



Orica Privacy Policy

Version 1.2

Last updated: 15 December 2021

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A. Introduction

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

All Marketplace Participants (individually "Artists," "Owners," "Collectors," "You," and "Users") must review and accept this [Privacy Policy](#), our [Terms of Use](#), the [Auction Terms of Use](#), the [Community Guidelines](#) and the [Copyright Community Guidelines](#) (collectively, "Terms") before access and participation in any way on the Orica Platform. Your use of the Orica Platform is strictly subject to these legally binding documents.

BY ACCESSING OR USING THE SITE, SERVICES, OR SMART CONTRACTS YOU ARE EXPRESSLY ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, YOU ARE PROHIBITED FROM ACCESSING, USING, OR TRANSACTING

ON THE SITE OR PLATFORM, YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE OTHERWISE LEGALLY PERMITTED TO USE THE SERVICES IN YOUR JURISDICTION AND THAT ORICA IS NOT LIABLE FOR YOUR COMPLIANCE WITH SUCH APPLICABLE LAWS.

The orica.io website and mobile application (collectively the "Service") are owned and operated by Orica Platforms LTD (BVI company number 2084034, registered at Intershore Chambers, Road Town, Tortola, British Virgin Islands).

B. Interpretation and Definitions

1. Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

2. Definitions

For the purposes of this Privacy Policy:

- You mean any individual accessing or using the Service, or any company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- Orica Platforms LTD (BVI company number 2084034) further in this Privacy Policy refers to as either "Orica", "We", "Us" or "Our".
- Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- Account means a unique account created for You to access our Service or parts of our Service.
- Website refers to [Orica](#), accessible from <https://orica.io>.
- Service refers to the [Website](#) and mobile application.
- Country refers to: British Virgin Islands.
- Service Provider means any natural or legal person who processes the data on behalf of Orica. It refers to third-party companies or individuals employed by Orica to facilitate the Service, to provide the

Service on behalf of Orica, to perform services related to the Service or to assist Orica in analyzing how the Service is used.

- Third-party Social Media Service refers to any website or any social network website through which a User can log in or create an account to use the Service.
- Personal Data is any information that relates to an identified or identifiable individual.
- Cookies are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

C. Collecting and Using Your Personal Data

3. Personal Data

While using Our Service, we may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Usage Data

4. Information You give Us

- **Communicating with us.** In general, you can visit the Site without telling us who you are or revealing any information about yourself. However, if you correspond with us through our Contact Us page, by phone, email or otherwise, we will retain the Personal Information that you provide. This includes Personal Information you provide when participating in discussion boards or social media functions on the Site, and when you report a problem with the Site.
- **Communicating with other users.** Users can contact sellers to negotiate a sale or make a purchase by contacting the seller using a telephone number displayed on the Site which is operated by us. When a user connects with a seller by telephone that call may be recorded by us to log transactions and for training and quality assurance purposes.
- **Creating an account.** To take advantage of some of our services you are required to register and create an account via the “Sign Up” page on our Site. When you open an individual account at the Website, we ask you to provide Personal Information (such as your name, shipping address, billing address, phone number, email address, payment information, profile, preferences, communication preferences, professional and business affiliation where relevant, and contact information). All Website account holders are required to create a user password that, combined with your login email address, allows access to your account. This Personal Information is used to identify you as a Website registered user.
- **Saving an item.** Users may save items to their favorites by clicking the heart or folder icon for an item. If you have created an account, your saved items are stored in the favorites folders associated with your account. Items are saved until you remove them.
- **Facebook log-in.** As part of our services, we offer you the option of creating an individual account at the Website using your Facebook profile. If you select this option, we will automatically collect selected Personal Information about you from your Facebook account. The Personal Information we

collect depends on your privacy settings for sharing such Personal Information, and may include name, profile picture, age range, gender, language, country and other public information.

- **Google Sign-in.** As part of our services, we offer you the option of creating an individual account at the Website using your Google profile. If you select this option, we will automatically collect selected Personal Information about you from your Google account. The Personal Information we collect depends on your privacy settings for sharing such Personal Information, and may include name, email address, language preference, and profile picture, and other public information; however, the only information that will be stored will be your name and email address.
- **Creating a seller account.** When you open a seller account at the Website, you will also be required to provide Personal Information such as information about your company and any information you see in the requirements. You will also be asked to provide references which may include Personal Information relating to third parties. Please ensure that those third parties have consented to the use of their Personal Information by Orica for the purposes of confirming your identity or the identity of your company.
- **Making a purchase.** Orica is a marketplace offering a forum for sellers to offer items for sale, and for buyers to browse and make purchases. When you make an offer, we will ask you to provide credit card or other payment details as well as shipping information for orders.
- **Reviews.** Registered users may choose to write reviews and have them posted on the Site; others wishing to post a review must register and provide their name and contact information including email and postal addresses. Reviews will include the first name and last initial and shipping location of the reviewer. Reviews must comply with our Terms of Use. Information posted in reviews becomes public information. The use that any third party makes of this information is beyond our control. Please use caution before disclosing any information in a review that you do not want to become public.

