

# **Service Terms and Conditions**

These service terms and conditions specify the rights, obligations and responsibilities between the operator and the user in regards of service provision operated by HyperSwap. Please read the following service terms and conditions carefully.

The HyperSwap Foundation ("Headquarters", "Our", "We", or "Company") is a foundation established, organized and operated under the United Arab Emirates Acts, and it is located in FZCO Techno Hub Building 1 Unit # 026, Dubai, United Arab Emirates, and registered with the Dubai Silicon Oasis Authority (Registration No. DSO-FZE-2018).

Services related to UCX tokens ("tokens") provided by the Company are subject to these terms and conditions (the "Terms").

You ("You" or "Member") and the company are each a "Party" and together are "Parties".

Members agree as follows:

## **Chapter 1: General Provisions**

### **Article 1 (Purpose)**

These terms and conditions has its purpose to specify the rights, duties, responsibilities and other requirements of members in regards of the use of services involved with UCX tokens ("Tokens") provided by the Company.

### **Article 2 (Clarification and amendment of terms)**

1. The Company shall post the contents of this terms and conditions on the initial screen or connection screen of the site related to the Company's service membership, or notify it by other ways.
2. These terms and conditions become effective when the person who want to use the service applies for the service by agreeing to the Terms and agrees to the application by the

Company.

3. The Company may revise these terms and conditions to the extent not violate to relative laws and regulations.
4. When the Company revises the terms and conditions, the Company shall specify the date of application and reasons for the revision together with the current terms and conditions, and notify them on the initial screen or connection screen of the Company website from 7 days prior to the effective date to the day before the effective date. However, if the changed contents are disadvantageous to a member, or the change of important matter, it shall be notified in the same way as the main text until 30 days before the application date, and noticed to the members according to article 25. In this case, the content before revision is compared with those after revision, and displayed to be easy for the member to understand.
5. If the Company revises the terms and conditions, we will check whether the member agrees with application of the revised terms and conditions after notifying the revised terms and conditions. When the Company makes a notice or notice in Paragraph 4, the company shall also notify together with the contents that If the member does not express his/her intention to agree or deny the revised terms, the member shall be considered as he/she can be consented. And if a member disagrees with the revised terms, the company or member may terminate the service contract.

### **Article 3 (Rules except for Terms and Conditions)**

The matters not defined in these terms and conditions and the interpretation of these terms and conditions shall be followed by the relevant laws or general commercial practice and individual service terms and conditions for the services provided by the company.

### **Article 4 (Definition of Terms)**

Terms used in this terms and conditions are as follows:

1. "Service" means the token purchase service provided by the Company and all related services, regardless of the terminal (including various types of wired and wireless devices such as PCs and portable terminals). The service is proceeded by the way of purchasing the issued or to be issued token, not a type of general token investment.

2. "Member" means an individual or a corporation that make a contract of usage with the company according to these terms and conditions and uses the services provided by the company.
3. "Posts" mean articles, photographs, videos, various files and links in the form of information such as codes, texts, voices, sounds, images, and videos posted by the member on the company's website.
4. "Wallet" means a virtual wallet used to store virtual currency associated with UCX token account of member, which means a wallet that the member can exchange virtual money with an "outside virtual wallet".
5. "Nickname" means, for the use of the service, the unique name (a combination of letters and numbers) of the member which is collected by the company and determined by the member who has agreed to these terms and conditions and the personal information processing policy.
6. "ID (ID or account)" means the email address written in case of member registration to identify members in the service.
7. "Content" means information or material in form of online digital, such as letters, figures, colors, sounds, sounds, images (including any combination of these symbols).
8. Definitions of terms used in these terms and conditions shall be followed by the relevant laws and general commercial practices, except as defined in the preceding paragraphs.

## **Chapter 2: Use of Services**

### **Article 5 (Service Use Contract)**

1. The use contract (hereinafter, "use contract"), regarding on the service provided by the company is to apply by membership of a user who wants to use the service, and to complete the authentication process according to the mobile phone number identification service or other methods prior announced on the website by the company, and then to conclude by accepting the application from company. The contract of use shall be concluded at the moment that the approval of the company reaches to the member.

