevant state measures of liability provided hereby and (or) by legislation (jurisdiction) of the states concerned.

56. If the court of the Russian Federation acknowledges any provision of this Privacy Policy as void or impossible to execute regarding to any circumstances, this provision shall be fulfilled in the manner as much accepted by the law as possible, while all other terms and conditions of this Privacy Policy in its current edition remain in full force and effect despite the abovementioned issue.

57. If any of the Privacy Policy provisions in this current edition is void within its validity term due to the change of the Russian Federation legislation, the remaining provisions of this Privacy Policy shall be binding on the parties during validity term of this Privacy Policy in the current edition.

58. All negotiations, agreements and correspondence of the Parties prior to execution of the actions described herein shall be invalid and cannot be used as evidence in case of a dispute and for the purpose of interpretation of this Privacy Policy text in the present edition since the moment of performance by the Participant of his or her actions listed on ico.blicico.com and aimed for participation in Blicico-ICO, and the further acquisition of BLC.

59. The parties shall follow the applicable principles in the process of performance by them of their obligations specified in this Privacy Policy in its current version that the obligations shall be fulfilled by the parties in good faith.

60. No one has the right to demand from Blicico network user, Blicico-ICO Participant and (or) BLC owner who has confirmed that he or she has read and understood the content of this Privacy Policy in the present edition, and who has expressed his or her

full consent to all the terms and conditions defined and specified in the present Privacy Policy to take actions that are contrary to the provisions and standards of the International Law and current legislation of the Russian Federation.

61. The User expresses its full and unconditional acceptance of this Privacy Policy in its current version and rules specified hereby, including the rules determined hereby, as well as assumes all responsibility that may be imposed to him or her by using ico.blicico.com site and by continuing to use Blicico network, including by performing actions specified on the website and intended to register and to participate in Blicico-ICO.

XII. FEEDBACK

62. The user has the right to and may submit all recommendations or questions regarding this Token Sale Policy to support the Operator's Support Department by e-mail: support@blicico.com; or in writing on paper at: Prospekt Mira 49A (Forty nine A), office 26 (Twenty six), the city of Naberezhnye Chelny, Republic of Tatarstan, Russian Federation, postal code: 42380; or by calling the subscriber's number: +7(937) 598-83-17.