

## Terms of Service and Privacy Policy

Dear User,

Thank you for choosing Platinum Wallet. This *Platinum Wallet Terms of Service* (“Agreement”) is made between you (“User”) and Platinum company LTD., a company incorporated in Seychelles and having its registered address at Global Gateway 8, Rue de la Perle, Providence, Mahe, Seychelles (“Company”) and is legally binding between you and Company. In this Agreement (a) “we” and “us” refer to the Company and “our” shall be construed accordingly; and (b) “you” refers to User and “your” shall be construed accordingly; (c) virtual currency (the “Currency”) is a virtual peer-to-peer currency, including Bitcoins, Litecoin, etc.; (d) [wallet.gatei.co](http://wallet.gatei.co) (the “Website” or the “Wallet”) is an online Wallet for holding, sending and receiving the Currency. Each of you and the Company shall hereinafter be referred to as a “Party”, and collectively, you and the Company shall hereinafter be referred to as the “Parties”.

Company hereby reminds you that you must carefully read the full content of this Agreement and other documents mentioned in this Agreement before registering to and using Website or using our mobile application “AMM Platinum Wallet” available on various mobile platforms including but not limited to Google Play and Apple App Store (“AMM Platinum Wallet” or “App”). In particular, you must carefully read the section of “Disclaimer and Limitation of Liability” and other sections which are displayed in bold in this Agreement. You must make sure that you fully understand the whole Agreement and evaluate the risks of using Platinum Wallet on your own.

### I. Confirmation and Acceptance of this Agreement

1. You understand that this Agreement and other relevant documents apply to Platinum Wallet and the Decentralized Applications (“DApps”) which are developed and owned independently by Company on Platinum Wallet (and excluding DApps developed by third parties).
2. By registering to and using the Platinum Wallet, you agree to be bound by and accept this Agreement, its terms and conditions and all the policies and guidelines that are incorporated by reference (for example, the Privacy Policy, the Acceptable Use Policy). If you do not agree with the Agreement and/or individual provisions of the Agreement, you cannot use the Platinum Wallet.
3. In accessing or using Platinum Wallet, you agree:
  - a) to be bound by the latest version of this Agreement without variation or modification;
  - b) that in the jurisdiction to which you are subject, you are of legal age to use Platinum Wallet and to create binding legal and financial obligations for any liability you may incur as a result of the use of Platinum Wallet; and
  - c) you are not an Excluded Person (as defined herein).
4. Company may, at its sole discretion, modify or replace this Agreement at any time. The modified Agreement will automatically take effect once it is posted on Platinum Wallet and you will not be notified separately. If you do not agree with the modifications, you shall cease to use Platinum Wallet immediately. Use of Platinum Wallet by you after any modification to this Agreement constitutes your acceptance of this Agreement as modified.
5. This Agreement comes into effect at the moment you register at the Wallet.

## II. Definition

1. **Platinum Wallet:** means the blockchain wallet developed by Company based on blockchain systems and other supporting tools which are developed for the convenience of the Users when using blockchain systems.
2. **Excluded Person:**
  - a) a person other than a natural person who possesses legal and mental capacity to enter into this Agreement; or
  - b) a User who is prohibited, restricted, unauthorized or ineligible in any form or manner whether in full or in part under this Agreement, laws, regulatory requirements, or rules in the jurisdiction applicable to such User, to use the Services (as defined below).
3. **Identity:** means the blockchain identity generated from a pair of your Public Key and Private Key.
4. **Beginner's Guide:** means the operation guide provided by the Company before you start to use Platinum Wallet (and during your future use of Platinum Wallet). This Beginner's Guide would help you understand the basic knowledge about blockchain.
5. **Create or import wallet:** means your use of Platinum Wallet to create or import wallet after your acceptance of this Agreement.
6. **User account:** means the main interface of the wallet. You must be registered and authorized to have an access to user account. Any assets management in Wallet are possible only with your Mnemonic Words.
7. **Alert:** means the messages displayed on Platinum Wallet's operation interface which provides suggestions for Users on subsequent operations.
8. **Specific Users:** means Users who should cooperate with Company and disclose Personal Information in order to comply with the laws, regulations and policies of Singapore and other countries.
9. **Private Key:** consists of 256 random bits. Private Key is the core for the User to hold and use the Tokens.
10. **Public Key:** is derived from the Private Key based on cryptography and is used to generate wallet addresses. A wallet address is a public address for receipt of Tokens.
11. **Mnemonic Words:** consists of 12 (or 15/18/21/24) words which are randomly generated, and it is based on BIP39, the industry standard of blockchain. It is a human readable format of words to back up your Private Key for recovery. Platinum Wallet does not store mnemonic words associated with Wallet on the Company's servers.
12. **Keystore:** means Private Key in the format of a file which is encrypted and protected by the User's Mnemonic Words. Keystore is stored only in your mobile device and will not be synchronized to the Company's servers.
13. **Tokens:** means the tokens which are supported by Platinum Wallet currently, including but not limited to BTC, ETH, DGD and so on.
14. **Materials:** means contents in the columns of "Portfolio", "Marketplace" etc. on Platinum Wallet. The Materials are third parties' proprietary properties. User shall not reproduce or distribute the materials without their permission and authorization. Foregoing Materials are solely for your reference and shall not be considered as guidance or advice on your transactions provided by Company.
15. **Personal Information:** means information recorded in electronic or any other form which may identify a natural person when used alone or in combination with other information,

