### **Terms of Use and Privacy**

Welcome to Paytube wallet, a free, open-source, client-side tool for interacting with the blockchain. Paytube wallet, Inc. values privacy and we make a concerted effort to minimize and, to the extent possible, eliminate the exposure of personal data during the use of our interface. Paytube wallet does not collect, hold, or store keys, account information, or passwords. We do not collect data passively, do not monetize the collection of data, and do not use your data for marketing or advertising.

To the extent we collect any personal information, this privacy policy ( "Policy" ) describes how Paytube wallet collects, uses, and shares personal information of people who visit our website (the "Site" ), use our mobile applications, MEW wallet and MEWconnect (the "Apps" ), or otherwise use our services (collectively, the "Services" ).

This Policy applies to anyone who accesses the Services. Please read the Policy carefully to understand our practices regarding your information and how we will treat it. By visiting the Site, Apps, and/or using the Services, you acknowledge that the collection, use, and sharing of your information will take place as described in this Policy.

(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. 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 using our mobile application "Paytube wallet" available on various mobile platforms including but not limited to Google Play and Apple App Store ("Paytube 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 Paytube wallet on your own.

### **Confirmation and Acceptance of this Agreement**

- 1. You understand that this Agreement and other relevant documents apply to Paytube wallet and the Applications which are developed and owned independently by Company on Paytube wallet.
- 2. After you download Paytube wallet and start to create, recover wallet or import wallet, you are deemed as having read and accepted this Agreement, which shall cause this Agreement to become effective and legally binding on both you and Company immediately. IF YOU DO NOT AGREE TO THE TERMS IN THIS AGREEMENT, YOU SHALL CEASE USAGE OF Paytube wallet IMMEDIATELY

AND IF YOU HAVE DOWNLOADED Paytube wallet, PROCEED TO DELETE Paytube wallet IMMEDIATELY.

- 3. In accessing or using Paytube 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 Paytube wallet and to create binding legal and financial obligations for any liability you may incur as a result of the use of Paytube 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 Paytube wallet and you will not be notified separately. If you do not agree with the modifications, you shall cease to use Paytube wallet immediately. Use of Paytube wallet by you after any modification to this Agreement constitutes your acceptance of this Agreement as modified.

### **Definition**

1. China: means the People's Republic of China, including the Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan.

- 2. Paytube 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.
- 3. 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). For the avoidance of doubt, Users from China, United States and Japan are also covered under this definition of 'Excluded Person'.
- 4. Beginner's Guide: means the operation guide provided by the Company before you start to use Paytube wallet (and during your future use of Paytube wallet). This Beginner's Guide would help you understand the basic knowledge about blockchain.
- 5. Create or import wallet: means your use of Paytube wallet to create or import wallet after your acceptance of this Agreement.
- 6. Wallet Security Password: means the password determined by you when you create the wallet. The Wallet Security Password will be used to protect your Private Key and data privacy.

- 7. Alert: means the messages displayed on Paytube 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 Republic of Seychelles 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.
- 12. Keystore: means Private Key or Mnemonic Words in the format of a file which is encrypted and protected by the User's Wallet Security Password.

  Keystore is stored only in your mobile device and will not be synchronized to the Company' servers.
- 13. Tokens: means the tokens which are supported by Paytube wallet currently, including but not limited to BTC, ETH, BNB and so on.
- 14. 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 Wallet Security Password, Private Key, Mnemonic Words and Keystore.

- 15. ETH means Ether, the cryptographic token associated with the Ethereum blockchain, which for the avoidance of doubt does not include "Ethereum Classic".
- 16. Third-Party Service: means the products and services provided by the third parties such as third-party-developed DApp, third-party-developed Smart Contract, third-party-developed Open Source License, third-party-developed crypto currency hardware wallet, third-party-developed webpage, and third-party-developed exchange etc.
- 17. Paytube wallet Crypto Currency Hardware Wallet: means the hardware devices developed and produced by Paytube wallet for the purpose of private key storage and protection.

# **Paytube wallet Services (collectively, the "Services")**

1. Create or Recover Wallet. You may use the "Create Wallet", "Recover Wallet" button on Paytube wallet to create or recover your Wallet and manage multi-blockchain wallets.

- 2. Import wallet. You may use Paytube 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 Paytube wallet.
- 3. Transfer and receive Tokens. You may manage your digital Tokens by using the transfer and receipt functionalities of Paytube 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 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 Paytube wallet).
- 4. Manage Tokens. You may use Paytube wallet to add, manage or delete the Tokens [from the Paytube wallet interface] (except ETH and BTC) supported by Paytube wallet. 5. Buy Tokens. You may use Paytube wallet to buy digital Tokens. The Buy Tokens service is provided by third-party service provider. Paytube wallet does not engage with the exchange procedure.
- 6. Decentralized Exchange (DEX). Users may exchange digital Tokens with third parties on the third-party-developed service platform. Paytube wallet acts as an interface tool for Users to interact with the third-party-developed service provider and displays relevant results of such exchange of digital Tokens.
- 7. Match with crypto currency hardware wallet. Users may match Paytube wallet of appropriate version with Paytube wallet crypto currency hardware wallet and

use the crypto currency hardware wallet to confirm the transactions operated through Paytube wallet.