5. Information we collect about you

With regard to each of your visits to the Site we automatically collect the following information:

- **Technical Information.** This includes browser type and version (e.g. Internet Explorer, Firefox, Chrome, Safari), operating system (e.g. Windows, Macintosh), IP address, device type, time zone setting and Internet domain (e.g. AOL, Hotmail).
- **Information about your visit.** This includes the pages you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number.
- **Location information.** Orica asks mobile users whether they will permit us to collect information about their location. We collect location information only from mobile users who have agreed to provide that information.
- We do not treat this information as Personal Information, except where the information can identify You when associated with other Personal Information we hold or where we are required to do so under applicable law.

6. Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the

time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, we may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

D. Use of Your Personal Data

7. Processing

We use your Personal Data according to the terms of the Privacy Policy and Terms of Use in effect at the time of our use. We will process your Personal Data where (1) you have provided your consent, which can be withdrawn at any time, (2) where the processing is necessary for the performance of a contract to which you are a party (for example, we will share your Personal Information with sellers with whom you have entered into a transaction), (3) where we are required by law, (4) where processing is required to protect your vital interests or those of another person, or (5) where the processing is necessary for the purposes of our legitimate commercial interests, except where such interest are overridden by your rights and interests.

a) We may process the Personal Data you provide to us for the following purposes as is necessary for the performance of a contract (e.g. a transaction) to which you are party, or to answer questions or take steps at your request prior to entering into a contract:

- to administer or otherwise carry out our obligations in relation to any agreement to which we are a party;
- to provide information on the products or services of our registered sellers with whom you are placed in touch in connection with a prospective purchase;
- to assist in completing a transaction or order;
- to allow tracking of delivery;
- to facilitate the preparation and processing of invoices;
- to respond to your inquiries and to provide you with the information, products and services that you request from us;
- to create and manage our customer accounts;
- to notify you about changes to our services and products;
- to prepare and process invoices;
- to provide after-sales customer relationship management; and
- to contact you as necessary.

b) We may process the Personal Data you provide to us for the following purposes as is necessary for certain legitimate interests, or where you have given your informed consent to such processing if required by applicable law (such consent can be withdrawn at any time):

- to send you communications about (1) our own products and services, (2) products and services offered by sellers or advertisers through Our Service and (3) products and services of third parties (those not offered by sellers through Our Service) that we think you may find of interest, provided you

have given your consent;

- to verify you are eligible for any promotions and/or are a member of any trade rewards program which you participate in;
- to administer any trade reward program, other loyalty program, promotion, contest, survey, or competition;
- to offer our products and services in a personalized way, for example, we may provide suggestions based on previous requests to identify suitable products and services more quickly; and
- to create products or services that may meet your needs.

c) We may process the Personal Data we collect (which we shall endeavor to anonymize where practicable consistent with our business needs) for the following purposes as necessary in our legitimate business interests (provided such interests are not overridden by your interests or fundamental rights):

- to verify that you qualify as a member of Our Service;
- to monitor quality control and ensure compliance with any and all applicable laws, regulations, codes and ordinances, for example, in response to a request from a court or regulatory body, where such request is made in accordance with the law;
- to resolve any disputes;
- to ensure the security of your account and our business, preventing or detecting fraud, malicious activity or abuses of our Service, for example, by requesting verification information in order to reset your account password;
- to develop and improve our products and services, for example, by reviewing visits to our Service and its various subpages, demand for specific products and services and user comments;
- to administer the Service and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to enforce or apply our Terms of Use and other agreements you have entered into; to improve the Service and to customize the content you see on the Service; as part of our efforts to keep the Service safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; and
- to do internal research on our Service visitors' interests and behaviors to better understand and serve our members.

We use email as the primary form of communicating transactional and relationship information with registered sellers and registered Site users. We may send mobile users notifications through the application but only if the user has agreed to receive notifications from us in their preferences. Communication preferences can be changed via "Account Information" at any time. We may also use your email addresses to provide these communications.

