

GuardiaNN.ai Privacy Policy

Version 1.3. Effective date: the day this version is published on the Platform. The Platform shows that date in its notice of this update and in the privacy section of your account settings.

Key points

- NNN COMMUNITY LTD is the controller of your personal data on GuardiaNN.ai.
- We process only what we need: your e-mail address, handle, password (stored only in hashed form), profile photo, wallet address if you connect one, the content you publish, your Credit purchases, the swaps you make through the Platform, the questions you ask our AI features and what GuardiaNN AI remembers about you, the notifications we send you, if you connect Telegram your Telegram identifiers, if you connect your NNN Community account its account identifier and display name/@handle, and technical data such as your IP address.
- Your handle, profile photo and the content you publish are public.
- We do not sell your personal data and do not use it to build advertising profiles.
- You can access, correct and delete your data and object to its processing by writing to privacy@nnn-community.com.
- Data recorded on a blockchain cannot be changed or deleted by anyone, including us.

What changed in version 1.3

- NNN account connect: how you can link your GuardiaNN.ai account to an account on the NNN Community platform, and what we share once you do so that a qualifying vote can give the linked author NNN karma (Section 2.19).

Version 1.2 added GuardiaNN AI's memory and its model provider (Sections 2.4 and 2.16 to 2.18). Version 1.1 added notifications, Telegram, the e-mail delivery status, the wallet page, wallet and perpetual futures alerts and how long we keep their data (Sections 2.7 to 2.15, 4.1 and 5).

1. Who is responsible

1.1 The controller of your personal data is NNN COMMUNITY LTD, registration number 139736, Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 ("we", "us").

Contact for personal data matters: privacy@nnn-community.com.

1.2 Our representative in the European Union under Article 27 of the General Data Protection Regulation ("GDPR") is LUCORP s. r. o., company ID (IČO) 51878143, with its registered office at Budatínska 3230/16, 851 04 Bratislava, Slovak Republic, e-mail: info@lucorp.eu. Data subjects and supervisory authorities can contact our representative, in addition to or instead of us, on all issues related to the processing of personal data.

1.3 GuardiaNN.ai (the "Platform") is operated on our behalf by TRIPLE N COMMUNITY - FZCO, Dubai, United Arab Emirates (the "Platform Operator"), which processes personal data as our processor.

1.4 Terms used in this Privacy Policy, such as "Credits" and "User Content", have the meaning given in the GuardiaNN.ai Terms of Service.

2. What we process, why and for how long

Data	Purpose	Legal basis	How long we keep it
Account data: e-mail address, handle, password (hashed), profile photo (optional); if you sign in with Google or X, the identifier of that account and, for Google, its e-mail address; two-factor authentication data (encrypted) and recovery codes (hashed)	Creating and running your account, logging in, securing your account, communicating with you about the Services	Performance of the contract (Art. 6(1)(b) GDPR)	While your account exists. When you delete your account, we delete or irreversibly anonymise it 30 days after your request (you can cancel the deletion during that period). Sign-ups whose e-mail address is never verified are deleted after 7 days.
Wallet address and the messages you sign with your wallet, if you connect a wallet	Proving that you control a wallet, for example one linked to a project; showing your balances, positions and transactions; features that use the wallet	Performance of the contract (Art. 6(1)(b) GDPR)	While the wallet is linked to your account. We do not store your signatures. Blockchain records remain public.
User Content: articles, comments, reviews, votes, reports and project information	Publishing your content, moderation, handling notices and complaints	Performance of the contract; our legitimate interest in a safe and lawful Platform (Art. 6(1)(b) and (f) GDPR)	While published; records of removed content and moderation decisions for 6 months after the decision
Credit purchases: date, amount, Credits used, the paying wallet address, the transaction hash and the payment reference that identifies your account	Selling Credits, providing paid features, accounting and tax	Performance of the contract; legal obligation (Art. 6(1)(b) and (c) GDPR)	10 years after the end of the year of the purchase, as required for accounting and tax records; after you delete your account, without your name, e-mail address or handle
Swaps: wallet address, the tokens and amounts of your quotes and swaps, transaction hashes and, if you are signed in, your account	Providing quotes, preparing the transactions you sign, accounting for our fee and showing your positions	Performance of the contract (Art. 6(1)(b) GDPR)	Individual swap records for 24 hours, then only aggregated statistics without personal data; the list of tokens you swapped while your account exists
Communications: e-mails and messages to support, complaints, notices and requests	Answering you, handling complaints, notices and requests	Performance of the contract; legal obligation; legitimate interest in handling requests (Art. 6(1)(b), (c) and (f) GDPR)	3 years after the matter is closed

