

iMe Wallet Privacy Policy

Date of publication and entry into force: 06/12/2025

This Privacy Policy explains how **iMe Lab FZCO** (“the Company”, “we”, “our”, “us”) collects, uses, processes, and protects information when you use the iMe Wallet Telegram Mini App (“iMe Wallet”, “the Service”).

This Privacy Policy forms an integral part of the **iMe Wallet User Agreement**.

By using the Service, you confirm that you have read and understood **this Privacy Policy**.

1. Introduction

1.1. iMe Wallet is a self-custodial virtual asset wallet provided as a Telegram Mini App. The Company does not have access to or control over your private keys, seed phrases, or Virtual Assets.

1.2. This Privacy Policy is published by the Developer (iMe Lab FZCO) in addition to the default Telegram Bot / Mini-App Standard Privacy Policy. By using the Service, you acknowledge and agree that Telegram’s platform-level privacy terms apply to the data processed by Telegram itself, while this Privacy Policy governs the data processing performed specifically by the iMe Wallet Mini App.

1.3. Users should also review Telegram’s official platform policies that apply to all bots and Mini Apps:

- **Telegram Bot Privacy Policy:** <https://telegram.org/privacy-tpa>
- **Telegram Terms for Bots and Mini Apps:** <https://telegram.org/tos/bots>

These platform-level policies govern the data processed by Telegram, while the Company is responsible only for the processing activities described in this Privacy Policy.

1.4. Non-Custodial Architecture

1.4.1. The Service is designed as a fully non-custodial wallet.

1.4.2. The Company does not collect, store, or have access to Users’ private keys, seed phrases, or any information that provides control over Virtual Assets.

1.4.3. You remain the sole controller of your wallet and funds, and all blockchain transactions are executed directly by the User.

1.5. This Privacy Policy describes what limited information may be collected during your use of the Service, how it is processed, and for what purposes.

1.6. If you do not agree with this Privacy Policy, you must stop using the Service.

2. Definitions

2.1. **“Service”** or **“iMe Wallet”** refers to the decentralized, non-custodial wallet and related functionalities provided as a Telegram Mini App.

2.2. **“User”** or **“you”** means any individual accessing or using the Service.

2.3. **“Technical Data”** means information automatically collected through your use of the Service, including identifiers, device data, logs, and analytics.

2.4. **“Virtual Assets”** means cryptocurrencies, tokens, or other blockchain-based digital assets.

2.5. **“Third-Party Services”** include analytics providers (such as Firebase), infrastructure, network, and security providers (such as Cloudflare), and technology platforms (such as Telegram).

2.6. All other capitalized terms have the meaning assigned to them in the iMe Wallet User Agreement.

3. What Information We Collect

iMe Wallet collects **only the minimum amount of data necessary** to operate the Service securely and efficiently. The Company does not collect personal data such as names, phone numbers, private keys, seed phrases, or identity documents.

3.1. Information You Provide Directly

3.1.1. The Service does not require you to manually submit personal data.

3.1.2. Communication with our support team via email or Telegram may include information you voluntarily provide. Such data is used strictly for support purposes.

3.2. Information Collected Automatically

3.2.1. Telegram Platform Data

We may receive from Telegram the following platform-provided information necessary to authorize and operate the Mini App:

- Telegram User ID;
- Telegram username (if available);
- Telegram display name (if available);
- Language code and locale;
- Other basic account metadata automatically provided by Telegram.

This information is supplied automatically by Telegram when the User launches the Mini App and is used solely to link the User’s session to their wallet settings and to personalize the interface. The Company does not request or collect the User’s phone number, email address, profile photo, or any other personal data beyond what is provided by Telegram by default.

Your Telegram User ID is used solely to link your session, wallet addresses, and settings within the Service.

3.2.2. Technical and Device Data

Through standard mobile analytics tools (such as Firebase), the Service may collect:

- Device type and model, operating system, app version;
- IP address (may be processed temporarily for security and routing);
- Language and region settings;
- Performance metrics;
- Crash logs;
- Session duration and interaction events.

This data is used exclusively to ensure functionality, stability, and improvement of the Service.

3.2.3. Backend Logs

To ensure proper operation, diagnose issues, and investigate errors, our servers may record:

- Telegram User ID;
- Wallet addresses linked to your account;
- User settings and preferences;
- Timestamped action logs (e.g., API calls, menu selections, request states);
- Error traces related to failed operations.

We do **not** store private keys or seed phrases under any circumstances.

3.2.4. Security and Network Protection (Cloudflare or similar services)

For security, anti-abuse, and DDoS protection, we may process:

- IP address or anonymized network metadata;
- Device/browser fingerprints (if applicable);
- Request integrity checks and security tokens.

This data is processed automatically and is not used to identify Users beyond what is necessary for security purposes.