2. Anyone who wants to use the service must fill in the facts in accordance with the online application form provided by the company.
3. Membership can be done by individuals who is aged 19 or older.
4. The use contract is concluded by the unit of member ID, and when the use contract is established, the use applicant is registered as a member.
5. To apply for a service, you must apply for membership by real name. Any person who is not a real name or who has joined as a member by using the information of other person cannot use the services provided by the company, and the member must accede to the request of the member confirmation for the real name, such as the proof of the real name confirmation. The company shall not be responsible for any disadvantage caused by the failure for the confirmation of user identity if the member refuses to provide the data to the request of company.
6. It is the principal for each member to use 1 ID.
7. The Company may place separate terms and conditions ("terms and conditions for the the member may freely agree on the terms and conditions of individual services in one account, and may use individual services to the extent agreed.
8. If you subscribe to the service by agreement to these terms and conditions, members may use the services of the company.

#### **Article 6 (Acceptance of use application)**

1. If the applicant describes the essential items accurately and agrees to these terms and conditions, it is the rule for the company to accept the use of service through the mobile phone authentication process or the authentication procedure according to the method prior announced on the company website by the company.
2. The Company may refuse to accept the application for the following reasons:
  - (1) When the person who under the age of 19 is applying for service.
  - (2) When the company has deleted the account of member.
  - (3) When application of subscription, in case that you do not fill in the required items to be

listed, or have made a false statement

(4) When applying for the purpose of hindering social well-being and order or public morals.

(5) When the use of the service in the member's residence has a significant risk to constitute or constitute a violation of applicable law

(6) When the application for use or its acceptance is against the terms and conditions or is illegal

(7) When the approval of the application for use is judged to be improper for reasons similar to the above items

3. When there is any reason as follows, the company may reserve the consent to the application for use. In this case, the company shall notify the applicant of the reasons for the reservation of consent, the time of consent or the additional request information or materials for consent or other matters related to reservation of consent, through the service screen or via e-mail.

(1) When there is no room for the facility

(2) When there are technical difficulties

(3) When the company reasonably judges that it is difficult to approve the use as a reason in accordance with the above

#### **Article 7 (Account Management)**

1. Account is only available to member oneself, and no other person can use member account under any cases.

2. The member should manage directly his/her ID and password to prevent the unauthorized use of the member's account by others. However, this is not the applicable if the company is intentional or negligent.

3. When a member recognizes that his/her ID is used spuriously, he/she must immediately notify the company and follow the guidance of company.

4. In the case of Paragraph 3, the company shall not be responsible for any disadvantage caused by the failure of the member to notify the company, or not to follow the company's

guidance after the notification.

5. The company shall regard a user as a member without a separate confirmation procedure, when the account and password registered by the member are identical with those registered in the company.
6. Members can view and modify member information through the service setting screen. However, it may be impossible to modify the information that identifies the account, telephone number, or individual required to provide and manage the service.
7. Members should make sure that the information provided to the company is always the latest one. When the information of the member is changed, the member shall directly modify the changed information in the service or request the update of the changed information to the company through e-mail, etc., and responsibility for damages caused by neglect of these obligations is borne by the member himself/herself.

#### **Article 8 (Service Providing and etc.)**

1. As principal, services are provided 24 hours a day, seven days a week.
2. Nevertheless of the above paragraph 1, the company may divide the service into a certain range and specify the available time for each range separately. However, in these cases, the contents shall be announced in advance.
3. The Company may temporarily suspend the provision of services in case of national emergency, maintenance, replacement or breakdown of telecommunication equipment, communication interruption or operational reasonable causes. In these cases, the company notifies the member through the service initial screen, or the connection screen such as the service initial screen or the bulletin board in advance. However, if there is an unavoidable reason that the company cannot notify in advance, it may be notified after the event.
4. The company may perform periodic inspections if necessary for the provision of services, and regular inspections shall follow as the notification on the service providing screen.
5. The company can provide usage guide and product information by way of wired/wireless phone, e-mail, text messaging (LMS / SMS), SNS and so on, about the below services. In

these cases, members can reject to receive at any time.

