

## PRIVACY POLICY

A. As a principle, WEIS Token collects only what we need and will not share your personal information with any third parties other than our identity verification partner. Even within WEIS Token, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters. WEIS Token is the only data controller and processor.

B. You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any international, federal, state or local law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, or sworn statements.

C. WEIS Token reserves its right to request documentation, described in paragraph 19(A), prior to activating your account at any of the Services, and any services, available through website. WEIS Token may refuse you access to the Services and website should it have doubts as to validity, authenticity and genuineness of the documents, provided by you.

D. WEIS Token collects information from running the website and products, provided thereto, and uses information, provided to us by you. When you visit the website or use our products, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our website. When you use a location-enabled device with our website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.

E. If you create an account at our website and use our Services, we may collect and store the following types of information: contact information – your name, address, phone, email and other similar information. Before permitting you to use our website and products, we may require you to provide additional information (such as a date of birth, passport number, numbers that you may use or have registered with your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify your identity or address. We may also obtain information about you from third parties such as identity verification services.

F. When you use our website, we collect information about your transactions (such as date, time and amount of transaction) and your other activities on our website and we may collect information about

your computer or other access device for fraud prevention purposes. We may collect additional information about you through your interactions with our support team.

G. When you access the website or use our products or services we (or google analytics on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

H. Throughout these Terms, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.

I. We store and process your personal information on our servers. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfill their job responsibilities.

J. We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with state and federal anti-money laundering and “know your customer” regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the website and our products, as well as our content and advertising. We may use your name and email address to provide you with information about products or services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.

We reserve our right to share your personal information with:

- our banking partners (if you link a bank account to your account);
- companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);
- 3rd party identification services providers for fraud prevention purposes;
- law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith

- that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our terms;
- other third parties only with your prior consent or direction to do so.

L. WEIS Token will not provide your personal information to any other WEIS Token users without your consent or direction.

M. You may access, review and edit your personal information at any time by logging in to the website using your credentials.

N. The data that we collect from you will be transferred to, and stored at, or processed from a destination either inside or outside of the European Economic Area or the United States. By submitting your personal data, you agree to this transfer, storing, or processing.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these terms. Third parties may be located in other countries where the laws on processing personal information may be less stringent than in your country. Our services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which the WEIS Token services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal information that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

## **2. SUSPENSION;TERMINATION**

In the event of any Force Majeure Event (as defined in "Miscellaneous" Section), breach of this agreement, or any other event that would make provision of the Services commercially unreasonable for WEIS Token, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services. We may terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any term of these Terms. In the event of termination, WEIS Token will attempt to return any Funds stored in your Account not otherwise owed to WEIS Token, unless WEIS Token believes you have committed fraud, negligence or other misconduct.

### **3. APPLICABLE LAW; ARBITRATION**

**PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.**

You and WEIS Token agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and WEIS Token agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to WEIS Token shall be sent to support@weicrowd.com. You and WEIS Token further agree: (a) to attempt informal resolution prior to any demand for arbitration; (b) that any arbitration will occur in Singapore; (c) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of arbitration in Singapore set out in the the Singapore Arbitration Law; and (d) that the court in the Singapore have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of Singapore, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and WEIS Token will not commence against the other a class action, class arbitration or representative action or proceeding.

### **4. MISCELLANEOUS**

Entire Agreement; Order of Precedence. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with WEIS Token for the Services or for any other WEIS Token product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with WEIS Token, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

Amendment. We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. If we make changes to these Terms, we will provide you with notice of such changes, such as by sending an email, providing notice on the homepage of the WEIS Token and/or by posting the amended Terms via the applicable WEIS Token website and mobile applications and updating the "Last Updated" date at the top of these Terms. The amended Terms

will be deemed effective immediately upon posting for any new users of the Services. In all other cases, the amended Terms will become effective for pre-existing users upon the earlier of either: (i) the date users click or press a button to accept such changes, or (ii) continued use of our Services 30 days after WEIS Token provides notice of such changes. Any amended Terms will apply prospectively to use of the Services after such changes become effective. If you do not agree to any amended Terms, you must discontinue using our Services and contact us to terminate your account.

**Waiver.** Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

**Severability.** The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

**Force Majeure Events.** WEIS Token shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond WEIS Token's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond WEIS Token's reasonable control (each, a "Force Majeure Event").

**Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from WEIS Token, including by operation of law or in connection with any change of control. WEIS Token may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

**Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.

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**Survival.** Sections "Accessing the Website", "Registration and Accounts", "Account Security", "No Offer", "No Advice", "Unclaimed Property", "Feedback", "Intellectual Property Rights", "Trademarks", "Privacy Policy", "Third-Party Content", "Disclaimer of Warranties", "Limitation of Liability", "Indemnity", "Applicable Law; Arbitration" and this Section "Miscellaneous" shall survive any termination or expiration of these Terms.