including but not limited to name, date of birth, identification card number, personal biological identification information, address, telephone number, bank card number, e-mail address, wallet address, mobile device information, operation record, transaction record, but excluding Private Key, Mnemonic Words and Keystore.

16. **Smart Contract:** means the type of Smart Contract operating on Ethereum blockchain and spreading, verifying and executing contracts via information methods, including but not limited to Smart Contract Kyber and/or Smart Contract 0x as hereinafter mentioned. Smart Contracts integrated on Platinum Wallet do not provide cross-blockchain services.

17. **WETH:** means the tokenization of ETH. Because ETH does not satisfy its ERC20 standard, ETH is packaged via the means of tokenization to be used for direct transactions with other Tokens. The exchange rate between Tokens supported by Platinum Wallet and WETH is decided by the third-party-developed Smart Contracts.

18. **ETH** means Ether, the cryptographic token associated with the Ethereum blockchain, which for the avoidance of doubt does not include "Ethereum Classic".

### **III. Platinum Wallet Services (collectively, the "Services")**

1. **Registration.** If you want to start using the Wallet, you must register at the Website or in App. After you agree to be bound by this Agreement and complete the registration form, Platinum Wallet will establish an account for you (the "Account") and provide you with the E-mail and password. Platinum Wallet is entitled to refuse to register a new User without indicating the reasons.

2. **Import wallet.** You may use Platinum Wallet to create a new wallet or import wallets generated by other wallet application. You may only import wallets with Tokens which are supported by Platinum Wallet.

3. **Send and receive Tokens.** You may manage your digital Tokens by using the transfer and receipt functionalities of Platinum Wallet, i.e., you may revise the blockchain ledger by signing with your Private Key. Transfer of Tokens means the payer's transfer of the Token to the ENS domain or blockchain address of the payee. Such "transfer" of Tokens involves a validated record of such transaction on the distributed ledger of the relevant the blockchain system (rather than an actual delivery or transfer of Tokens on Platinum Wallet).

4. **Manage Tokens.** You may use Platinum Wallet to add, manage or delete the Tokens (except ETH and BTC) supported by Platinum Wallet.

5. **Transaction records.** We will copy all or part of your transaction records from the blockchain system. However, Users shall refer to the blockchain system for the latest transaction records.

6. **Suspension of service.** You understand that we are not able to reverse or cancel the transaction because transactions based on blockchain technologies are irrevocable. However, under certain circumstances, we may suspend or limit the function of Platinum Wallet used by a particular User.

7. Other services that Company would like to provide.

#### **Users who use Platinum Wallet acknowledges and accepts that:**

1. In order to keep the decentralization feature of blockchain and to protect the security of your digital Tokens, Company offers decentralized service which is largely different from the banking and financial institutions. Users acknowledge and accept that the Company SHALL NOT have any responsibility to :

- a) store Users' Private Key, Mnemonic Words or Keystore;