- (1) Cryptocurrency trading related service and information
- (2) Services such as events and occasion related
- (3) Services that other companies have determined to provide to members frequently

#### **Article 9 (Service Type)**

1. The company provides services such as virtual currency like a token trading, transaction API, virtual currency related information, and virtual money wallet service.
2. The types and contents of the services provided by the company may be changed frequently according to the policies of the company, and the copyright and intellectual property rights of the services provided are vested in the company.
3. The Company grants to the members only the right to use the account, ID, service and etc., in accordance with the terms and conditions set by the company related to the service, and the member cannot provide similar services and commercial activities utilizing such rights.

#### **Article 10 (Notice and change of service contents)**

1. The company shall announce in advance through the service screen on items of the characteristics, procedures and methods of each service according to the type of service, and the member should understand the contents of each service announced by the company and use the service.
2. The company may change all or part of the individual services provided for operational, technical and procedural needs, if for sufficient reason. In these cases, the company will notify the member at least seven days in advance on the corresponding contents.

#### **Article 11 (Use of Token Trading Service and etc.)**

1. When a member wants to purchase a token from the company, he/she should submit the token purchase order to the company according to the method prescribed by the company.
2. If a member submits the order for token purchase, he/she must have a token in his/her

company purse for the conclusion of purchase order.

3. The company will provide order confirmation information summarized the number of tokens that the member is tends to purchase before the member makes a decidedly submission of the order. However, the order confirmation information is provided only for reference purposes and does not affect the validity of the order submitted by the member.
4. The member agrees that the Company is not responsible for the price change of token. In case of an interruption in the virtual currency market or a force majeure events such as Article 27, Paragraph 1, the company may perform one measure or more for the following actions, and shall not be responsible for any losses occurred to the member by this measure. However, the cases of intentional or gross negligence of the company are excluded
  - (1) Access interruption to services
  - (2) All activities interruption within the service
5. The company may request verification of real name or identity verification through other agencies to the permitted extent by law in order to verify whether the information provided by the member at the moment of the deposit or withdrawal for virtual currency and token coincides with the facts.
6. The member is responsible for the accuracy of the address of the external virtual currency wallet provided by the member, and the company is not responsible at all for sending the virtual currency to the external virtual wallet address that the member wrote incorrectly.

## **Article 12 (Service Fee)**

1. Members shall pay the fee specified on the company website in exchange when using the services provided by the company, such as virtual currency trading and token deposit and withdrawal services.
2. The Company may set the service fee in consultation with the member if the specific conditions are met.
3. Members are obliged to confirm the fees specified on the company's website. When the company publishes a fee on its website and the fee occurred due to the service use by member, the member cannot claim the company for a refund of fee because of

unrecognition for the fee.

4. The Company may additionally require the personal information of member required for the execution of payment, and the member shall provide the personal accurate information requested by the company. And the use of the service may be restricted in case of inaccurate information provision or the non-provision.

#### **Article 13 (Restrictions on use and etc.)**

1. The company may restrict the use of the service, such as member's login, in case of following items:
  - (1) When there is member's request
  - (2) When the password is successive error and failed to identity verification procedure.
  - (3) When a hacking or fraud incident occurs or is suspected to have occurred
  - (4) If you are suspecting to use other's information.
  - (5) When acting that damages, the reputation of other person or causes disadvantage
  - (6) When transferring large amount of information for the purpose of hindering stable operation of service, or transferring advertisement information
  - (7) When the same member has make a contract of use with more than two IDs
  - (8) When interferes with the operation of the company's services, such as spreading virus programs, transferring a large amount of information, hacking, and etc.
  - (9) When posting on the company website with the contents which are infringed by public order and morals, such as pornography and etc.
  - (10) When collecting, storing and disclosing personal information of other member without their consent.
  - (11) When inducing direct transactions by the information obtained through the company's service information.
  - (12) When registering copy or hacking virtual currency

