

Cookie Policy

Effective date: 08/26/25

This Cookie Policy explains how **EasyBTC Technologies LLC** ("EasyBTC", "we", "us") uses cookies and similar technologies on our websites and apps (the "Services"). It should be read together with our Privacy Policy.

We use:

- **Essential cookies** – required for core functions (authentication, security, load balancing, user preferences necessary to provide the Services). These are always on.
- **Analytics/performance cookies** – help us understand usage and improve the Services (aggregated metrics, error diagnostics). Set only with your consent where required by law.
- **Functional cookies** – remember optional settings and enhance features (e.g., language). Set with consent where required.
- **Marketing/advertising cookies** – (currently **not used**; if introduced, will be set only with consent and listed here).

We do **not** sell personal data. We do **not** run programmatic ad networks.

1) What are cookies?

Cookies are small files placed on your device that store information to enable or improve functionality. Related technologies include local storage, SDKs, and pixels.

2) Cookies we use (examples)

Replace placeholders with your actual stack before go- live.

Essential

- `__Host-session` – session token; auth & security; expires on logout/24h; first- party.
- `csrf_token` – request forgery protection; session; first- party.

Analytics

- `ga_*` (Google Analytics 4, if used) – usage analytics; 1–24 months; third- party/first- party per setup.
- `plausible_ignore` (Plausible opt- out) – remembers opt- out; 12 months; first- party.

Functional

- `locale` – stores UI language; 12 months; first- party.

Marketing

- *(none at this time)*

A detailed, auto- generated table can be provided in- app.

3) Legal bases

Where required by law (e.g., EU/UK), we use **consent** for non- essential cookies (analytics, functional, marketing). Essential cookies rely on **legitimate interests** to provide the Services.

4) Managing cookies

- **Banner/Preferences:** You can accept, reject non- essential, or customize via our in- product cookie banner and settings at any time.
- **Browser controls:** You can also delete or block cookies via your browser. Blocking essential cookies may break the Service.

- **Global Privacy Control (GPC):** If your browser sends a **GPC** signal, we treat it as an opt- out from non- essential cookies in supported regions.
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5) International

If you are in the EU/UK, we will not set non- essential cookies until you consent. You can withdraw consent any time in settings.

6) Updates

We may update this Cookie Policy from time to time. We will post the updated version and indicate the effective date.

7) Contact

privacy@easybtc.app

Cookie Banner Copy (ready- to- use)

Title: Cookies help us run EasyBTC

Body (EU/UK): We use essential cookies to make this site work. With your permission, we'll also use analytics and functional cookies to understand usage and improve features. We won't set non- essential cookies unless you enable them. See our [Privacy Policy](#) and [Cookie Policy](#).

Buttons:

- *Accept all*
- *Reject non- essential*
- *Customize*

Customize modal (toggles):

- Essential — **Always on**
- Analytics — On/Off
- Functional — On/Off
- Marketing — On/Off (if used later)

Body (Rest of World): We use essential cookies for core features and, with your permission where required, analytics to improve EasyBTC. Manage your choices any time in settings. See our [Privacy Policy](#) and [Cookie Policy](#).

US (CPRA) footer link: *Do Not Sell or Share My Personal Information* (if you later introduce ads/marketing cookies).

Data Processing Addendum (DPA) — Short Form

Version: v0.1

Parties: (1) EasyBTC Technologies LLC (Controller) and (2) [Vendor legal name] (Processor).

Effective date: [date]

1) Subject matter & duration

Processor will process Personal Data on behalf of Controller to provide: **[describe service, e.g., cloud hosting / analytics / KYC]**. The DPA remains in force while Processor processes Personal Data for Controller.

2) Roles & instructions

Controller is the **Controller** of Personal Data; Processor acts only on documented instructions from Controller, including regarding international transfers.