- b) recover Users' Private Key, Mnemonic Words or Keystore;
  - c) freeze the wallet;
  - d) report the loss of wallet;
  - e) recover the wallet; or
  - f) rollback transactions.
2. You shall bear sole responsibility to take care of your devices, back up the Platinum Wallet App, and back up the Mnemonic Words, Private Key and Keystore. In the event that: your device is lost, your Platinum Wallet App or your wallet is deleted and not backed up, your wallet is stolen or you forget your Private Key, Mnemonic Words or Keystore, the Company will not be able to recover the wallet or recover Private Key, Mnemonic Words or Keystore. The Company may not be able to cancel transactions for the mishandling of Users (such as typing in wrong addresses for transactions, wrong amounts to be exchanged) and the Company shall not be responsible in any way in respect of the same.
3. Platinum Wallet does not support all existing tokens. Do not use Platinum Wallet to handle any non-supported tokens.
4. The DApps integrated into Platinum Wallet include those developed independently by Company and those developed by third parties. Platinum Wallet only provides blockchain search and browser functions for those third-party-developed DApps, and thus Platinum Wallet does not offer any guarantee for functions or service qualities of those third-party-developed DApps. Users shall, at their sole discretion, decide whether there would be any risks to accept the services provided by or to conduct transactions on the third-party-developed DApps.
5. If Users access any websites and any third-party-developed DApps not integrated on Platinum Wallet by entering URL under the developer mode, Users shall understand the security risks of the websites and the third-party-developed DApps linked by such URL, and assume all risks and consequences independently.

#### IV. Your Rights and Obligations

##### 1. Create or Import Wallet

- a) **Create or import wallet:** you are entitled to use Platinum Wallet to create and/or import wallet and use your wallet to transfer and receive Tokens on blockchain.
- b) **Identification verification:** Specific Users will be asked to complete identification verification before using Platinum Wallet to comply with related laws and regulations, according to the notification of Platinum Wallet. Specific Users may be asked to provide Personal Information including but not limited to name, identification card number, cell phone number, bank card information, etc., without which the Specific Users will not be able to use certain services and the Specific Users alone shall be responsible for the loss caused by their delay in completing the verification.
- c) Company may develop different versions of Platinum Wallet for different terminal devices. You shall download and install applicable version. **If you download and install Platinum Wallet or other application with the same name as "Platinum Wallet" from any unauthorized third party, Company cannot guarantee the normal operation or security of such application. Any loss caused by using such application shall be borne solely by you.**

d) A previous version of Platinum Wallet may stop to operate after a new version is released. Company cannot guarantee the security, continuous operation or customer services for the previous version. Users shall download and use the latest version.

## 2. Use of Platinum Wallet

a) **You shall bear sole responsibility to take care of your devices, Private Key, Mnemonic Words and Keystore.** Company does not store or hold the above information for Users. **You shall be solely responsible for any risks, liabilities, losses and expenses which result from frauds, you losing your mobile device, disclosing (whether actively or passively) or forgetting Private Key, Mnemonic Words or Keystore, or your wallet being attacked.**

b) **Platinum Wallet Alerts.** You understand and agree to comply with the Alert(s) published by the Company on Platinum Wallet. You shall be responsible for any risks, liabilities, losses and expenses which result from your failure to comply with any Alert(s).

c) **You understand that Platinum Wallet undertakes no responsibility to conduct due diligence on the services or transactions provided by third-party-developed DApps or Smart Contracts. You shall assess carefully and assume all risks in connection with the use of Platinum Wallet.**

d) **Provision of information and documents.** To the extent that the Company determines, in its sole discretion, that it is necessary to obtain certain information about User in order to comply with any applicable law or regulation in connection with the use or operation of Platinum Wallet, User shall provide Company with such information promptly upon such request, and acknowledges and accepts that Company may restrict, suspend or terminate your use of Platinum Wallet until such requested information has been provided to the satisfaction of Company. User undertakes to notify Company of any change in the documents and information provided by User to Company pursuant to this Agreement and in the absence of any notification in writing notifying of any change, Company is entitled to assume that the documents and information provided by User remain true, correct, not misleading and unchanged.

e) **Complete identification verification.** If Company reasonably deems your operation or transactions to be abnormal, or considers your identification to be doubtful, or Company considers it necessary to verify your identification documents or other necessary documents, you shall cooperate with Company and provide your valid identification documents or other necessary documents and complete the identification verification in time.