3.3. Blockchain Data

3.3.1. All blockchain transactions and balances displayed in the Service are retrieved from public blockchain networks.

3.3.2. For performance, caching, sorting, filtering, and user interface purposes, the Company may temporarily store copies of publicly available blockchain transaction data associated with the User's wallet addresses. Such data remain publicly accessible on the blockchain and do not include private keys, seed phrases, or any information that can identify the User in the real world.

3.3.3. All Virtual Asset data remains on the blockchain and is not controlled by the Company.

3.4. Sources of Technical and Blockchain Data

We obtain information (including Technical Data and Blockchain Data) from the following sources:

3.4.1. **Telegram Platform** — Telegram User ID and metadata required to authorize and operate the Mini App.

3.4.2. **User's Device** — analytics, crash logs, performance data, and other technical metrics collected through Firebase or similar tools.

3.4.3. **Backend Systems** — session logs, settings, wallet address associations, and other information necessary for service functionality and diagnostics.

3.4.4. **Public Blockchains** — publicly available transaction and balance data used exclusively for display within the Service.

3.4.5. **Third-Party Blockchain Data Providers** — services such as blockchain explorers, indexers, RPC node providers, and market data aggregators that supply publicly available on-chain information, token metadata, transaction details, prices, and other blockchain-related data used within the Service.

3.4.6. The Service does not collect personal data from any external databases, commercial data brokers, or marketing platforms.

4. How We Use the Information

We use the collected data strictly for the following purposes:

- 4.1. To operate and maintain the Service;
- 4.2. To link your Telegram account to your wallet addresses and settings;
- 4.3. To display account information and publicly available blockchain data;
- 4.4. To ensure security, prevent abuse, mitigate attacks, and detect technical anomalies;
- 4.5. To analyze performance and improve the user experience;
- 4.6. To diagnose and fix errors and ensure proper functioning;
- 4.7. To comply with applicable laws and enforce the User Agreement.

We do not use data for marketing, advertising, or profiling.

5. Purposes and Legal Bases for Processing

5.1. We process limited Technical Data solely for the purposes described below. Each purpose is accompanied by the corresponding legal basis that allows the Company to process such data in accordance with applicable data protection principles.

Purpose of Processing	Description	Legal Basis
Service Operation and Functionality	To link your Telegram User ID with your wallet addresses and settings; to display publicly available blockchain data; to enable core features of the Service.	Performance of a contract — processing is necessary to provide you with the Service you have requested.
Security, Abuse Prevention, and Fraud Mitigation	To protect the Service from malicious activity; to detect abnormal behavior; to prevent unauthorized access; to apply DDoS and firewall protections; to ensure technical integrity of the Service.	Legitimate interest — the Company has a legitimate interest in ensuring the security and stability of the Service.
Diagnostics, Performance Monitoring, and Improvement	To analyze errors, crashes, latency, and performance; to review logs for debugging; to improve reliability and usability of the Service.	Legitimate interest — processing is necessary to maintain and improve the quality of the Service.
Compliance with Legal Requirements	To comply with applicable laws, regulations, or legally binding requests, if such obligations arise.	Legal obligation — processing is required to satisfy applicable legal requirements.

6. Legal Basis for Processing

Depending on your jurisdiction, we rely on the following grounds:

6.1. **Performance of a contract** — providing access to and operation of the Service.

6.2. **Legitimate interest** — ensuring security, stability, fraud prevention, and service improvement.

6.3. **Compliance with legal obligations** — if required by applicable law or lawful requests.

7. Data Controller and Data Processors

7.1. For the purposes of applicable data protection laws, iMe Lab FZCO acts as the **data controller** for Technical Data processed within the Service.

7.2. Third-party service providers such as **Firebase** and **Cloudflare** act as **data processors**, processing limited Technical Data strictly on behalf of the Company. Cloudflare provides infrastructure, network, caching, CDN, DNS, and security functionality, which may involve processing IP addresses, regional information, device data, and other technical metadata as part

of routing and protecting traffic between Users and the Service. Cloudflare processes such data only for operational, performance, and security purposes and does not receive private keys, seed phrases, or any sensitive wallet information.

7.3. **Telegram**, as an independent platform provider, processes certain platform-level data (including Telegram User ID and technical metadata) **under its own privacy policies** and not as a data processor of the Company. The Company does not control and is not responsible for Telegram's separate data processing activities as described in Sections 1.2–1.3.

7.4. These processors are not provided with Users' private keys, seed phrases, or Virtual Asset credentials. Their processing of Technical Data is limited to what is necessary to operate their infrastructure and services. The Company cannot control or audit any additional data that such providers may process under their own privacy policies.

8. What Information We Do NOT Collect

The Company does not collect, store, or have access to:

- 8.1. Private keys;
- 8.2. Seed phrases;
- 8.3. Passwords;
- 8.4. Financial information or payment data;
- 8.5. Identity documents;
- 8.6. Biometric identifiers;
- 8.7. Contact lists or personal communications;
- 8.8. Marketing identifiers.

Your wallet remains fully under your control at all times.

