

iMe Ads Privacy Policy

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This Privacy Policy explains how **iMe Lab FZCO** (“iMe,” “we,” “us,” or “our”) collects, uses, processes, stores, and discloses information in connection with the **iMe Ads** service, including the Telegram Mini App and related features (the “**Service**”).

By using the Service, you agree to the **iMe Ads Terms of Use**. This Privacy Policy forms an integral part of the Terms of Use.

This Privacy Policy applies exclusively to the iMe Ads Service and does not govern other iMe products or services unless explicitly stated.

1. Introduction

1.1. iMe Ads is an advertising platform provided as a Telegram Mini App that allows users to create, manage, and run advertising campaigns within the iMe ecosystem.

1.2. This Privacy Policy is published by **iMe Lab FZCO** in addition to Telegram’s platform-level privacy policies.

1.3. Users should review Telegram’s official policies applicable to Mini Apps:

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

These policies govern data processing performed by Telegram. This Privacy Policy applies only to data processing carried out by iMe in connection with the Service.

1.4. The Service is intended for users who are at least 18 years old. We do not knowingly collect or process the personal data of children. Where we become aware that such data has been processed, we delete it.

2. What Information We Collect

We collect and process **only the data necessary** to operate, maintain, secure, and improve the Service.

2.1. Telegram Platform Data

When you access the Service via Telegram, we may receive information made available through the Telegram Mini App environment, including:

- Telegram User ID;
- Telegram username (if available);
- Telegram display name (if available);
- your Telegram profile photo, where one is available; iMe stores a copy of it;

- language code and locale;
- other basic account metadata provided by Telegram.

This data is provided automatically when the User opens the Mini App and is used to link the User session to the Service, enable core functionality, and personalize the interface.

We do not request additional personal data such as phone numbers or email addresses, other than information you choose to provide to us yourself when you contact support and information we receive from a payment provider as described in section 2.6.

2.2. Account and Campaign Data

We process information related to your use of the Service, including:

- advertiser account data and identifiers;
- account status, settings, and preferences;
- campaign names and identifiers;
- campaign configuration and parameters;
- budgets, including total and daily budgets;
- selected placements and targeting settings;
- campaign status;
- moderation and review data;
- campaign performance data, including impressions, clicks, target actions, spend, and related metrics.

2.3. Advertising Materials

We process advertising content submitted by users in connection with campaigns, including:

- advertisement titles and descriptions;
- call-to-action text and button labels;
- destination URLs and links;
- images, creatives, and other media files;
- any other materials submitted as part of an advertising campaign.

Such materials may be processed for the purposes of storage, display, delivery, moderation, and enforcement of applicable policies.

2.4. Targeting Data

To enable campaign configuration and delivery, we process targeting parameters selected by users, including:

- languages;
- countries or regions;
- platform types (e.g., iOS, Android, Desktop);
- feature-based segments (such as Telegram Premium or iMe Wallet-related segments where applicable).

These parameters are selected by advertisers and used solely to configure and deliver advertising campaigns within the Service.

2.5. Billing and Transaction Data

We process financial and transaction-related information, including:

- account balance and campaign balance;
- transaction history, including top-ups, campaign spend, chargebacks, transaction adjustments, and promotional credits;
- billing records;
- payment status and transaction status;
- referral data, including which users are attributed to which referring user, amounts accrued, and withdrawal requests;
- the destination cryptocurrency address and network provided by a user for a referral withdrawal, and the resulting transaction identifier;
- the blockchain network, transaction identifier, and originating address of a cryptocurrency payment made to the Service, and the result of the risk assessment referred to in clause 3.11.

2.6. Payment Data

Payments may be processed by third-party providers, including:

- Telegram Stars;
- Stripe, for payments made by card;
- YooKassa, for payments made by card and by other locally available payment methods;
- cryptocurrency payment services.

We do not store full payment card credentials or other full payment credentials processed directly by the relevant payment provider.

A cryptocurrency payment may be made from iMe Wallet or from any other wallet that supports the selected asset and network. iMe Wallet is a separate iMe product governed by its own terms and privacy policy.

Where you pay by card, we receive from the relevant payment provider information about the payment. That information may include the name, email address, country, and billing details you provided to that provider, and the brand and last four digits of the card. Where a payment is disputed, we may receive further information necessary to respond to the dispute, which may include a telephone number. We use this information to process and reconcile payments, to respond to disputes, to detect fraud and abuse, and to comply with applicable law.

