

Terms and Conditions of Use

The following TERMS AND CONDITIONS (T&Cs) shall govern your access and use of SAM App and the services associated with it. By registering or using the SAM App, you accept and agree to be legally bound by these T&Cs.

These T&Cs shall be effective, valid and binding from the time you agreed to it and will exist up to the time that it is terminated by you or us, save for those provisions that will remain effective after termination as stated in these T&Cs, laws or regulations.

1. What is SAM?

SAM stands for SMART ASSET MANAGERS. SAM is owned and operated by SAM Digital Technologies, duly registered with and licensed to operate under the laws of Australia and the Philippines.

2. Features

SAM DIGITAL TECHNOLOGIES is in Digital and Conventional Businesses, including but not limited to:

- * SAM E WALLET
- * SMART ASSET MANAGERS PROJECT DEVELOPMENTS (SAMPD)

3. Registration

3.1 The SAM App is absolutely FREE of cost and may be downloaded as a mobile application from direct links or the official Play Store or iTunes store, depending on your smartphone's operating system. Once downloaded, you must install the SAM App on your smartphone. After installation, you need to create your account. Message the person or your leader that referred you to SAM and ask for the REFERRAL CODE. Enter the referral code when creating an account.

3.2 When you create an account, you will be asked to accept these T&Cs and provide information such as your complete name, present and/or permanent address, date of birth, nationality, source of funds, photo of yourself and signature in accordance with the legal Know-Your-Customer (KYC") requirements. We may verify your registration information through a third party verification vendor, as we may deem necessary. In some cases, we may ask you to provide additional details or information that can aid in verifying your identity.

3.3 By accepting these T&Cs, you represent that you are of majority age to register for a SAM App account.

3.4.If you are a business entity, you also represent that you are duly authorized to do business and your employees, officers, representative and other agents accessing or using the SAM App are duly authorized to access and use the same and to legally bind you to these T&Cs and all transactions conducted under your username and password.

3.5 You agree to provide all necessary information and render all reasonable assistance and cooperation that we may require in order to complete the verification. The information you provide will be used to determine if you are eligible to begin and/or continue to use your SAM App. We reserve the right to

close, suspend or limit your access to your SAM App account in the event that we are unable to obtain or verify your information. All collection and use of your personal data by us is subject to the Privacy Policy below.

3.6 You are responsible for providing accurate registration information and for keeping your registration information up to date, or notifying us in the event of changes. In addition, as certain services may become available or be offered only on selective basis or promotional basis, supplementary information may be required from your end in order to enable or avail of the relevant service.

4. SAM App account

Your SAM App account gives you access to the SAM e-Wallet and SAM Project Developments, among other features and services, as well as access to crypto-currency platforms such as DDK, BTC and ETH.

5. SAM e-Wallet

The SAM e-Wallet is a reloadable e-money instrument. You are neither investing capital, nor buying anything directly through the SAM App, nor setting up automatic investment plans. It is not a deposit account, and not covered by the Philippine Deposit Insurance Corporation (“PDIC”) or other private or government insurance systems. It does not earn interest. However, SAM Digital Technologies is registered with and licensed by the Bangko Sentral ng Pilipinas (BSP) and is subject to the rules and regulations of the BSP, and applicable Philippine laws, such as the Anti-Money Laundering Act (AMLA), as amended and the Data Privacy Act of 2012 and its Implementing Rules and Regulations.

6. Transaction and Wallet Limit

Transaction and Wallet balance limits may be assigned or changed by SAM at its option pursuant to applicable laws, subject to fifteen (15) days prior notice to you. Limits are applied not on a per wallet basis but on a per subscriber basis. If a subscriber has multiple SAM e-Wallets under his name, limits shall be shared across all wallets linked to the subscriber’s Customer Profile.

7. SAM Project Developments

7.1 As a subscriber, you will receive access to information regarding the project development of various international conventional business ventures participating in SAMPD. When you click on the PROJECT DEVELOPMENT menu icon on the SAM App, it will take you to the information on the participants of SAMPD. Becoming a subscriber to SAMPD will opportunities for you to potentially engage in various conventional businesses.

7.2 We accept subscriptions on SAMPD via e-money instruments only through SAM’s DDK wallet. SAMPD is not taking direct money in any form. We only accept utility token (DDKoin/USDT) for our subscription plans.

- If you are an existing DDK member, you need to transfer your DDK from your original DDK wallet to your SAM’s DDK wallet.
- If you are new to SAM e-Wallet and have downloaded the SAM Apps, you automatically have the DDK wallet installed in your SAM Apps.