- (13) Inevitable case for company policy in order to improve service
  - (14) When violating of these terms and conditions, or laws, or acts of good faith, or other social norms
  - (15) When there is a need to restrict of log-in with company's other operating policies
  - (16) When the information is provided from a national or financial institution, such as the police or National Tax Service, that a member's account is suspected of being used for illegal activities.
  - (17) When there are behaviors to copy, modify, distribute, sell, assign, lease, collateralize or to allow others use the service, or to reproduce, disassemble, or imitate the services such as reverse engineering or software or attempt to extract the source code, or attempt to do for any part of the software contained therein without the company's consent.
3. The conditions and details of the restrictions within the use limit of this article shall be determined by the company in the operating policies and usage guidelines.
  4. When the company intends to limit the service use by the member, the company shall notify by specifying the reason, date and time to the member by the way of telephone, text message, e-mail and. etc. However, when the company recognizes that it is necessary to suspend the service use urgently, the service use may be restricted without notification.
  5. Members may file an objection according to the procedures set by the company for restrictions on use under this article. At that time, when the company admits that the objection is justified or the reason of the use restriction is resolved, the company will resume the use of service immediately.
  6. If the member does not comply with any relevant laws, terms and conditions or policies of the company, the company may investigate any violation of the member, or may temporarily or permanently discontinue use of the member's services, and may place the restrictions on re-subscription of the member.
  7. The member shall not lend, transfer, donate or provide as collateral to any other person the right to use the service, the debts and other contractual status with the company, and the company shall not be responsible for any disadvantage arising as a result of using the

service.

8. When the member lives in a place where the company's use of the service is in violation of, or in breach of local law, the member must confirm that other disadvantages may be occurred in his/her own use of service. when the company finds that the member's use of the service constitutes a violation of local law or there is possibility to violate the local law as a result of checking the place where the member resides, the company may immediately limit the member's use of the service.

#### **Article 14 (Refund)**

1. The member may refund the token purchased by the company in the following cases:
  - (1) When tokens are not provided even though the date of the posted token delivery date on the company's website has been passed.
  - (2) When the company separately specifies the rights protection of other members
2. When the company decides to refund against the refund request of member, the company shall calculate the remaining amount of the token to which the member can receive the refund, and refunds the remaining balance of the calculated balance except 8% of the refund fee. However, when the member fails to use the services for reasons attributable to the company such as paragraph 1, item 1 under this article, the company does not charge a refund fee.

#### **Article 15 (Termination of use contract)**

1. Members may terminate the use contract at any time by notifying the company for their intention to terminate the application through withdrawal application. The company provides the procedures to terminate the use contract in online, and the use contract is terminated when the cancellation intention of member reaches the company.
2. According to this article, the re-subscription of a member who terminates the use contract may be restricted by the company's policy.
3. The company may terminate the use contract when there are any of the below reasons. In

these cases, the company shall notify the member of the termination intention with specified reasons for termination by the ways of e-mail, telephone, fax, SNS or other means. In these cases, the company shall give the member an opportunity to express opinion of the reason for termination in advance, and the use contract is terminated when the company's cancellation intention reaches the member.

- (1) When the member is found to have a cause for acceptance refusing of the application specified in Article 6, item 2.
  - (2) When the member commits act that is in violation of these terms and conditions
  - (3) When violating of relevant laws, such as the provision of illegal programs, interruption of service operations, illegal communication and hacking, distribution of malicious programs and excessive access rights.
  - (4) When acting that interferes with the smooth process of the services provided by the company, or attempting to do such conduct.
  - (5) When the company grants for the need of refusal to provide the service by the other reasonable judgment
4. When terminating the use contract according to this article, all benefits acquired through the use of the service by the member shall be expired, and the company does not make any compensation for this. Member shall transfer his/her cryptocurrency assets which is possessed in the wallet to his/her external virtual currency wallet prior to termination of the contract, and the company shall not be responsible for any damages caused by the closing thereof.
  5. When termination of the contract is completed, all information of the member except the information that the company has to keep in accordance with the laws will be deleted according to relevant laws and personal information processing policy.
  6. Nevertheless of the previous paragraph, when the company terminates the use contract according to paragraph 3, the company may retain the member's information for a certain period of time in order to receive and process the member's objection.