- 8. Touch ID/pattern. Users may use the Touch ID/Pattern to unlock or lock the Paytube wallet application, in order to protect user pricacy.
- 9. Payment without Password. Users may use the function of Payment without Password of Paytube wallet. The Payment without Password function stores Users' Security Wallet Security Password in the Keychain/Keystore of Users' mobile devices via secure encryption algorithm. Users' biological identification (Touch ID) and authentication are called when conducting transactions, in order to quickly complete payment and signature.
- 10. Developer mode. For the convenience of Developer Users, they may access any websites and any third-party-developed DApps not integrated on Paytube wallet by entering URL in search box under the Developer mode. 11.

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.

12. 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 Paytube wallet used by a particular User.

- 13. Paytube wallet Earn. Paytube wallet Earn is a wealth creation project launched by Paytube wallet for Paytube wallet users to gain proceeds through idle cryptocurrency assets.
- 14. Other services that Company would like to provide. Users who use Paytube 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' Wallet Security Password (the password Users set when creating or importing wallets), Private Key, Mnemonic Words or Keystore;
- b) recover Users' Wallet Security Password, 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 mobile devices, back up the Paytube wallet App, and back up the Wallet Security Password, Mnemonic Words, Private Key and Keystore. In the event that: your mobile device is lost, your Paytube wallet App or your wallet is deleted and not backed up, your wallet is stolen or you forget your Wallet Security Password, Private Key,

Mnemonic Words or Keystore, the Company will not be able to recover the wallet or recover Wallet Security Password, 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. When you use the function of Payment without Password of Paytube wallet, please properly back up the Wallet Security Password. After multiple failed attempts to verify your Touch ID, you will need to input your Wallet Security Password. If you forget Wallet Security Password, you need to import Mnemonic Words/Private Key and set a new Wallet Security Password. Company does not store your biological information such as your Touch ID information, and the Company shall not be responsible in any way in respect of the same.
- 4. Paytube wallet does not support all existing tokens. Do not use Paytube wallet to handle any non-supported tokens.
- 5. The Buy Tokens and DEX functions of Paytube wallet enable Users to exchange digital Tokens via third-party service providers (instead of Paytube wallet) on the blockchain system in essence. As to services offered by the third-party service providers, Paytube wallet acts solely as a tool for Users to use the functions, and thus does not provide any guarantee for functions or service qualities of those sevice providers. Before accepting services of or

conducting transactions on such third-party-developed functions, Users shall, at their sole discretion, decide the risks of services or transactions provided by such service providers.

#### **SECURITY OF YOUR PERSONAL INFORMATION & RIGHTS**

We are committed to protecting the security of Personal Information. We have taken certain physical, administrative, and technical steps to help safeguard the information we collect from and about you. While we take steps to help ensure the integrity and security of our network and systems, we cannot guarantee our security measures.

In certain circumstances, you will also have the following rights:

- 1. Right to access: the right to request certain information about, access to and copies of any Personal Information about you that we are holding (please note that you are entitled to request one copy of the Personal Information that we hold about you at no cost, but for any further copies, we reserve the right to charge a reasonable fee based on administration costs);
- 2. Right to rectification: the right to have your Personal Information rectified if it is inaccurate or incomplete;
- 3. Right to erasure/ "right to be forgotten": where the processing of your information is based on your consent, the right to withdraw that consent and the right to request that we delete or erase your Personal Information from our systems (however, this will not apply if we are required to hold on to the

information for compliance with any legal obligation, or if we require the information to establish or defend any legal claim);

- 4. Right to restriction of use of your information: the right to stop us from using your Personal Information or limit the way in which we can use it;
- 5. Right to data portability: the right to request that we return any information you have provided in a structured, commonly used, and machine-readable format, or that we send it directly to another company, where technically feasible; and
- 6. Right to object: the right to object to our use of your Personal Information including where we use it for our legitimate interests.

# **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, Paytube wallet IS PROVIDED ON AN "AS IS",
  "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. Company shall not be held
  liable for malfunction of Paytube wallet which results from any of the following
  reasons:
- a) system maintenance or upgrading of Paytube 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.

# **Legal Basis for Processing**

The following legal bases apply to the ways in which we use and share an individual' s Personal Information:

- 1. We rely on an individual's consent to process Personal Information to provide support and/or carry out Promotions. This consent can be withdrawn at any time.
- 2. We also process the information provided by an individual in our legitimate interests in ensuring our business is conducted legitimately and to a high standard.

## **CHANGES TO PRIVACY POLICY**

We may modify this Policy from time to time. If we make any changes, we will change the Last Updated date above. We also may provide additional notice, as applicable, depending on the type of change. If you object to any changes, you may stop using the Services. Your continued use of the Services after we

publish or otherwise provide notice about our changes to the Policy means that you are consenting to the updated Policy.