2.7. Technical and Analytics Data

We may process technical and usage-related data, including:

- device and operating system information;
- application version;

- log data and diagnostics;
- interaction and usage data within the Service;
- crash, error, and performance data;
- technical data necessary to monitor, maintain and improve the stability and functionality of the Service;
- settings stored locally on your device, such as interface language and theme;
- records of interactions with advertisements displayed within the iMe ecosystem, including the advertisement and campaign involved, the type of interaction, and the time it occurred.

Such interaction records are used to measure campaign performance, to calculate the amounts payable by Advertisers, and to detect fraud and abuse. Advertisers receive aggregated statistics only. We do not disclose to Advertisers the identity of the users who viewed an advertisement, clicked on it, or completed an action, and we do not provide Advertisers with access to raw interaction records.

2.8. Security and Network Protection

For security, anti-abuse, and service integrity purposes, we may process:

- IP address, the approximate country derived from it, and related network metadata recorded when you sign in, including device, browser, operating system, and time zone information;
- device or browser identifiers, where applicable;
- request integrity checks;
- security tokens;
- other technical signals necessary to detect abuse, fraud, unauthorized access, or malicious activity.

This data is processed solely to ensure the security, stability, and integrity of the Service.

We also use the data described in this section to detect abuse of the Referral Program, including artificially created referral attributions.

Records of sign-ins and of security-relevant actions are retained for as long as necessary for security, fraud prevention, and compliance with legal obligations.

2.9. Sources of Data

We may obtain the above information from the following sources:

- Telegram Platform — Telegram User ID and other metadata made available for operation of the Mini App;
- User Device — technical, diagnostic, and usage-related data generated through use of the Service;
- Backend Systems — logs, session-related records, settings, campaign records, billing records, and other service functionality data;
- Payment Providers — payment status, transaction confirmations, chargebacks, transaction adjustments, information necessary to respond to payment disputes, and other payment-related records necessary to operate the Service;

- **Blockchain Analytics Providers** — publicly available on-chain data and the resulting risk assessments relating to cryptocurrency payments made to the Service.

We do not obtain personal data from commercial data brokers or unrelated marketing databases for the purposes of operating the Service.

3. How We Use Information

The Service operates as an internal advertising platform within the iMe ecosystem. Information related to campaigns, targeting parameters, and performance metrics are processed to enable automated ad delivery, campaign management, moderation, analytics, and fraud prevention within the iMe ecosystem.

The Service does not build interest-based or behavioral profiles of users for advertising purposes. Advertising is delivered only on the basis of the targeting parameters described in clause 2.4. The checks described in clause 2.8 and the payment screening described in clause 3.11 are carried out solely to detect fraud and abuse and to assess financial-crime risk, and their results are not used for advertising targeting.

Certain aspects of ad delivery may be performed automatically based on campaign settings and system logic, without producing legal or similarly significant effects on users.

Payment screening under clause 3.11 is carried out with the assistance of the providers described in clause 5.1. Where its outcome affects whether a payment is credited, you may ask us to review that outcome by contacting us through the channels set out in section 12.

We use the collected information strictly for the following purposes:

- 3.1.** to operate, maintain, and provide the Service;
- 3.2.** to enable user access via the Telegram Mini App environment;
- 3.3.** to create, store, manage, review, moderate, deliver, and measure advertising campaigns;
- 3.4.** to maintain account settings, campaign settings, balances, budgets, and related records;
- 3.5.** to process payments, top-ups, balances, chargebacks, transaction adjustments, and other transaction-related operations;
- 3.6.** to generate campaign analytics, reporting, and performance statistics;
- 3.7.** to ensure security, prevent abuse, mitigate attacks, detect fraud, and protect the integrity of the Service;
- 3.8.** to diagnose errors, monitor performance, and improve user experience;
- 3.9.** to comply with applicable laws, legal obligations, and lawful requests;
- 3.10.** to enforce the iMe Ads Terms of Use and other applicable policies;

3.11. to screen incoming payments for financial-crime risk and to meet related legal and compliance obligations.