## **Article 16 (Copyright of posts)**

1. Members may post the posts (hereafter "Posts") such as comments or suggestions for photos, texts, information, images and services on the bulletin board of the company website in the method permitted by the company, and the copyright and other intellectual property rights in the posts are reserved by the member.
2. Member permanently permits the use of the posts which is posted on the company's website for the following purposes and methods in Korea and abroad by the company.
  - (1) The method to use, edit, store, reproduce, modify, disclose, transmit, create secondary works, publicly post, demonstrate and distribute the posts for the purpose of operation, improvement, enhancement, new service development, promotion and etc.
  - (2) The method to report and broadcast the contents of posts by media and communication company for the purpose of promoting the service.
3. When the company wants to use the posts of member in other way rather than the previous paragraph, it is possible to obtain the consent of the member in advance through telephone, fax, e-mail, SNS and etc.
4. Even under terminating the use contract by article 15, the license shall be survived within the scope of the purpose specified in paragraph 2, such as the improvement, improvement and promotion of the service.

## **Article 17 (Using of the Posts)**

1. Any damages or other problems occurred from the unauthorized use of the posts on the company website by the member are solely the responsibility of the individual member, and the company is not responsible for this at all.
2. Members may not use posts for the purpose of infringing the intellectual property rights, moral rights and other rights,  
  
and all results occurred from any activity that the member infringes the rights of others are solely the responsibility of the individual member.
3. Members may not use the posts commercially without the consent of the company.

4. When a member causes damage to the company using the posts without consent of the company, the member is responsible for compensation of damages to the company.

#### **Article 18 (Management of the posts)**

1. Members shall not include in the posts any content that infringe the copyrights of others, or false facts. when the posts of member include the content that is violating the law, the administrator may request the member to remove or delete the posts according to the procedure specified by relevant laws, and the company will take a measure in accordance with the relevant laws.
2. Even under no request by the right holder according to the previous paragraph, when there violating company's other policies and related laws, the company shall take a measure, such as rejection of posting and deletion, in accordance with the relevant laws.

#### **Article 19 (Rights to ownership)**

1. All copyright and other intellectual property rights on the Services are vested in the company.
2. The company only grants to the members the use right of the services according to the terms and conditions set by the company in regards of the service, and members may not dispose or use for commercial activities, such as transfer, sell, provide collateral,

### **Chapter 3: Individual information and trading information**

#### **Article 20 (Protection of individual information)**

The personal information of member is collected and utilized only for the purpose and scope agreed by the member in order to provide smooth service. The company shall not provide member's personal information to any third party, unless it is governed by law or the member's consent otherwise. Details for this are specified in the individual information processing policy.

#### **Article 21 (Creating and preserving of transaction records)**

1. When tracking or searching for the contents of a virtual currency transaction that users use or occurring an error in the contents, the company creates and preserves records that can confirm or correct it.

2. However, the record of virtual currency transfer is preserved of the transaction record in the block-chain network, not the server of company.
3. According to this article, the types of records that the company shall preserve are the virtual currency and the exchange of tokens in the service of the company, the date of transaction, the amount of transactions, and the record of deposit and withdrawal.

#### **Article 22 (Storage of transaction information)**

The company does not provide or disclose to the third party information or materials in regards of the contents and performance of the member's virtual money wallet, access medium and virtual currency transaction acquired to provide the service without the consent of the law or the member's consent.

### **Chapter 4: Duty of member and company and etc.**

#### **Article 23 (Duty of member)**

1. Members should not act as follows:
  - (1) Collection and unauthorized use of other member's personal information, account information and transaction information
  - (2) Change of information posted by the company
  - (3) Sending or posting the information rather than information set by the company (computer program and etc.)
  - (4) Infringement of intellectual property rights such as copyrights of the company and other third parties
  - (5) Behaviors to damage or disturb the task or honor of the company or any other third party.
  - (6) disclosing or posting on the company's website obscene or violent messages, images, voices, false facts, or other information contrary to public morals.
  - (7) Use of the services for commercial purposes without prior consent of the Company.
  - (8) Access to the services through automated means, such as agent, script, spider, spyware,

toolbar, or other fraudulent methods without company's prior consent.

(9) Creating or increasing fraudulently the number of exposures and clicks.

(10) Act to cause the load for the server of company.

(11) Other illegal or unlawful acts.

2. Member shall comply with any notices or notifications by the company related to relevant laws, these terms and conditions and use guides and services.

#### **Article 24 (Duty of the company)**

1. The company shall not perform the prohibited behavior by the relevant laws and these terms and conditions, and strives to provide continuous and stable service.
2. The company should be equipped with the security system for the protection of personal information, discloses and obeys the individual information protection policy so that the member can use the service safely.
3. When opinions or complaints from members are objectively justified, the company shall deal with it in an appropriate procedure.