Once SAM's DDK wallet is loaded, you can transfer the utility token required, which is a minimum of 300USDT, to subscribe to SAMPD DDK ADDRESS provided in the PROJECT DEVELOPMENT Section. On the successful transfer, you get a notification and such transactions will be reflected on the HISTORY SECTION menu.

7.3 SAMPD pools all subscriptions for use by participating international conventional business ventures. SAMPD does not guarantee or back any of the participating international conventional business ventures where it will invest the pooled assets.

7.4 Your subscription to SAMPD may return a potential reward incentive of up to fifteen percent (15%) monthly of your subscription. Rewards incentives may be converted to DDK and stored in your SAM e-Wallet.

7.5 Subscription to SAMPD may be cancelled at any time and the subscription amount returned to the subscriber via his SAM e-Wallet with a deduction of a 5% administration fee.

8. Rewards Incentives

SAM at its sole option, shall have the option to run a Rewards Incentives Program on the use of the SAM App and its features. The right and obligations in the Rewards Incentives Program shall be covered by separate Terms and Conditions specific to the Rewards Incentives Program.

9. Activation and De-Action of SAM App e-Wallet and Features

SAM may introduce other SAM app features. Moreover, it may also deactivate existing features at its option.

On a case to case basis, SAM may opt to suspend or terminate a subscriber's privilege to use a particular feature, whenever it deems appropriate and necessary, particularly, but not limited to occasions when there are fraudulent transactions. In such cases, SAM may charge a fee upon reactivation of the said feature, as per request of the subscriber. The approval of the request shall be upon the sole option of SAM.

10. Fees, rates and other charges

No joining fee or annual fee is required. Subscriber agrees to pay other fees and charges related to his use of the features of the SAM App, as may be imposed by SAM, such as, but not limited to, bank charges, ATM Withdrawal, Cash-in and Cash-out fees. Fees and other charges, as may be applicable, shall be inclusive of all applicable Philippine taxes and shall be debited from the SAM e-Wallet.

Charging of dormancy maintenance fees shall apply to SAM e-Wallets that have not been used for any monetary transaction at least six (6) months from the last date of transaction. The maintenance fee shall automatically debited from the subscriber's SAM e-Wallet every 10th day of the month.

SAM e-Wallets that remain inactive for six (6) months and with zero balances shall be automatically closed.

11. Disputes and erroneous transactions

The transaction or the entries in the Account/Transaction History are presumed true and correct unless the subscriber notifies SAM in writing of any disputes thereon within fifteen (15) days from the date of transaction. If no dispute is reported within the said period, all transactions and the entries in the Account / Transaction History are considered conclusively true and correct. Disputed transactions shall only be credited back to the subscriber's SAM e-Wallet once the claim/dispute has been properly processed, investigated, and proven to be in favor of the subscriber.

12. SAM App account security

The subscriber shall be responsible for the security of SAM App account. When validly logged-in, all transactions made using the SAM App are conclusively presumed made by the subscriber and the subscriber shall be liable therefor.

13. Limits on liability

13.1 SAM makes no warranty, express or implied, regarding the SAM App.

13.2 The SAM App is offered on an "AS IS", "AS AVAILABLE" basis without warranties of any kind, other than warranties that are incapable of exclusions, waiver or limitation under applicable laws. Without limiting the generality of the foregoing, SAM makes no warranty: (1) as to the content, quality or accuracy of data or information provided by SAM hereunder or received or transmitted using the SAM App; (2) as to any service or product obtained using the SAM App; (3) that the SAM App features will be uninterrupted or error-free; or (4) that any particular result or information will be obtained.

13.3 SAM shall not be liable for any loss, cost, compensation, damage or liability to you or third party arising from, directly or indirectly, or as a result of any or all of the following:

- a. refusal of any bank, financial institution, ATM or Merchant establishment and the like to allow, accept or honor transactions via the SAM App;
- b. subscriber is unable to perform or complete any transaction through the use of the SAM App due to service/system/line unavailability;
- c. any delay, interruption or termination of the transaction whether caused by administration error, technical, mechanical, electrical or electronic fault or difficulty or any other reason or circumstance beyond SAM's control (including but not limited to acts of God, strike, labor disputes, fire, disturbance, action of government, atmospheric conditions, lightning, interference or damage by third parties or any change in legislation);
- d. theft or unauthorized use of the SAM App account or any loss, costs, damages or payable to any third party by the subscriber;
- e. any misrepresentation or fraud by or misconduct of any third party, such as but not limited to owners, employees or agents.