When users of the Service wish to negotiate a sale with sellers or make a purchase from a seller they may do so by contacting the seller through communication services operated by us. When a user connects with a seller that communication may be recorded by us to log transactions and for training and quality purposes. We may use a carefully selected third party to carry out such recordings, evaluation, and transcription services on our behalf. If a user or seller does not agree to this when notified of this fact by us at the beginning of a communication, the communication should be terminated. No recordings are shared with third parties other than as described in this Privacy Policy, and we take steps to eliminate Personal Data from such records.



8. Retention

Orica will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

Orica will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

E. Disclosure of Your Personal Data

9. Security

As a registered user of the Service, you are responsible for maintaining the confidentiality of your username and password. Please keep your user ID and password confidential.

If you share your computer, we recommend that you log-out and close your browser window after visiting the Service in order to protect the confidentiality of your Personal Information including your credit card information, your offer status and buying history.

You agree to accept responsibility for all activities that occur under your account or password. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We reserve the right to refuse service, terminate accounts, or remove or edit content at our sole discretion.

We use reasonable physical, electronic, and administrative safeguards to help us protect the security, integrity and confidentiality of data stored on our system. The Service encrypts your credit card number and other Personal Information using Transport Layer Security (TLS) technology to provide for the secure transmission of the Personal Information from your PC to our servers.

Except as specified in this Privacy Policy, we use commercially reasonable efforts to limit access to your Personal Information to the employees, officers, third-party contractors, and strategic partners of Orica who need the Personal Data in order to perform their duties.

TLS is an industry-standard protocol for encryption over the Internet. While no system is 100% secure, we believe that the measures we have implemented minimize the risk of a security breach to an appropriate level given the types of Personal Data involved. Please note that any Personal Data you provide us by email is unencrypted.

Please note that transmission of Personal Data via the internet is not completely secure and although we will endeavor to protect your information, we cannot guarantee the security of your information transmitted to our Site; any transmission is therefore at your own risk. However, once we have received your information, we will use procedures and security features to try to prevent unauthorized access.

10. Opt-out

If you do not wish to receive offers or other notices from us in the future, you can “opt-out” by changing your communication preferences in “My Account” or by contacting us at the address indicated at the end of this policy. We will try to complete your request as promptly as possible. You can elect not to receive emails from us either by “unsubscribing” to an email you receive or by contacting us as indicated below.



Any changes will affect only future uses of your information.

11. Sharing

Orica does not sell, share, trade or give away Personal Data other than as described in this Privacy Policy, or unless you provide prior consent.

We reveal your Personal Data to unaffiliated third parties when you request or authorize it, or to help complete a transaction for you which you have requested.

When you use our Service to enter into a transaction or correspond with another individual or business registered as a seller on our Service, we provide your Personal Data to that other party in order to facilitate the transaction or the correspondence you have requested. Once your offer is submitted, your Personal Data will be delivered by Orica to that seller, and your order will be placed.

Third parties who will have access to your Personal Data include (without limitation) sellers selling items on the Service that you have contacted or made a purchase from, shipping companies, and payment processors completing a transaction at your request.

Sellers from whom you purchase items will have their own privacy practices regarding the information they receive. We encourage you to read such applicable privacy policies. We are not responsible for the processing of your Personal Information by such third parties.

We may share your Personal Data with other companies or agents who have been carefully selected and who perform functions on our behalf (e.g., analyzing data, IT and network services, providing marketing assistance, providing customer service, processing orders, shipping or customs agents etc.).

We will only transfer your Personal Data to trusted third parties who provide sufficient guarantees in respect of the technical and organizational security measures governing the processing to be carried out and who can demonstrate a commitment to compliance with those measures.

Where third parties are processing Personal Information on our behalf, they will be required to agree, by contractual means or otherwise, to process the Personal Information in accordance with applicable law.

These companies may use your information for their own purposes including marketing to you where you have consented to receive notifications relating to their products and services. We may also disclose your Personal Data to comply with the law, applicable regulations, governmental and quasi governmental requests, court orders or subpoenas, to enforce our Terms of Use or other agreements, or to protect our rights, property or safety, or the rights, property or safety of our users or others, such as in connection with suspected illegal activity in connection with our Service, products or services (e.g., sharing Personal Data with a consumer reporting agency for fraud protection etc.). We reserve the right to release Personal Data to law enforcement or other government officials, as we, in our sole discretion, deem necessary or appropriate.

12. Law enforcement and other legal requirements

This may also include sharing Personal Data with governmental entities, or third parties in response to subpoenas, court orders, other legal process, or as we believe is necessary to exercise our legal rights, to defend against legal claims that have been brought against us, to defend against possible legal claims that we determine in our sole discretion might be brought against us, to investigate and help prevent security

threats, fraud or other malicious activity and to protect the rights or personal safety of Orica's employees and third parties (including sellers and buyers).