#### **Article 25 (Notice to members)**

1. When the company notifies to individual members, it is possible to notify by e-mail, mobile phone, SNS, and etc.
2. When the company notifies the entire member, the company may substitute the notification in the previous paragraph by posting it on the initial screen or the connection screen of the company website, such as bulletin board and etc., for more than 7 days.

### **Chapter 5: Compensation for damage and exemption from responsibility**

#### **Article 26 (Compensation for damage)**

1. The Company does not make commitments or warranties to any specific item which are not specified in these terms and conditions with respect to the services to the extent permitted by law. In addition, the company does not guarantee the value of virtual currency that the company did not issue. And, the company does not guarantee the reliability and

accuracy of information, materials, facts posted on the service by the member, and shall not be responsible for the damage of members occurred by this.

2. When occurring the damages of member due to the responsible causes of the company, the scope of damages of the company shall be limited to ordinary damages, and damages caused by special circumstances shall be responsible for the damages only when the company acknowledged or can acknowledge the circumstances.
3. Nevertheless of paragraph 2, when any of the following cases, members may be responsible for all or part of their responsibilities:
  - (1) When the member has not notified the company of the cause of damage or the fact that the damage has occurred,
  - (2) When a member intentionally or negligently discloses wallet related accounts and transactional information to a third party or uses a wallet to a third party,
  - (3) Besides, when there is the intention or negligence of the member in the occurrence of the damage
4. The company shall not be responsible for damages occurred to the members due to causes without responsibility of the company.
5. When the information provided by the members to the company is different from the fact, the company may discontinue the service at any time and cancel all or part of the contract by this term and conditions, and when there occurred damages to the company, the company may file a claim for damages.
6. When a member intentionally or unintentionally violates the laws and these terms and conditions, such as disturbing the company's system operation, all damages occurred to the company shall be compensated by the member.
7. When a member files the compensation of damages to the company, the company can compensate the member for damages by paying virtual money with the member's electronic wallet in agreement with the member.

## **Article 27 (Exemption from responsibility)**

1. The company shall not be responsible for damages when under any of the following items. However, it is excluded in case of intention or negligence of the company.

(1) When occurring of damage caused by other force majeure such as fire, earthquake, flood, lightning, war, riot, insurrection, national emergency, and natural disaster.

(2) When occurring of damage caused by DDOS attack, IDC failure, telecommunication service failure, system malfunction or incapacitated accident, which are not responsible for the company.

(3) When occurring of inevitable failure, such as block chain problem, defect of cryptocurrency issue management system itself or technical problem, failure of communication service provider, periodic server checking and etc.

2. The content provided by the service is an assistant tool for the use of service and does not recommend or imply any investment or transaction. Content and information provided by third parties may be subject to errors, delays and other inaccuracies, and neither the company nor any third party shall be responsible for this.

3. Investment according to the services and information obtained from services may cause loss, and final judgment and responsibility shall be entirely with the member. The company shall not be responsible for any investment loss of the member at all.

4. The posts posted by members on the company website, such as information, comments and materials, have nothing to do with the company, and the company does not guarantee or is not responsible for the reliability, accuracy, legality and etc., for the above posts. The legal responsibility occurred in regards of the posts contents is solely with the member who posts the posts and the member who viewed it. The company does not have any legal obligation to engage in all disputes between members or between a member and a third party, and shall have no responsibility related to this, unless there is an intentional or significant negligence of the company.

5. The company is not responsible for any failures or service restrictions caused inevitably by the characteristic of virtual currency, such as defects or technical limitations of the virtual currency issuing management system itself.

6. The company shall be exempted from responsibility for the provision of services, when checking the server of company for the purpose of providing the services, including cases of Article 8, paragraphs 3 and 4.
7. The company shall not be responsible for the use of services provided by free of charge, unless there is special regulation in the relevant laws.
8. As a member uses the services, when the company receives various complaints, including claims or lawsuits, from a third party other than the member in associated with the illegal activity or violation of these terms and conditions, the corresponding member must immunize the company with his/her own responsibility and expense.
9. The company shall not be responsible for any disability or consequence of the use of service due to the cause of the member. However, this is not the case if the member has a legitimate reason.
10. The company shall not be responsible for any transactions between its members or between its members and third parties through the media of services. However, this is not the case if it is due to intentional or significant negligence of the company.
11. When any person acquires or receives the virtual money owned by third-party without authorization due to service error, computer malfunction or any other reason, the company may take necessary measures, such as freezing, recovering or restoring the virtual currency after prior notice to the parties.