### f) **Transfer of Tokens**

i. You understand that you may be subject to daily limits on the amount and times of transfers according to your location, regulatory requirements, transferring purposes, risk control by Platinum Wallet, or identification verification.

ii. You understand that blockchain operations are “irrevocable”. When you use Platinum Wallet to transfer Tokens, you shall be solely responsible for the consequences of your mishandling of the transfer (including but not limited to wrong address, problems of the node servers selected by you).

iii. You understand that the following reasons may result in a “transfer failed” or “mining overtime” prompt:

- insufficient balance in wallet;
- insufficient gas for transaction;
- blockchain’s failure to execute the code of smart contracts;
- the transfer amount exceeding the transfer limits imposed by authorities, Platinum Wallet or laws or regulations;
- technical failure of the network or equipment;
- abandoned transactions result from blockchain network congestion or failure;
- the wallet address of yours or your counterparty’s is identified as special addresses, such as high-risk address.

iv. You understand that Platinum Wallet is only a tool for transfer of Tokens. Company shall be deemed to have fulfilled its obligations once you have completed the transfer and shall not be held liable for any dispute in relation thereto.

g) **Compliance.** You understand that you shall abide by applicable laws, regulations and policies when you use Platinum Wallet or the DApps or the Smart Contracts on Platinum Wallet.

h) **Notifications.** Platinum Wallet may send notifications to you by web announcements, e-mails, text messages, phone calls, Notification Centre information, popup tips or client-end notices (e.g., information about your transfer or suggestions on certain operations) which you shall be aware of timely.

i) **Service fees and taxes.**

i. **When you use third-party-developed Smart Contracts may charge handling fees and/or service fees from you, which shall be subject to the fees collected by those Smart Contracts, and the relevant information displayed on Platinum Wallet is merely for your reference;**

ii. The Company does not charge you any service fees or handling fees for the time being. The Company may reach an agreement with you or announce rules regarding service fees in the future;

iii. You need to pay “gas” or network fees when you transfer Tokens, the amount of which would be on your sole discretion and would be collected by the relevant blockchain network;

iv. You understand that your transfer of Tokens may fail under certain circumstances, including but not limited to insufficient “gas” or network fees paid by you for the transfer of Tokens during the time of your transfer, or the relevant blockchain network being unstable, and in such event, you may still be charged gas by the relevant blockchain network, notwithstanding the failed transfer attempted;

v. You shall bear all the applicable taxes and other expenses occurred due to your transactions on Platinum Wallet.

## V. Risks

1. You understand and acknowledge that the blockchain technology is a field of innovation where the laws and regulations are not fully established. You may be faced with material risks

including instability of technology or failure for fiat-token exchange. You also understand that Tokens have much higher volatility comparing to other financial assets. You shall hold or dispose of the Tokens in a reasonable way and corresponding to your financial status and risk preferences. You also acknowledge that the market information is captured from exchanges by Platinum Wallet and may not represent the latest or the best quotation of each Token.

2. If you or your counterparty fails to comply with this Agreement or fails to follow the instructions, tips or rules on the website or on the page of the transaction or payment, the Company does not guarantee successful transfer of the Tokens and the Company shall not be held liable for any of the consequences of such failure. If you or your counterparty has already received the payment in Platinum Wallet or third-party wallet, you understand that transactions on blockchain are irreversible and irrevocable. You and your counterparty shall assume the liabilities and consequences of your transactions.

3. You understand and acknowledge that Platinum Wallet is only an interface tool for Users to interact with the third-party-developed Smart Contracts and displays relevant results of such completed transactions.

4. When you use third-party-developed DApps and Smart Contracts integrated in Platinum Wallet, Company strongly suggest you read the terms of use, privacy policy, and other relevant documents and information of such third-party-developed DApps and Smart Contracts carefully, get familiar with the counterparty and the product information and evaluate the risks before you make transactions on such DApps or Smart Contracts. You understand that such transactions and corresponding contractual relationship are between you and your counterparty, instead of the Company. The Company shall not be held liable for any risks, responsibilities, losses or expenses occurred due to such transactions.

5. When you transfer your tokens directly to another wallet address, it is your sole responsibility to make sure that your counterparty is a person with full capacity for civil acts and decide whether you shall transact with him/her.

6. You shall check the official blockchain system or other blockchain tools when you receive an Alert such as "transaction failed" or "mining overtime" in order to avoid repetitive transfer. If you fail to follow this instruction, you shall bear the losses and expenses occurred due to such repetitive transfer.