14. Fraudulent transactions

14.1 SAM shall have the right to automatically suspend or block the SAM e-Wallet in the event that SAM has reason to believe that the subscriber's SAM e-Wallet- may be used for fraudulent or suspicious transactions or by an unauthorized person. SAM may, but shall not have the obligation to, inform the subscriber prior to suspending or blocking the SAM e-Wallet pursuant to this Section. The subscriber acknowledges the authority of SAM to suspend or block the SAM e-Wallet. Accordingly, the subscriber shall hold SAM free and harmless against any and all consequences of such suspension or blocking, or any loss or damage which the subscriber may suffer as a result thereof.

14.2 Without giving any reason or notice, and without prejudice to the other provision hereof, SAM has the absolute discretion (a) to refuse to approve any transaction even if there is sufficient available balance; (b) to suspend, terminate or cancel the subscriber's right to use the SAM App; (c) to increase or decrease the balance limit; and/or (d) to introduce, amend, vary, restrict, terminate or withdraw the benefits, services, facilities and privileges with respect to or in connection with the SAM App.

15. Data Privacy

15.1 Data Collection

SAM shall keep all your information in strictest confidence. By providing your information for the purpose of subscribing to the SAM App, you expressly consent to the processing of your supplied data, as may be applicable. Your data is either Personal Information or Non-Personal Information:

a. Personal Information is any information from which your identity can be reasonably and directly ascertained, or when put together with other information would directly and certainly identify you as an individual. It also includes, but not limited to, data that would help us verify [i] Your name, gender, date of birth, address, telephone/mobile number, email address, proof of identification, source of income, employment, and other data points whenever applicable; [ii] the location of your device whether desktop, laptop, or mobile devices whenever you access the SAM App; and [iii] your navigation experience when accessing the SAM App to see activities done in the channels, the pages visited, and the sequence thereof.

b. Non-Personal Information is any information that does not identify a person individually, and includes transactional, statistical, and analytical data, and anonymous and aggregate reports.

SAM may request from you to update your Personal Information from time to time. Should you be unable to supply SAM with the required Personal Information, SAM may be unable to provide you with requested products and services, updates on the latest offerings, and you may be unable to participate in events, promotions or other activities.

When you use the SAM App and electronically communicate with us, depending on your settings, SAM may use cookies, web beacons, small data text files or similar technologies to identify your device and record your preferences, with your prior consent.

15.2 Use of Customer Data

Without limiting the generality of the foregoing, you consent and authorize SAM to store, process, disclose, exchange, and release your information to associates, affiliates, subsidiaries, officers,

employees, agents, lawyers and other consultants, pre-paid/debit/credit bureaus or any such persons as SAM deems necessary, or as required by law, rule or regulation, including but not limited to [i] providing you with your chosen products and services, including customer support; [ii] enhancing your customer experience and improve, develop and determine tailored products to meet your preferences and needs; [iii] communicating relevant products and/or advisories to you; [iv] showing you relevant ads on and off our services and measure the effectiveness and reach of ads and service; [v] abide by any safety, security, public service or legal requirements and processes; and [vi] processing information for statistical, analytical, and research purposes.

SAM uses Personal Information to the extent necessary: [i] to comply with the requirements of the law and legal processes, such as a court order; [ii] to comply with a legal obligation; or [iii] to prevent imminent harm to public security, safety or order. SAM uses Non-Personal Information for statistical, analytical, and research purposes to create anonymous and aggregate reports.

When required by our Data Privacy policy and the law, and before SAM uses or processes your customer data for any other purpose, SAM will ask for your consent. You, as prescribed by regulation, have the right to access, correct, object, remove and transport your information.

16. Data Sharing

You hereby consent to and authorize SAM, its subsidiaries and affiliates, and/or its third party partners contracted by SAM for the purpose of conducting its operations, including but not limited to fraud and risk management, sales and marketing activities, communications relating to their products and/or services, product and system development and innovation, customer experience management and improvement, and market research, to collect and process any and all information related thereto from whatever relevant source.

You hereby consent to and authorize the disclosure of and release by SAM and its subsidiaries and affiliates, and SAM's third party partners, of any and all information required by SAM and/or its third party partners such as, but not limited to, the following [i] voice calling data records; [ii] SMS sending and receiving records; [iii] data usage records; [iv] promo subscription and redemption records; [v] customer relationship management records; [vi] credit information; [vii] KYC data; [viii] registration data; and [ix] transaction data.