Data	Purpose	Legal basis	How long we keep it
AI features (GuardiaNNN AI): your questions, the answers, the chart and market data of the token you are viewing, and what GuardiaNNN AI remembers about you (Section 2.16)	Answering your questions in the AI feature and adapting its answers to you	Performance of the contract (Art. 6(1)(b) GDPR); your explicit consent for a note about your health, mental state or financial difficulties (Art. 6(1)(a) and 9(2)(a) GDPR; Section 2.17)	Your conversation for 48 hours after your last question; the memory while your account exists or until you ask GuardiaNNN AI to forget it; a sensitive note waiting for your confirmation for up to 1 hour
Platform features: watchlist, bookmarks, the alerts you set and their history, event reminders and notification settings	Providing these features	Performance of the contract (Art. 6(1)(b) GDPR)	While your account exists, or until you delete them; the history of your alerts and alerts that have ended, for up to the periods in Section 2.15
Notifications: the notifications we send you (in the bell on the Platform, by e-mail and by Telegram), your choice of channels for each category, the e-mail delivery status of your address and, if you connect Telegram, the Telegram data in Section 2.10	Telling you about the events you follow and about your account, in the channels you choose	Performance of the contract for the notifications you switch on; our legitimate interest for security e-mails and the delivery status; legal obligation for moderation notices where the Digital Services Act applies (Art. 6(1)(b), (c) and (f) GDPR; Section 2.14)	For up to the periods in Section 2.15
Technical data: IP address, device and browser data, log data, records of logins and security events, bot-protection signals	Security, preventing abuse and fraud, operating and improving the Platform	Our legitimate interest in a secure and working Platform (Art. 6(1)(f) GDPR)	Logs for 30 days; records of logins and security events for 6 months; active sessions for at most 30 days; longer only to investigate a specific security incident
Product updates: e-mail address and your consent (an optional box at registration)	Sending product updates and news	Your consent (Art. 6(1)(a) GDPR)	Until you withdraw your consent
NNN account connect: if you link your account to an account on the NNN Community platform, the NNN Community account identifier and display name/@handle it is linked to, and, once BOTH the account giving an up-vote and the linked author's account are connected, the vote event that qualifies for NNN karma (Section 2.19)	Linking your account to an NNN Community account so a qualifying vote can give its author NNN karma	Your consent (Art. 6(1)(a) GDPR) — you choose to connect	While the connection is linked; a vote event already sent to NNN Community for karma is kept under its own retention rules

2.1 When you set or change a password, we check whether it appears in known data breaches using the "Pwned Passwords" service of Have I Been Pwned. Only the first five characters of a one-way hash (SHA-1) of your password are sent, so neither your password nor its full hash leaves our systems.

2.2 We use Cloudflare Turnstile, a bot protection service of Cloudflare, Inc., on registration, password reset and, after repeated failed attempts, login. It processes technical data such as your IP address and browser signals to distinguish people from automated traffic.

2.3 You pay for Credits in stablecoins (currently USDC or USDT) from your own wallet to our smart contract, on the blockchains shown on the Platform. We do not use card or other payment processors and never receive card details. A crypto payment is public on its blockchain: it shows the paying wallet address, the amount and a payment reference that identifies your account on the Platform.

2.4 Content that you enter into AI features is processed to generate the answer by AI model providers on our behalf. GuardiaNNN AI sends your question, the chart data of the token you are viewing, your recent conversation and what it remembers about you (Section 2.16) to our AI model provider, currently Anthropic (United States), or OpenAI (United States) if we switch to it, and may look up news about the token through Perplexity AI (United States); it does not send your e-mail address, handle or other account details. Security checks send smart contract code and on-chain data, not personal data, to AI model providers. Do not enter personal data of other people into AI features.

2.5 We also keep personal data where we need it to establish, exercise or defend legal claims, for as long as necessary for that purpose.

