

## TERMS OF USE

1. By accessing Phaze.io or the Phaze mobile application (collectively with all subpages and successor pages, the “Site”), you acknowledge these terms and conditions of use and agree to be contractually bound by them, whether or not you have read them. If you do not agree to these terms, please discontinue accessing the Site immediately.
2. We reserve the right, in our sole discretion, to modify, alter or otherwise update these terms and conditions at any time without further notice and you agree to be bound by such modifications, alterations or updates, which shall be effective immediately upon being posted on the Site. Please check these terms and conditions periodically for any changes. Your continued use of the Site following posting of the changes will indicate your acceptance of such modified terms and conditions.
3. The content of the Site is published by Phaze International Inc. (“Phaze”), a Barbados corporation.
4. The Site is only intended to provide you with general information and is neither an offer to sell nor a solicitation of an offer.
5. Information on the Site is not intended to provide legal, accounting, financial or tax advice or other professional advice, and should not be relied upon in that regard.
6. Except to the extent prohibited by law, the Site is provided on an “as is” and “as available” basis, without any representations, warranties or conditions of any kind, whether expressed or implied, and including without limitation implied representations, warranties or conditions of title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, accuracy, reliability or completeness, all of which are hereby disclaimed by Phaze to the fullest extent permitted by applicable law.
7. Every effort has been made to ensure that the material contained on the Site is accurate at the time of publication, but you expressly agree that use of the Site is at your sole risk and that it is your responsibility to evaluate the accuracy, completeness and usefulness of all information provided through the Site.
8. To the fullest extent permitted by applicable laws, Phaze will not under any circumstances be liable to you or any other person in any way in contract, tort (including negligence), civil liability or otherwise for any loss or damages (whether direct, indirect, special, economic, incidental, consequential, punitive or exemplary, including without limitation loss of revenue, data, anticipated profits or lost business) in respect of use of, or inability to use, or any reliance on, the Site, any of its content or links (including without limitation any inaccuracies or viruses), or any web browser or other equipment or as a result of any unauthorized access to the Site or any data breach involving the Site.
9. Your use of the Site will be in compliance with all applicable laws. You will not:
  - use the Site for illegal purposes;
  - intentionally interfere with or damage operation of the Site or any other users' enjoyment of it, by any means, including uploading or otherwise disseminating viruses, spyware, worms or other malicious code or file with contaminating or destructive features.
10. By accessing the Site, you agree to indemnify and hold harmless Phaze, suppliers and their respective directors, officers and employees from and against any and all actions, proceedings, costs, claims, liabilities, damages and expenses (including reasonable legal fees) arising from or in connection with a breach of these terms and conditions or the use or misuse of the Site.
11. The contents of the Site are protected by applicable copyright and trademark laws. Unauthorized use or exploitation of such content is strictly prohibited including without limitation, unauthorized

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12. Other sites accessed by hypertext appearing in the Site may have been independently developed by parties other than Phaze. Phaze does not guarantee the accuracy, integrity or quality of information contained in such other sites. Your use of such other sites is subject to the terms and conditions of use and the privacy policies contained within such other sites.
13. Links to other sites are provided for your convenience only. Phaze does not control such other sites and is not responsible or liable in any way for their content. Phaze's inclusion of links to such other sites should not be taken as Phaze's endorsement or approval of such other sites, their content, the third parties named therein, or their products and services, nor is any liability assumed for incompatibility, non-suitability, viral infection or other destructive/disruptive components on or from such other sites.
14. Phaze may provide you with marketing or promotional materials through the Site. Phaze may have arrangements in place in connection with any such marketing or promotional materials where we may be entitled to receive referral or other fees from third parties. Please refer to Phaze's privacy policy for more information on our use and protection of your personal information.
15. Links to the Site without the express written permission of Phaze are strictly prohibited. To request permission, please contact the Phaze team at Team@Phaze.io The framing, mirroring, scraping or data-mining of the Site or any of its content in any form and by any method is strictly prohibited.
16. Phaze cannot guarantee complete confidentiality or security for information that is transmitted electronically. By accessing the Site, you acknowledge that Phaze is not responsible for any damages or losses you may suffer as a result of your electronic transmission of confidential or sensitive information to us. Please refer to Phaze's privacy policy for more information.
17. No consent or waiver by either party to, or of any breach or default by, the other party in its performance of its obligations under these terms and conditions of use will be deemed or construed to be a consent to, or a waiver of, a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing.
18. If any provision of these terms and conditions or part thereof is found by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision or part thereof shall be deemed to be severed from the rest of these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.
19. These terms and conditions are governed by the laws of Barbados applicable therein, excluding any conflict of laws which would lead to the application of any other laws. By accessing the Site, you hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the Courts of Barbados for any disputes or matters arising from, connected with, or relating to the Site, these terms and conditions of use or any related matters.
20. PHAZE is a trademark of Phaze Global Inc. With the exception of Phaze trademark serial number: 88041087, 87181914, 87181914, 86124802 the product logos or word marks appearing on Phaze.io or within the Phaze application are used to identify products/services purchased only and the rights to such trademarks are owned by the applicable vendor. Phaze does not claim any affiliation with the brands, products or services listed for information on the Site.