4. Legal Bases for Processing

Depending on applicable law and your jurisdiction, we rely on the following legal bases:

4.1. Performance of a contract — processing is necessary to provide access to and operate the Service.

4.2. Legitimate interest — processing is necessary to ensure security, prevent fraud and abuse, maintain stability, generate analytics, and improve the Service.

4.3. Compliance with legal obligations — processing is required where applicable law, regulation, or lawful request so requires.

5. Sharing of Information

We may share information only in the following circumstances:

5.1. Service Providers. We may share information with vendors, contractors, and service providers that support hosting, infrastructure, analytics, diagnostics, technical maintenance, security, and other operational functions of the Service. At present these include Google (Firebase) for product analytics, Sentry for error, crash, and performance monitoring, and AMLBot for screening cryptocurrency payments made to the Service. This list may change as the Service develops.

5.2. Payment Providers. We may share information with payment providers, including Telegram Stars, Stripe, YooKassa, and cryptocurrency payment services, to process payments, transaction adjustments, chargebacks, refunds, referral withdrawals, and related payment events. Payments may also be collected on our behalf by an authorized payment collection agent.

5.3. Legal Requirements and Protection. We may disclose information where required by law, regulation, legal process, or lawful request, or where necessary to enforce our agreements, protect our rights, investigate fraud or abuse, or protect the security and integrity of the Service.

5.4. Corporate Transactions. We may disclose information in connection with a merger, acquisition, restructuring, sale of assets, financing transaction, or similar corporate event.

5.5. Other Users. Where you begin using the Service through another user's Referral Link, we display to that user your Telegram display name or username, your profile photo where one is available, the date on which the attribution was recorded, and the amount that user has accrued from your Campaign spend, which reflects a percentage of that spend. We do not disclose to that user your Campaign settings, your Advertising Materials, or your transaction records.

We do not sell, rent, or trade personal data.

Third-party service providers process data in accordance with their own privacy practices and applicable laws.

6. International Data Processing

Some data may be processed in different jurisdictions as part of the operation of the Service, depending on technical infrastructure, service providers, and payment providers, including in the jurisdictions in which our payment providers are established and in jurisdictions that may have different data protection standards.

By using the Service, you acknowledge that such cross-border processing may occur where necessary for the provision and operation of the Service.

We apply reasonable technical and organizational safeguards intended to protect data regardless of the jurisdiction in which it is processed.

7. Data Retention

We retain data only for as long as necessary to:

- operate and maintain the Service;
- maintain campaign, billing, transaction, and support records;
- comply with legal, regulatory, accounting, and tax obligations;
- resolve disputes and enforce agreements;
- detect, prevent, and investigate fraud, abuse, and security incidents.

Data is retained for as long as necessary to provide the Service and comply with legal obligations, including retention of transaction and billing records where required by law.

8. Security

We implement reasonable technical and organizational measures designed to protect data against unauthorized access, misuse, loss, alteration, or disclosure.

However, no method of storage, transmission, or processing is completely secure, and absolute security cannot be guaranteed.

Where a personal data breach occurs that is likely to result in a high risk to the rights and freedoms of the individuals affected, we will notify those individuals, and we will notify the competent supervisory authority where applicable law so requires.

9. User Rights

Depending on applicable law and your jurisdiction, you may have the right to:

- request access to your personal data;
- request correction of inaccurate data;
- request deletion of personal data;
- request restriction of processing;

- object to certain processing activities, where applicable;
- request data portability, where applicable;
- lodge a complaint with the data protection supervisory authority in your country of residence, place of work, or the place of the alleged infringement.

The scope of such rights may depend on the legal basis for processing and applicable law.

We respond to requests within 30 days of receipt. Where a request is complex, or where we receive a number of requests from you, we may extend that period and will inform you of the extension and the reason for it.

10. Third-Party Services

The Service interacts with third-party services, including Telegram and payment providers, which operate under their own terms and privacy policies.

iMe is not responsible for the privacy practices of third parties. Users should review the applicable privacy policies and terms of such third-party services.

11. Changes to This Privacy Policy

We may modify this Privacy Policy at any time.

The updated version will be made available within the Service or otherwise published by us.

Continued use of the Service after the updated version becomes available constitutes acceptance of the revised Privacy Policy.

12. Contact Information

If you have any questions regarding this Privacy Policy or the iMe Ads Terms of Use, you may contact us at: support@imem.app or [@iMeMessenger](https://t.me/iMeMessenger) (Telegram Username).