9. Sharing of Information

9.1. We do not sell, rent, or trade your data.

9.2. We may share limited technical data with trusted third parties strictly for operational purposes, including:

9.2.1. **Firebase (Google)** — analytics, crash reporting, performance monitoring;

9.2.2. **Cloudflare or similar providers** — security, DDoS protection, traffic filtering;

9.2.3. **Telegram** — processes certain platform-level data under its own terms as the provider of the Telegram Mini App environment (see Sections 1.2–1.3).

9.3. We do **not** share any Technical Data, identifiers, or user-related information with decentralized exchanges, blockchain protocols, or third-party wallets. When you initiate a blockchain transaction, only publicly visible on-chain data (such as your wallet address and transaction details) become available to the relevant blockchain network or protocol. This information is **not** linked to your identity and **cannot be used** by such third parties to identify you.

9.4. Third-Party Services are required to handle Technical Data in accordance with their privacy practices and applicable laws.

9.5. Third-Party Blockchain Data Providers

9.5.1. To display publicly available blockchain information within the Service, the Service relies on server-side infrastructure that retrieves such data from various sources. These sources may involve third-party blockchain data providers, blockchain explorers, indexers, RPC node providers, market data aggregators, or other technical services used by the backend. The specific providers or retrieval methods may change over time and do not affect the non-custodial nature of the Service.

9.5.2. Categories of third-party blockchain data providers may include:

- Blockchain explorers;
- Indexers;
- RPC node providers;
- Market data aggregators;
- Token metadata services.

9.5.3. These providers receive only the minimum request data necessary to fulfill the request, such as blockchain addresses or network identifiers.

9.5.4. No private keys, seed phrases, passwords, or personally identifiable information are ever shared with such providers.

9.5.5. The Company does not control and is not responsible for the accuracy, availability, or completeness of data retrieved from these third-party services.

10. Data Retention

10.1. Technical logs and analytics data may be retained for a limited period necessary for security, diagnostics, and performance improvement.

10.2. Telegram User ID, linked wallet addresses, and user settings are retained indefinitely for as long as the Service operates, because these elements are required to maintain the continuity of your non-custodial wallet experience. If the User stops using the Service, this information is not automatically deleted, but remains stored as part of the Service's backend records.

10.3. Support communications may be retained as required for internal recordkeeping and dispute resolution.

10.4. If legally required, some technical records may be retained for compliance purposes.

10.5. When certain operational or diagnostic data is no longer required, it may be deleted or overwritten as part of routine system processes. Persistent data required for maintaining the User's wallet context is retained indefinitely unless deletion is technically feasible and requested by the User.

11. User Rights

11.1. Depending on your jurisdiction, you may have the right to

11.1.1. Access the data we hold about you;

11.1.2. Request correction of inaccurate data;

11.1.3. Request deletion of personal data (where applicable);

11.1.4. Object to or restrict certain types of processing;

11.1.5. Request a copy of your data in a portable format.

11.2. Because we collect only minimal technical data and no sensitive information, these rights may apply only to the limited data we maintain (e.g., logs, settings, Telegram ID).

For any request, contact us at [@iMeMessenger](https://t.me/iMeMessenger) (Telegram Username) or support@imem.app.

12. Children's Data

12.1. The Service is intended for individuals aged 18 and older.

12.2. We do not knowingly collect data from minors.

13. Automated Decision-Making and Profiling

13.1. The Service does not engage in automated decision-making or profiling.

13.2. The Company does not use Technical Data or any other information to evaluate, classify, or predict User behavior for marketing, financial assessment, risk scoring, or similar purposes.

13.3. All processing activities are limited to ensuring functionality, security, and improvement of the Service as described in this Privacy Policy.

14. Data Security

14.1. The Company implements reasonable technical and organizational measures to protect data processed through the Service.

14.2. These measures include, but are not limited to:

14.2.1. Non-custodial architecture (zero access to private keys);

14.2.2. Encryption of data in transit;

14.2.3. Access control and authorization restrictions;

14.2.4. Network-level protection (Cloudflare);

14.2.5. Continuous monitoring and logging.

14.3. Despite these measures, no online system is entirely immune to breaches. Users are responsible for securing their private keys, seed phrases, and devices.

15. International Data Transfers

15.1. Some Technical Data may be processed in different jurisdictions as part of the operation of the Service.

15.2. By using the Service, you consent to such transfers, which are necessary for delivering the Service.

15.3. We use industry-standard technical and organizational safeguards to ensure that Technical Data remains protected regardless of the jurisdiction in which it is processed.

16. Changes to This Privacy Policy

16.1. The Company may modify this Privacy Policy at any time.

16.2. The Company will notify Users of material changes by making the updated version available within the Service.

16.3. Continued use of the Service constitutes acceptance of the revised Privacy Policy.

17. Contact Information

17.1. If you have any questions regarding this Agreement or the iMe Wallet Privacy Policy, please contact us at [@iMeMessenger](https://t.me/iMeMessenger) (Telegram Username) or support@imem.app.