**Article 28 (Governing law and competent court)**

1. When there is any dispute between the company and the member related to the service, the company shall resolve the dispute by agreement between the parties.
2. When a lawsuit is filed against the dispute since the parties cannot agree or no agreement is made, the court according to the procedures specified in the relevant laws shall be made a competent court.
3. These terms and conditions shall be governed by and construed in accordance with the laws of the United Arab Emirates.

**Additional Clause**

These terms and conditions will be effective on January 1, 2019.

# **Regulations on the collection and use of individual information**

HyperSwap Foundation (hereinafter "the company") has regulations on the collection and use of individual information as following, to protect individual information and rights of users in accordance with the Individual Information Protection Act, and to proceed the problem of users related to individual information smoothly. "Regulations on the collection and use of individual information" means the regulations that the company must comply with, in order to protect the valuable individual information of the users and to make the users to use the services securely.

## **1. Processing purpose of individual information**

The Company processes the individual information for the following purposes. The individual information being processed shall not be used for purposes other than the following, and when the purpose of use is changed, it will be implemented the necessary measures, such as obtaining the separate consent of the information body according to relevant laws.

- (1) Individual information is processed for the purpose of homepage membership subscription and confirmation of subscription intention, individual identification and authentication according to service provision, maintenance and management of membership authority, prevention of illegal use of service, various notices and notification, complaint handling, preservation of records for dispute settlement and etc.
- (2) Individual information is processed for the purpose of providing services or goods, providing contents, providing customized services, self-certification, age certification, payment and adjustment.
- (3) Individual information is processed for the purpose of utilization for marketing and advertising, developing new services (product) and providing customized services, providing event and advertisement information and participation opportunities, validating the service, grasping access frequency or statistic calculating for member's service use.
- (4) Individual information is processed for the purpose of investigation of accidents, such

as hacking/fraud, notification of its result, and provision of materials for fulfilling obligations under other laws.

## **2. Collection and preservation period of individual information**

The company is handling individual information items as follows:

### **(1) Individual information items (Essential items)**

E-mail, mobile phone number, password, login ID, gender, date of birth, name, wallet information (information automatically generated during service use process or business process), service usage log, access log, cookie, access IP information, payment records (in case of identification), a copy of identification card (the information other than date of birth is provided as blank) are provided.

### **(2) Collection method**

- ① When signing up on the homepage, or in case that the member directly enters information during checking identity, the information is collected.
- ② Individual information is collected by written document in offline events, seminars and etc.
- ③ Individual information of the user can be collected by prior consent through web page, e-mail, fax, phone and etc., during the consultation process.
- ④ Generated information such as device information can be automatically generated and collected during the process of using the PC web or mobile web (access IP information, cookie, service usage log, access log, etc.).

**(3) Preservation basis** member's consent (Consent of legal representative when collecting individual information for children under 14 years old).

**(4) Preservation period** Until withdrawal of user's request and individual information consent. However, when the company has a record of fraudulent use or misuse by a member according to the terms and conditions of the company, nevertheless the withdrawal of the user's request and the individual information consent, it will be kept for 5 years from the

point of collection, and then destroyed.

(5) Nevertheless the regulation on collection and use of individual information of the company, the information which should be kept by the following relevant laws shall be kept for the period specified in the laws. The below examples of law is in accordance with the laws of Republic of Korea, and may apply the other standards, according to the laws of the country in which the company and its members reside.

① Preservation basis of individual information (Log-in record) related to the use of service:

Act on Protection of Communications Secrets

- Preservation period: 3 Months

② Preservation basis of record on sign/advertisement:

Act on protection of consumer in E-Commerce.

- Preservation period: 6 Months

③ Preservation basis of record on contract or withdrawal of application:

Act on protection of consumer in E-Commerce.