2.6 When you use the swap function, we process your wallet address, the tokens and amounts of your quotes and swaps and the transaction hashes to provide quotes, prepare the transactions that you sign and account for our fee (performance of the contract, Art. 6(1)(b) GDPR). The third-party protocols that provide quotes and routes, currently KyberSwap (EVM networks) and Jupiter (Solana), receive your wallet address and the parameters of the swap from our servers and process them under their own privacy policies.

2.7 When you connect a wallet, we read your balances, positions and transactions from public blockchains through our blockchain data and node providers, which therefore receive your wallet address. QuickNode (our node provider), Hyperliquid (through the exchange's public API) and Codex (our market data provider) also receive the wallet addresses you watch or have verified, so that we can read their public data. If you use the perpetual futures features, your browser connects directly to the Hyperliquid exchange, which receives your wallet address and IP address. Wallet connections are provided by Reown (WalletConnect) and by the wallet connectors we offer, such as Coinbase Wallet; to keep a connected wallet connected, the Platform loads them on its pages, and they receive connection, usage and technical data, including your IP address, from your browser. Bug reports that you send with the "Report bug" button are processed by Ybug; the reporting tool is loaded only when you open it.

2.8 Notifications. We send you notifications about: alerts you set (price, % move, wallet, lock and unlock, and perpetual futures alerts), event reminders, discussions (replies to your comments, comments on your stories and new comments on stories you saved), review decisions, project and team notices, and account notices about moderation. They are delivered in the bell on the Platform, by e-mail and by Telegram, as you choose for each category in your notification settings; account notices and security e-mails are sent whatever you choose. We also notify you of security alerts on tokens you watch, of contest wins, of new stories about tokens you watch and when your scheduled story is live.

2.9 An e-mail or Telegram message we send you carries only the @handle of the person who acted, the title of the story or the symbol of the token, the kind of event and a link to the Platform; it never contains the text of a comment. Messages already delivered by e-mail or Telegram cannot be recalled: disconnecting Telegram, sending /stop to our bot or deleting your account stops new messages only.

2.10 Telegram. If you connect Telegram, we deliver your notifications through our Telegram bot. Telegram Messenger Inc. is a separate controller of its own messaging service: it receives the messages we send

you and processes them under its own privacy policy, outside the European Economic Area (Section 5). For the connection we keep your Telegram chat ID, your Telegram user ID, the ID of our bot, when you connected it, whether Telegram stopped delivering our messages and the last delivery error, and your Telegram username as Telegram sends it.

2.11 When our e-mail provider reports that an e-mail to your address bounced or was marked as spam, we record that status and stop sending notification e-mails to that address; security and account e-mails are still sent.

2.12 Wallet page. If you are signed in, you can open a page for any wallet address that shows public blockchain data about it: its holdings, profit and loss, activity and perpetual futures positions. We keep no record of which addresses you open, and the page never shows whether an address belongs to a GuardiaNNN.ai account. A wallet alert can watch any address; to send the alert, we process that address and its public on-chain activity.

2.13 For a perpetual futures alert on your own verified wallet, our servers read that wallet's positions, orders and fills from Hyperliquid and QuickNode. We do not offer alerts on another person's perpetual futures positions.

2.14 The notifications you switch on are based on the performance of the contract (Art. 6(1)(b) GDPR). Security e-mails and the e-mail delivery status are based on our legitimate interest in keeping your account secure and our e-mails deliverable (Art. 6(1)(f) GDPR). Notices about the moderation of your content are based on our legal obligation where the Digital Services Act applies (Art. 6(1)(c) GDPR), and otherwise on our legitimate interest. The wallet page and wallet alerts on addresses of other people are based on our legitimate interest in providing information from public blockchains (Art. 6(1)(f) GDPR); we have balanced it against the interests of the holders of those addresses: the data is already public, we keep no record of which addresses are looked up, and the Platform never shows whether an address belongs to an account.