3) Nature & purpose; categories of data

- **Nature/Purpose:** provisioning, operation, support, security, and improvement of the contracted services.
- **Data subjects:** end- users, admins, site visitors, support contacts.
- **Categories:** identifiers (name, email, IP, device IDs), account data, usage logs, billing metadata; if applicable, verification data and sanctions screening results (for KYC providers); no payment card PANs are shared with non- payment vendors.

4) Confidentiality

Processor ensures personnel are bound by confidentiality and trained in data protection.

5) Security

Processor maintains appropriate **technical and organizational measures** ("TOMs") appropriate to the risk, including: encryption in transit and at rest where reasonable, access control and least privilege, logging and monitoring, vulnerability management, availability/backup measures, and secure development practices. See **Annex 2**.

6) Sub- processors

Processor may engage sub- processors with prior authorization (general). Processor will impose data protection obligations materially no less protective than this DPA and will remain liable for sub- processors' acts and omissions. Processor will maintain a public or provided list of sub- processors and notify Controller of material changes with an opportunity to object.

7) International transfers

Where applicable laws (e.g., GDPR/UK GDPR) require transfer safeguards, the parties incorporate the **Standard Contractual Clauses (SCCs)** (Controller- to- Processor) by reference, with details in **Annex 1**. For UK, apply the UK Addendum/UK IDTA as appropriate.

8) Assistance

Processor will assist Controller in responding to data subject requests, security incidents, DPIAs, and consultations with authorities, taking into account the nature of processing and available information.

9) Personal Data Breach

Processor will notify Controller **without undue delay** (and in any case within **72 hours** of becoming aware) of a Personal Data Breach affecting Controller's data, and will provide updates and cooperation to facilitate remediation and notifications.

10) Return or deletion

Upon termination, Processor will **delete or return** Personal Data (at Controller's choice) and delete existing copies unless applicable law requires storage.

11) Audits

Processor will make available all information necessary to demonstrate compliance and allow for audits by Controller or a third- party auditor mandated by Controller, subject to reasonable confidentiality, notice, and frequency limits.

12) Liability & governing terms

Liability caps/exclusions follow the parties' main agreement. This DPA is governed by the law and forum of the main agreement; if none, **State of Wyoming, USA**.

Annex 1 — SCCs (summary mapping)

- **Module:** Controller → Processor.
- **Clauses:** as published by the EU Commission 4 June 2021.
- **Data exporter:** EasyBTC Technologies LLC (Controller).
- **Data importer:** [Vendor].
- **Annex I.A/B/C:** completed with the details from §§1–3 above and Annex 2.

Annex 2 — Security Measures (TOMs)

- **Access control:** SSO, MFA, role- based access, least privilege, quarterly access reviews.
- **Data at rest & in transit:** encryption (TLS 1.2+; AES- 256 where applicable); key management with restricted access.
- **Network security:** firewalls, WAF/CDN, network segmentation, secure secrets storage, rate limiting.
- **Application security:** code reviews, dependency scanning, static/dynamic testing, vulnerability management with defined SLAs, separate environments.
- **Operations:** backups, disaster recovery/RTO targets, monitoring/alerting, logging and audit trails.
- **Personnel:** background checks where lawful, security training, confidentiality agreements.
- **Incident response:** documented IRP, escalation on call, breach notification playbook.

Annex 3 — Sub- processors (example list)

Replace with your actual vendors before signature.

- **Stripe, Inc.** – payments (processor).
- **[Cloud provider: e.g., Amazon Web Services / Google Cloud / Microsoft Azure]** – hosting, storage.
- **[KYC provider: e.g., Persona / Sumsub / ComplyAdvantage]** – identity verification and sanctions screening.
- **[Analytics: e.g., Google Analytics / Plausible]** – product analytics.
- **[Comms: e.g., SendGrid / Mailgun / Postmark]** – transactional emails.

Signatures

Controller: EasyBTC Technologies LLC

Name: _____

Title: _____

Date: _____

Processor: [Vendor legal name]

Name: _____

Title: _____

Date: _____