7. You understand that after you create or import wallet on Platinum Wallet, your Keystore and Mnemonic Words will not be stored in Platinum Wallet or on the servers of Company. You may change another device to use Platinum Wallet after you follow the instructions on Platinum Wallet to back up your wallet. If you lose your device before you could write down or backup your Private Key, Mnemonic Words or Keystore, you may lose your Tokens and Company will not be able to recover them. If your Private Key, Mnemonic Words or Keystore is disclosed or the device which stores or holds your Private Key, Mnemonic Words or Keystore is hacked or attacked, you may lose your Tokens and Company will not be able to recover them. Any and all losses arising in connection with the foregoing shall be borne solely by you.

8. We suggest you backup your Private Key, Mnemonic Words and Keystore when you create or import wallet by writing them down on papers or backup them in password management apps. Please do not use electronic methods such as screenshots, e-mails, note-taking apps in cell phones, text messages or messenger apps to backup any of the foregoing information.

9. In order to avoid potential security risks, we suggest you use Platinum Wallet in a secured network environment. Please do not use a jailbreak or rooted mobile device.
10. Please be alert to frauds when you use Platinum Wallet. If you find any suspicious activity, we encourage you to inform us immediately.

## **VI. Change, Suspension, Termination of Company Service**

1. You acknowledge and accept that Company may, at its sole discretion, provide only a part of the Services for the time being, suspend certain Services or provide new Services in the future. When we change our Services, your continuous use of Platinum Wallet is deemed as your acceptance of this Agreement and revisions of this Agreement.
2. In order to avoid (to the extent possible) any mishandling of Platinum Wallet or any risk to the security of your Tokens, you shall not use Platinum Wallet if you do not possess the basic knowledge of blockchain. For Users who do not possess basic knowledge of blockchain, Company may refuse to provide all or part of the Services on Platinum Wallet to such Users.
3. You understand that Company may suspend the Services under the following circumstances (or may completely terminate the Services in connection with any of the following circumstances):
  - a) maintenance, upgrading, failure of equipment and blockchain system and the interruption of communications etc., which lead to the suspension of the operation of Platinum Wallet;
  - b) force majeure events including but not limited to typhoon, earthquake, tsunami, flood, power outage, war, or terrorist attacks, or computer viruses, trojan horse, hacker attacks, system instability or government behaviors and other reasons, which result in the Company's inability to provide Services or if in Company's reasonable opinion, continuous provision of Services would result in significant risks;
  - c) material adverse change of applicable laws or policies; or
  - d) any other event(s) which Company cannot control or reasonably predict.
4. Company reserves the right to unilaterally suspend or terminate all or part of the Services or any function of Platinum Wallet under the following circumstances:
  - a) death of Users;
  - b) if you steal others' wallets information or mobile devices;
  - c) if you provide false Personal Information on Platinum Wallet;
  - d) if you refuse to allow mandatory update of Platinum Wallet;
  - e) if you use Platinum Wallet to commit illegal or criminal activities;
  - f) if you hinder the normal use of Platinum Wallet by other Users;
  - g) if you pretend to be staff or management personnel of Company;
  - h) if you threaten the normal operation of Company computer system by attack, invasion, alternation or any other means;
  - i) if you use Platinum Wallet to send spam; or
  - j) if you spread rumours which endanger the goodwill of Company and Platinum Wallet;
  - k) if you conduct any illegal activities, breach this Agreement etc. or other circumstances under which Company reasonably considers necessary to suspend Services.
5. You are entitled to export your wallets within a reasonable amount of time if Company changes, suspends or terminates its Services.