2.15 We keep notification, alert and Telegram data for up to the following periods:

- in-app notifications (the bell): up to 90 days after the notification was last updated;
- the one-time links we send by e-mail, for example to verify your address or reset your password: up to 7 days after they are used or expire; a used verification link of an account that is never verified is kept while that account exists;
- notification e-mails waiting to be sent (your e-mail address and the message): deleted when sent, and kept for up to 24 hours;
- account and security e-mails waiting to be sent: deleted when sent, and kept for up to 31 days while our e-mail provider is not accepting them (a link to cancel the deletion of your account is valid for 30 days);
- Telegram messages waiting to be sent: deleted when sent, and kept for up to 24 hours;
- e-mails and Telegram messages that could not be delivered: up to 7 days;
- the history of price, % move and perpetual futures market and position alerts: up to 90 days after the event;
- the history of perpetual futures fill, take-profit and stop-loss and followed-trader alerts: up to 30 days if sent or waiting to be sent, and up to 14 days if combined into another message or not sent;
- the history of wallet alerts: up to 30 days if sent, and up to 14 days if combined into another message or not sent;
- the history of lock and unlock alerts: up to 90 days after the event or, while the alert is still active, up to 90 days after it ends;
- alerts that have ended, including price alerts that are no longer active: up to 90 days after they end;

- your Telegram connection: until you disconnect it, send /stop to our bot, reset or change your password, sign out everywhere, a security event ends your sessions, or you delete your account;
- the delivery status (a bounce or a spam complaint) of your account's e-mail address: while your account exists; it is deleted with your account;
- the delivery status of an e-mail address that belongs to no account: up to 90 days after our e-mail provider reported it.

2.16 GuardiaNNN AI's memory. GuardiaNNN AI remembers a few things about you across tokens, markets and days, so that you do not have to repeat them: how you want to be addressed, the name you ask it to call you by, your level of experience, the language and length of answers you prefer, the chart tools you want it to use by default, and up to 15 short dated notes (at most 150 characters each) about what you told it, for example what you are learning. Only what you write to it changes this memory: a separate request to our AI model provider reads your message alone, never the chart, articles, news or the assistant's answers, and our systems check every change before it is stored. The memory keeps no links, contact details or instructions.

2.17 Information about your health, your mental state or financial difficulties is kept only if you confirm it: GuardiaNNN AI asks first, holds the note for up to one hour and stores it only when your next message says yes. This is based on your explicit consent (Art. 6(1)(a) and 9(2)(a) GDPR), which you can withdraw at any time by asking GuardiaNNN AI to forget it. The rest of the memory is based on the performance of the contract (Art. 6(1)(b) GDPR).

2.18 You can ask GuardiaNNN AI what it remembers about you, and ask it to forget one thing or everything; it does so at once. On a later day it may ask you about something you told it, for example how you are after a loss. The memory is used only to answer your own questions in a way that suits you: it is not shown to anyone else, we do not use it for advertising and we make no decisions about you based on it. It is kept while your account exists and deleted with your account.

2.19 NNN account connect. You can link your GuardiaNNN.ai account to an account on the NNN Community platform (nnn-community.com) from "Settings → Connected accounts", or from your NNN Community account. When you start a connection, we send NNN Community your account identifier and @handle to show on its consent screen; once you (or the NNN Community account holder) approve it there, NNN Community tells us its account identifier and display name/@handle, and we store that NNN Community account as linked to yours. While BOTH the account giving an up-vote (an article heart, an article or comment up-vote) and the linked account of the content's author are connected, we tell NNN Community which linked accounts voted and were voted for and what kind of content it was, so that NNN Community can credit its own karma to the author's account under NNN Community's own rules; we do not decide whether or how much karma is given, and a vote before you connect, or while either account is unlinked, is never reported this way. We do not share your password, your wallet's signatures or the text of what you publish. You can remove the connection at any time, from either platform; either side unlinking stops this sharing. This is based on your consent (Art. 6(1)(a) GDPR) — connecting is optional and you choose to do it.

3. Public information

Your handle, your profile photo and the User Content you publish are visible to anyone on the Platform. Wallet addresses and transactions are public on their blockchains. If you link a wallet address to your account, others may be able to connect your public activity on the Platform with that address.