## **Privacy Policy**

Phaze International Inc. (“Phaze”, “we”, “us” or “our”) is committed to protecting the privacy and confidentiality of personal information in our possession and control. This Privacy Policy explains the measures we take to fulfill these commitments and describes the manner in which Phaze collects, uses, maintains, discloses and otherwise treats personal information of users (each, a “User”) of our website at Phaze.io and the Phaze mobile application (collectively with all subpages and successor pages, the “Site”) as well as through other products and services offered by Phaze (collectively the “Services”) and other interactions with our clients and prospective clients.

By using the Site, registering for or obtaining a Service and/or providing us with personal information, you consent to the collection, use and disclosure of your personal information as described in this Privacy Policy.

### **Personal information**

We collect personal information from Users directly, through their interactions with the Site and the Services, and through third parties, as described below.

We may collect personal information from Users in a variety of ways, including, but not limited to, when Users visit or use our Site, register for or use a Service, and in connection with other activities, services, features or resources we make available on or through our Site. Users may be asked for, as appropriate, name, address, email address, telephone number, date of birth and banking or other account information. Users may also provide us with other personal information when they contact us with questions, inquiries, complaints or suggestions. We may also collect information about how Users use our Site and Services.

We may collect personal information from third party partners with User consent. For example, we collect information about usage to serve you better, provide more personalized promotions and discounts.

If you create an account, you agree that we may verify your name, address, phone number, and other account details with information about you held by third party sources and your mobile service provider in order to verify your identity and help protect against potential fraud, such as when someone other than you is trying to use your account or conduct a transaction without your permission, and you provide your consent for them to disclose and/or compare your information for this purpose.

### **Information we collect automatically through our Site**

We may collect information about Users whenever they interact with our Site. This information may include the browser name, the type of computer and technical information about Users’ means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information. We use this information to understand how Users interact with our Sites, and to make improvements.

Cookies and Similar Technologies. Our Site uses a technology called “cookies”. A cookie is a tiny element of data that the Site can send to your browser, which may then be stored on your hard drive so that you can be recognized when you return. We use cookies on the Site to enhance User

experience and in order to deliver personalized products and services. We also use cookies to provide us and our service providers with information about your use of the Site that we may use to personalize the Site or other content in accordance with your interests and preferences (e.g. language preference) and improve your user experience. You may set your Web browser to notify you when you receive a cookie or to not accept certain cookies. However, if you decide not to accept cookies from the Site, you may not be able to take advantage of all of the features of the Site.

Tracer Tags & Web Beacons. The Site may also use a technology called “tracer tags” or “Web Beacons”. This technology allows us to understand which pages you visit on the Site. These tracer tags are used to help us optimize and tailor the Site for you and other future visitors to the Site.

Online Advertising. We may use third parties to serve our advertisements on our Site or other websites. These companies may use cookies, tracer tags or web beacons to report certain information about your visits to our Site and other websites (such as web pages you visit and your response to ads) in order to measure the effectiveness of our marketing campaigns and to deliver ads that are more relevant and tailored to you, both on and off our Site.

### **How we use collected information**

Phaze may collect and use Users’ personal information for the following purposes:

- *To provide Services*
  - We use information in order to register Users for a Service, to provide and administer our Services and to resolve any issues relating to a Service.
- *To respond to inquiries and provide and improve customer service*
  - We use information to respond to a User’s inquiries, questions, and/or other requests.
  - Information Users provide helps us respond to customer service requests and support needs more efficiently.
- *To personalize User experience*
  - We may use the information we collect to personalize a User’s experience when they visit or use the Site or Services. We may also use information in the aggregate to understand how our Users as a group use the Services and resources provided on our Site.
- *To improve our Site*
  - We may use the information we collect, including feedback Users provide, to improve our Site and Services.
- *To run a promotion, contest, survey or other Site feature*
  - We use information to administer contests, promotions, surveys and other Site features.
- *For marketing purposes*
  - We may use personal information in order to better understand our Users’ needs and preferences in order to provide them with information and offers that we believe may be of interest to them. We may provide information and offers by any means, including by e-mail, in-app notifications, push notifications and display advertising. Users may opt out

of having their personal information used for these purposes by contacting us as described below.