## **VII. Your Representations and Warranties**

1. You shall comply with all applicable laws and regulations of the country or area you reside in. You shall not use Platinum Wallet for any unlawful purposes or by any unlawful means.
2. You shall not use Platinum Wallet to commit any illegal or unlawful activities, including but not limited to:
  - a) activities endangering national security of the country or area you reside in, disclosing state secrets, overturning the government or undermining national unity;
  - b) any illegal conducts, such as money laundering, illegal fund raising etc.;
  - c) accessing Company services, collecting or processing the content provided by Company, intervening or attempting to intervene any Users, by the employment of any automated programs, software, network engines, web crawlers, web analytics tools, data mining tools or similar tools etc.;
  - d) providing gambling information or inducing others to engage in gambling;
  - e) invading into others' Platinum Wallet wallets to steal Tokens;
  - f) engaging in any inaccurate or false transactions with the counterparty;
  - g) committing any activities which harms or attempts to harm Platinum Wallet service system and data;
  - h) other activities which Company has reason to believe are inappropriate.
3. You understand and accept that you shall be responsible for any violation of law (including but not limited to the customs and/or tax regulations) or for breach of this Agreement by you and shall indemnify Company against the losses, the third-party claims or administrative penalties against Company incurred by such violation or breach, including reasonable attorney's fees.
4. You confirm that you will pay the service fees charged by Company in time (if applicable). Company reserves the right to suspend the services when the User fails to pay service fees (if applicable).

## **VIII. Privacy Policy**

Any personal data or information which you provide to us is also subject to our privacy policy ("**Platinum Wallet Privacy Policy**"), which is incorporated by reference into this Agreement.

## **IX. Disclaimer and Limitation of Liability**

1. Company only undertakes obligations expressly set forth in this Agreement.
2. YOU ACKNOWLEDGE AND ACCEPT THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PLATINUM WALLET IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. Company shall not be held liable for malfunction of Platinum Wallet which results from any of the following reasons:
  - a) system maintenance or upgrading of Platinum Wallet;
  - b) force majeure, such as typhoon, earthquake, flood, lightning or terrorist attack etc.;
  - c) malfunction of your mobile device hardware and software, and failure of telecommunication lines and power supply lines;
  - d) your improper, unauthorized or unrecognized use of the Services;
  - e) computer viruses, trojan horse, malicious program attacks, network congestion, system instability, system or equipment failure, telecommunication failure, power failure, banking issues, government acts etc.;

f) any other reasons not imputed to Company.

3. Company shall not be held liable due to any of the following circumstances:

- a) you losing your mobile devices, deleting Platinum Wallet applications and wallets without back-up, forgetting Private Keys, Mnemonic Words, Keystores without back-up, which result in the loss of such User's Tokens;
- b) you disclosing your Private Keys, Mnemonic Words, Keystores, or lending or transferring your Platinum Wallet wallets to others, or authorizing others to use your devices or Platinum Wallet wallets, or downloading Platinum Wallet applications through unofficial channels, or using Platinum Wallet applications by other insecure means, which result in the loss of your Tokens;
- c) you mishandling Platinum Wallet (including but not limited to wrong address, failure of the node servers selected by you) , which result in the loss of Tokens;
- d) you being unfamiliar with the lack of knowledge in relation to blockchain technology and your mishandling of Platinum Wallet resulting in loss of your Tokens;
- e) Platinum Wallet being unable to copy accurate transaction records due to system delay or blockchain instability etc.;

4. Each User shall undertake the risks and consequences arising or in connection with the following :

- a) such User's transactions on the third-party-developed DApps or Smart Contracts;
- b) the use of developer mode by Users; and

5. You understand that Platinum Wallet is only a management tool for Tokens which is incapable to control the quality, security and legitimacy of products and services provided by the third-party-developed DApps or Smart Contracts, or the authenticity and accuracy of their information and their capabilities to fulfill the obligations under the agreements with you. You, at your sole discretion, decide whether to transact on the third-party-developed DApps or Smart Contracts. You understand that such transactions and corresponding contractual relationship are between you and your counterparty, instead of the Company. We kindly remind you to carefully review the authenticity, legitimacy, and effectiveness of related information provided by the third-party-developed DApps and Smart Contracts before you decide to use the DApps or the Smart Contracts. In addition, you shall also assume all the risks arising from the transactions between you and any third party exchanges.

6. You acknowledge that Platinum Wallet may provide services to you and your counterparty simultaneously or may have affiliation or other interest relationship with foregoing parties, and you agree to waive any actual or potential conflicts of interests and will not claim against Company on such base or burden Company with more responsibilities or duty of care.

7. Company does not warrant that:

- a) services provided by Company would satisfy all your needs;
- b) all techniques, products, services, information or other materials from Company would meet your expectations;
- c) all the transaction information in digital Tokens markets captured from the third party exchanges are prompt, accurate, complete, and reliable;
- d) your counterparties on Platinum Wallet will perform their obligations in the transaction agreements with you timely.