13. Business Transactions

In the event of a corporate transaction, such as the purchase, sale or other transfer of all or part of our services or assets, we may transfer your Personal Data along with those assets or services to a prospective transferee. In the event of an insolvency, bankruptcy or receivership, such Personal Data may also be transferred as a business asset. If another company acquires any of our corporate entities, businesses or assets, that acquiring company may acquire your Personal Data. We do not guarantee that any entity receiving such Personal Data in connection with one of these transactions will comply with all of the terms of this Privacy Policy following such transaction. However, it is our practice to seek reasonable protection for Personal Data in these types of transactions.

14. Detailed Information on the Processing of Your Personal Data

Service Providers have access to Your Personal Data only to perform their tasks on Our behalf and are obligated not to disclose or use it for any other purpose.

15. Accessing and modifying your Personal Data

You are required to provide us with accurate and up to date Personal Information. Orica gives you the ability to amend your Personal Data at any time by accessing your account on our Service, modifying the Personal Data on your account page, acknowledging our Terms of Use by clicking on the box at the bottom of the page and then clicking on submit.

If you do not want to share search terms, or items you have viewed, saved, or purchased history with sellers you contact, you can send us an email to support@orica.io.

Subject to any legislation which might, from time to time, oblige us to store the Personal Data for a certain period of time, we will respect your wishes to correct inaccurate Personal Data. Otherwise, we will hold your Personal Data for no longer than is necessary in connection with our aims as detailed in this Privacy Policy.

You can ask us whether we are keeping Personal Data about you and you can ask to receive a copy of that Personal Data. Before sending you any Personal Data, we will ask you to provide proof of your identity. If you are not able to provide proof of your identity, we reserve the right to refuse to send you any Personal Data. We will respond as quickly as we reasonably can to your requests for details of Personal Data we hold about you.

16. Analytics

We may use third-party Service providers to monitor and analyze the use of our Service.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualise and personalise the ads of its own advertising network.

You can opt-out of having made your activity on the Service available to Google Analytics by installing the

Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js and dc.js) from sharing information with Google Analytics about visits activity.

For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <https://policies.google.com/privacy?hl=en>

17. Usage, Performance and Miscellaneous

We may use third-party Service Providers to provide better improvement of our Service.

18. Invisible reCAPTCHA

We use an invisible captcha service named reCAPTCHA. reCAPTCHA is operated by Google. The reCAPTCHA service may collect information from You and from Your Device for security purposes. The information gathered by reCAPTCHA is held in accordance with the Privacy Policy of Google: <https://policies.google.com/privacy?hl=en>

F. Final dispositions

19. Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, you will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

In particular, this may apply for merchant sites where you select items for purchase or payment sites where you pay for your purchases.

Please note that our payment processors are independent from Orica and require us to inform you of the following: (i) where engaged as a payment processor, is an independent Controller of Information processed; (ii) this is a link to the [Metamask](#) Privacy Policy, and you should also review the [Metamask](#) terms and conditions available from [Metamask](#); and (iii) you may exercise your data subject rights in connection with the payment processing services provided by [Metamask](#) (the "[Metamask](#) Services") directly according to the instructions described in the [Metamask](#) Privacy Policy (link is in this paragraph, above); (iv) For conducting cryptocurrency transactions we use third-party electronic wallet extensions such as (but not limited to) MetaMask, Fortmatic, and Walletconnect; your interactions with MetaMask and/or any third-party electronic wallet extensions are governed by the applicable privacy policies ([MetaMask](#), [Fortmatic](#), [Walletconnect](#)).

We may also allow third party sites or applications to link to the Site. We are not responsible for the privacy practices of any third parties or the content of linked sites, but we do encourage you to read the applicable privacy policies and terms and conditions of such parties or websites.

This Privacy Policy only applies to Orica's Sites.

20. Changes to this Privacy Policy

We may update our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.



We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

21. Feedback

To contact us with ideas on how we can improve Orica, strengthen the community, or if you have any questions about our policies and guidelines, please email us at support@orica.io.

You may first want to check out our [Terms of Use](#), the [Auction Terms of Use](#), the [Community Guidelines](#) and the [Copyright Community Guidelines](#)

PLEASE SAVE A COPY OF THESE POLICY FOR YOUR RECORDS AND PLEASE CHECK THE SITE WITH REASONABLE FREQUENCY FOR ANY CHANGES TO THESE TERMS.