- *For research and analytics*
  - We may use the information we collect to generate aggregate or de-identified data, which is not capable of identifying any particular User. We may use aggregate and de-identified data for any lawful purpose, including research and analytics.
- *For our other reasonable business purposes*
  - We may use information to detect and prevent fraud, to enforce our agreements with Users and to maintain business records. We may also use information for other purposes with User consent or as permitted or required by law.

### **How we protect your information**

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of Users' personal information. Personal information is maintained on our servers or those of our service providers and is accessible to authorized employees, representatives and agents who require access in connection with their job responsibilities.

Your online access to certain of your personal information is protected with a password you select. We strongly recommend that you do not disclose your password to anyone. We will never ask you for your password in any unsolicited communication (such as letters, phone calls or email messages).

### **Sharing your personal information**

We may disclose personal information to third parties (including outside of Barbados) as necessary to provide the Services that a User has requested.

We may transfer personal information to outside agents or service providers (including our affiliates acting in this capacity) that perform services on our behalf, such as customer service and support, marketing and analytics, data hosting or processing services or similar services. Some of these service providers may be located outside of Barbados, including in Canada and the United States, and as a result your personal information may be processed in Canada or the United States or elsewhere outside of Barbados, where local laws may permit foreign government and national security authorities to access personal information in certain circumstances.

We may disclose personal information in connection with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of Phaze or our business or assets, for the purposes of evaluating and/or performing the proposed transaction. Assignees or successors of Phaze or our business or assets may use and disclose your personal information for similar purposes as those described in this Privacy Policy.

We may disclose personal information in other circumstances with User consent or as permitted or required by law, including as required by foreign laws applicable to us, our affiliates and service providers.

We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and Users with our business partners, trusted affiliates and advertisers for the purposes outlined above.

### **Your choices**

Generally, by visiting our Site, using our Services, or otherwise providing us with personal information, we will assume that you consent to our collection, use and disclosure of such information for the purposes described in this Privacy Policy.

You may withdraw your consent to our collection, use and disclosure of personal information at any time, subject to contractual and legal restrictions and reasonable notice. However, if you withdraw your consent, certain functionality of the Site may not be available to you and we may not be able to provide you with certain Services.

You may ask that we not use your personal information for marketing purposes by contacting us as described in the “Contacting us” section below or by using the unsubscribe feature found within our marketing communications, where applicable. Please note that if you ask us not to use your personal information for marketing purposes, you may still see certain types of ads from us (for example, online), but these will not be tailored to your interests.

### **Third party websites**

Our Site may contain links to other websites that we do not own or operate. Also, links to our Site may be featured on third party websites on which we advertise. We provide links to third party websites as a convenience to the User. These links are not intended as an endorsement of or referral to the linked websites. The linked websites have separate and independent privacy policies, notices and terms of use, which we recommend you read carefully. We do not have any control over such websites, and therefore we have no responsibility or liability for the manner in which the organizations that operate such linked websites may collect, use or disclose, secure and otherwise treat your personal information.

### **Changes to this Privacy Policy**

Phaze may update or change this Privacy Policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we handle personal information. You acknowledge and agree that it is your responsibility to review this Privacy Policy periodically and become aware of modifications.

Your continued use of the Site or Services following the posting of changes to this Privacy Policy will be deemed your acceptance of those changes.

### **Contacting us**

You may request access to or correction of your personal information in our custody or control, by writing to the address below, attention Kyle Collier, Co-founder and CEO. Your right to access or correct your personal information is subject to applicable legal restrictions. We may take reasonable steps to verify your identity before granting access or making corrections. If you have any questions

about this Privacy Policy, or our personal information handling practices generally, please contact us at:

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- Phaze Global Inc.
- [www.Phaze.io](http://www.Phaze.io)
- DGM Trust Corporation, Level 3, Cedar Court, Wildey Business Part, Wildey, St. Michael, Barbados.
- Team@Phaze.io

This document was last updated on August 28, 2018