8. In any case, the total liability for Company under this Agreement shall not exceed the greater of:

- a) the market value of 0.1 ETH; or
- b) 70 US Dollars.

9. You are aware that Platinum Wallet is only a tool for Users to manage their Tokens and to display transaction information. Company does not provide legal, tax or investment advice. You shall seek advice from professional legal, tax, and investment advisors. In addition, Company shall not be liable for any investment loss, data loss etc. during your use of our service.

10. You understand that we may change our entry standards, limit the range and ways to provide services for specific Users etc. at any time in accordance with applicable laws and regulations.

## **X. Miscellaneous**

### *1. No Assignment*

Subject to this Agreement, only you and no other person shall have the right to any claim against us in connection with use of the Services. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall be void and shall not impose any obligation or liability on or against us to the assignee or transferee.

### *2. Intellectual Property Rights*

Platinum Wallet is an application developed and owned by Company. The intellectual property rights of any contents displayed in Platinum Wallet (including this Agreement, announcements, articles, videos, audios, images, archives, information, materials, trademarks or logos) are owned by Company or the third party licensors. Users can only use the Platinum Wallet applications and its contents for the purpose of holding and managing their Tokens. In particular, without prior written consent from the Company or the third party licensors, no one shall use, modify, decompile, reproduce, publicly disseminate, alter, distribute, issue or publicly publish the abovementioned applications and contents. This Agreement shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, internet domain names or copyright in connection with us or the Services.

### *3. No Waiver*

Any failure by us to enforce this Agreement or to assert any right(s), claim(s) or causes of action against you under this Agreement shall not be construed as a waiver of our right to assert any right(s), claim(s) or causes of action against you.

### *4. Entire Agreement*

This Agreement includes this *Platinum Wallet Terms of Service*, *Platinum Wallet Privacy Policy*, and other rules (including contents in the "Support" column) posted by Company from time to time. Save for *Platinum Wallet Terms of Service*, *Platinum Wallet Privacy Policy* which are incorporated in this Agreement, this Agreement contains the entire agreement and the understanding between us and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to the use of Platinum Wallet and the services in connection thereto.

### *5. Taxes*

5.1 The use of Services shall be exclusive of all taxes that are applicable to, arising from, or in connection to your use of the Services in any jurisdiction ("**Payable Tax**").

5.2 You shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines, punishments, or other

liabilities arising from the non-fulfilment or non-performance to any extent of any of your obligations in relation to the Payable Tax.

5.3 We shall not be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities.

#### *6. Governing Law and Dispute Resolution*

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

In the event of any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the Parties shall first seek settlement of that dispute. In the event that such dispute is not resolved within a period of 30 days from the commencement of such settlement process, such dispute shall be referred to and finally be resolved by arbitration in Singapore in accordance with the rules of the Singapore International Arbitration Centre (“**SIAC**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of a sole arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English. Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore to support and assist the arbitration process pursuant to the foregoing of this paragraph, including if necessary the grant of interlocutory relief pending the outcome of that process.

*7. Contracts (Rights of Third Parties) Act* The Contracts (Rights of Third Parties) Act (Chapter 53B) of Republic of Singapore, as may be modified, amended or supplemented from time to time, shall apply to this. A person who is not a Party shall not have any rights whatsoever under this Agreement or to enforce this Agreement.

#### *8. Severance and Partial Invalidity*

8.1 If any of part of this Agreement is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of this Agreement shall continue to be valid and in full force and effect.

8.2 The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

#### *9. Translated versions of this Agreement*

Translated versions of this Agreement (if any) are provided for the convenience of Users, and are not intended to revise the English version of this Agreement. If there is any discrepancy between the English version and non-English version of this Agreement, the English version shall prevail.

### **XI. Others**

1. You shall fully understand and conform to the laws, regulations and rules in your jurisdictions which are relevant to use of the Services.
2. During your use of the Services, if you come across any problems, you can contact us through the submission of your feedbacks on Platinum Wallet.
3. This Agreement is accessible for all Users on Platinum Wallet. We encourage you to read this Agreement each time you log onto Platinum Wallet.
4. **This Agreement shall become effective on September 1, 2018.**

**As for any issues not covered in this Agreement, you shall comply with the announcements and relevant rules as updated by Company from time to time.**