4. Who receives your data

4.1 We share personal data only with:

- the Platform Operator, which operates the Platform on our behalf;
- our service providers, which process data on our behalf under contracts: hosting and file storage (DigitalOcean, LLC, United States; file storage in Frankfurt, Germany), databases (Neon, operated by Databricks, Inc., United States), content delivery and bot protection (Cloudflare, Inc., United States), e-mail delivery (Resend, United States), AI model providers (OpenAI, Perplexity AI, Anthropic, Together AI and Voyage AI, United States, and OpenRouter, United States, for security checks), blockchain data and node providers (Codex and QuickNode, United States), wallet connection (Reown, United States), bug reporting (Ybug) and the password breach check (Have I Been Pwned);
- the Hyperliquid exchange, which receives your wallet address when you use the perpetual futures features, and the wallet addresses that our servers read for the wallet page and for perpetual futures alerts (Sections 2.7, 2.12 and 2.13);
- Telegram Messenger Inc., when you connect Telegram, which receives the notifications we send you and processes them as a separate controller of its own service (Section 2.10);
- the NNN Community platform (nnn-community.com), when you connect your account there, which receives the account identifiers, display name/@handle and vote events described in Section 2.19;
- the third-party protocols used by the swap function, which receive your wallet address and the parameters of your swap (Section 2.6);
- authorities, courts and advisers, where the law requires it or where it is necessary to establish, exercise or defend legal claims; and
- a successor, if the Platform or our business is transferred.

4.2 We do not sell personal data and do not share it with advertisers. Advertisers on the Platform receive only aggregated statistics about their advertisements.

5. Transfers outside the European Economic Area

We are established in the Marshall Islands, the Platform Operator in the United Arab Emirates, and most of our service providers, including our AI model providers, in the United States. When we transfer personal data to a country without an adequacy decision of the European Commission, we use the Standard Contractual Clauses adopted by the European Commission. For service providers in the United States certified under the EU-US Data Privacy Framework, we rely on the adequacy decision for that framework. You can request a copy of the safeguards at privacy@nnn-community.com. If you connect Telegram, the notifications we send you are transferred to Telegram Messenger Inc., which is established outside the European Economic Area and processes them as a separate controller under its own privacy policy; this transfer is necessary to deliver the notifications you asked us to send there (Art. 49(1)(b) GDPR).

6. Your rights

6.1 You have the right to access your personal data, to have it corrected or deleted, to restrict its processing, to receive it in a portable format and to object to processing based on our legitimate interests. Where we process data on the basis of your consent, you can withdraw your consent at any time, for example with the unsubscribe link in each product update, or by removing a connection you made with your consent, such as the NNN account connect described in Section 2.19.

6.2 To exercise your rights, write to privacy@nnn-community.com. We answer within one month. We may ask you to confirm your identity, for example from the e-mail address of your account.

6.3 We cannot change or delete data recorded on a blockchain.

6.4 You have the right to lodge a complaint with a data protection supervisory authority, in particular in the Member State of your habitual residence, place of work or the place of the alleged infringement.

7. Automated tools

We use automated tools to detect spam, abuse and illegal content. Decisions to remove content or restrict an account are not based solely on automated processing that produces legal effects for you or similarly significantly affects you. You can ask for a review of any such decision by a person (Section 6.7 of the Terms of Service).

8. Cookies

We use only cookies and similar technologies that are necessary for the Platform or that you ask for, and we do not use advertising or analytics cookies. If we want to use other cookies, for example for analytics, we will ask for your consent first. We use:

- "session-id" cookie: keeps you logged in; it ends when you close your browser or, if you choose to stay signed in, after at most 30 days;
- "oauth-state" cookie: secures a sign-in with Google or X; it is deleted after the sign-in and expires after 10 minutes;
- storage in your browser for the settings and features you use, for example the theme and appearance, guided-tour progress, swap and chart settings, recently used tokens, pending payment receipts and, if you trade perpetual futures, the trading key of your browser, which never leaves your device;
- technologies of third parties for the features that need them: Cloudflare Turnstile on registration and sign-in forms, Reown (WalletConnect) and the wallet connectors for connecting a wallet and keeping it connected, and Ybug only when you open the bug report form.

9. Security

We protect personal data with appropriate technical and organisational measures, including passwords hashed with a modern algorithm (Argon2id), optional two-factor authentication, encryption in transit, access controls and logging. No system is completely secure. If a personal data breach is likely to result in a high risk to you, we inform you without undue delay.

10. Children

The Platform is intended only for persons aged 18 or over. We do not knowingly process personal data of children.

11. iNNNtelligence in project channels

When a project uses iNNNtelligence in its social channels, the project is the controller of the personal data of its community members, and we process that data on its behalf as its processor. iNNNtelligence processes the messages in the channels it is added to, including user names and handles, to moderate and answer, and, if the project enables it, images shared there. The project's own privacy notice applies to that processing.

12. Changes

We may update this Privacy Policy. We inform you of material changes by e-mail or on the Platform before they take effect.