In addition, you hereby agree to share your information details, including but not limited to: complete name, gender, marital status, address (permanent and present), data and place of birth, nationality, contact details, nature of work, identification (with number) type, and occupation or source of funds, to SAM's remittance partners for purposes of service fulfillment and local and international anti-money laundering compliance requirements.

The foregoing consents and authorizations shall continue for the duration of, and shall survive the de-activation of your SAM App account, or any other transactions, dealings, arrangements and accounts which you may have with, or avail from, SAM.

17. General Provisions

17.1 Venue of all suits shall either be at Makati City or at any location at the exclusive option of SAM.

17.2 Failure, omission, or delay on the part of SAM to exercise its rights or remedies under these Terms and Conditions shall not operate as a waiver.

17.3 Should any term or condition in these T&Cs be rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining terms and conditions shall not be affected or impaired thereby.

17.4 SAM reserves the right to modify these T&Cs at any time without any advance notice. Any changes to these T&Cs will be effective immediately upon posting on the SAM App, with an updated effective date. By accessing or using the SAM App after any changes have been made, you signify your agreement on a prospective basis to the modified T&Cs and all the changes.

SAM maintains compliance and full cooperation with the BSP in Financial Consumer Protection. You may coordinate with BSP's Financial Consumer Protection Department at (632) 7708.7087 or (632) 7708.7088. You may also email BSP at consumeraffairs@bsp.gov.ph

Version 1, 20 August 2020.

Reward Incentives Program Terms and Conditions

1. Referral Chain Reward Incentives

Level 1 – Receives 10% from the rewards incentive which is converted to DDKoin, from the average 15% DDKoin reward from your referral.

Level 2 – Receives 5% from the rewards incentive which is converted to DDKoin from the average 15% DDKoin earned from your referral.

Level 3 – Receives 2% from the rewards incentive which is converted to DDKoin from the average 15% DDKoin earned from your referral.

Level 4 – Receives 2% from the rewards incentive which is converted to DDKoin from the average 15% DDKoin earned from your referral.

Level 5 – Receives 5% from the rewards incentive which is converted to DDKoin from the average 15% DDKoin earned from your referral.

In SAMPD PRE-CAPITAL RAISING PHASE 1, all subscribers will have special reward incentive privileges because of the high risk they face. Although SAMPD does not guarantee anything with regards to the security of their subscription fee, SAMPD will always acquire tangible assets which will be enough to secure the subscription fees of all people that supported the SAMPD Projects.

In Phase 2 and Phase 3 development, although SAMPD will still distribute reward incentives, it will significantly drop down. This is for reason that the level of risk varies and the next phases will have very

limited risks as SAMPD might be able to offer full /partial security against asset subscribed and at the same time, will be able to provide history of business activities and sound financial standing.

- Rewards are calculated from your amount of subscription which is a minimum of 300USDT multiplied by 15% for the month. This means that from 45USDT representing the 15% reward, the amount shall be converted into DDKoin, which will then be distributed to the subscriber.

A reward is NOT PAID based on the NUMBER OF DDKOIN SUBSCRIBED TO SAM DEVELOPMENT PROJECTS rewards program. It is based on the USDT UTILITY TOKEN CONVERTED BACK TO DDKOIN OR ANY OTHER SAM ACCEPTABLE UTILITY TOKENS.

- Depending on the daily activities, your reward entitlements from your amount subscribed (i.e.300USDT) could vary anywhere from 0% - 15% monthly rewards with 15% as the maximum every month. Let's say 15% of 300USDT is 45USDT. The reward shall be converted to DDK or the equivalent of 45USDT in DDKoin, which will be distributed to the subscriber.
- Your reward entitlements will be paid daily in DDK and calculated as 0.5% multiplied by 30 days being the 15% total for the whole month.
- Although rewards are distributed in DDKoin, it will be first calculated based on the original subscribed currency which is a minimum of 300USDT and converted back to DDK before it gets distributed.

Note:

SAMPD REWARD INCENTIVE IS NOT CALCULATED BASED ON THE NUMBER OF DDKOIN USED TO SUBSCRIBE WITH SAMPD, BUT BASED ON THE USDT equivalent, used to SUBSCRIBE TO SMART ASSET MANAGERS PROJECT DEVELOPMENTS.

- All rewards will be paid in DDKOIN ONLY
- The reason for this reward system setup is that rewards program distributed will come from conventional businesses that receive fiat currency income which will be converted to USDT utility tokens and this will be eventually exchanged to DDKoin.

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