- Preservation period: 5 Years

④ Preservation basis of record on payment and providing of goods:

Act on protection of consumer in E-Commerce.

- Preservation period: 5 Years

⑤ Preservation basis of record on claims of consumer or dispute settlement:

Act on protection of consumer in E-Commerce.

- Preservation period: 3 Years

⑥ Preservation basis of record on E-commerce:

Act on Electronic Financial Transaction

- Preservation period: 5 Years

### **3. The rights and duties, and its exert methods of the information object**

User, as an individual information object, may exercise the rights as follows:

(1) The information object may exercise the individual information related rights of below each item against the company at any time.

- ① Request to view on individual information
- ② When there is an error, requests to correct
- ③ Request to delete
- ④ Request to stop the process

(2) The exercise of the rights according to paragraph 1 may be performed via e-mail and etc., in accordance with the form according to the relevant laws, and the company shall take a measure without delay.

- Person in charge: JUNG KIL SANG
- E-Mail: [ksjung@gbckorea.co.kr](mailto:ksjung@gbckorea.co.kr)

(3) When the information object requests the correction or deletion of false in individual information, the company will not use the individual information or provide it to a third party until the correction or deletion is completed.

(4) The exercise of the rights according to paragraph 1 may be performed through an agent, such as legal representative of the information object or an authorized person.

(5) The exercise of rights according to paragraph 1 may be restricted when the individual information is specified in another statute to be collected or preserved.

(6) The company confirms whether the person who exercised the right of paragraph 1 is a person or a legal agent.

### **4. Third party provision of individual information and entrustment of individual information processing**

The Company handles individual information of the information object only within the scope

specified in Article 1, Only when permitted by relevant laws, such that that there is the consent of the information object or a basis provision under the law, the company provides individual information to third parties.

## **5. Destruction of individual information**

When individual information becomes unnecessary, such as the elapse of the individual information preservation period, the achievement of the purpose of processing, the company destroys the individual information without delay. The procedure and method of destruction are as below. However, when the company acquires the consent of the user for the period of keeping the individual information, or imposes the obligation to keep the information for a certain period in the laws, the individual information shall be safely kept during that period.

### **(1) Destruction procedure**

The information entered by the user is transferred to a separate DB (separate documents in the case of paper) after the completion of the purpose, and is stored for a certain period of time or destroyed at once according to internal regulations and other related laws.

At that time, the individual information transferred to the DB is not used for other purposes, unless under the law.

### **(2) Destruction method**

Information in the form of electronic files uses technical methods that cannot reproduce the record. Individual information printed on paper is crushed by a shredder or destroyed by incinerator. When company obtained separate consent for the storage period of individual information, or a customer withdraws or expired, the company preserves individual information for five years from the date of termination of use contract to prevent abuse of rights, misuse prevention, and to prepare for various disputes.

## **6. Ensuring the safety of individual information**

According to individual information protection related laws, the company is taking the technical, administrative and physical measures required to ensure safety as follows:

(1) In order to prevent leakage and damage of individual information by hacking or computer

virus, the company installs security program, periodically updates and inspects the system, and installs the system in a access controlled area from the outside, is monitoring and blocking the system in technically and physically.

(2) Encryption of individual information. As the user's password is stored and managed with encrypted form, the user only can know it, and important data is using separate security functions, such as encrypting the file and the transmission data, or file lock function.

(3) The company takes necessary measures for controlling the access to individual information, through the granting, modification and deletion of access rights to the database system handling individual information, and uses intrusion prevention system to control unauthorized access from outside.

## **7. Items on installation, operation and rejection of individual information automatic collection device**

To provide personalized and customized services to individual users of the company, we use cookies that frequently store and retrieve information of members. A cookie is a small set of data that a server used for operating the website sends to a user's browser and is stored on the hard disk of your computer.

### Use purpose of cookies

Providing targeted marketing and personal customized service through analysis of user's access frequency and time of visit, understanding of user's taste and interesting fields, traceability, understanding of attendance degree for various events and number of visits.

### Method to refuse cookie settings

Users have the option to install the cookie. Therefore, the user can set option in the web browser to allow all cookies, or to check every time a cookie is saved, or to refuse to save all cookies. However, when refusing to install cookies, it may be difficult to use some services requiring log-in.

## **8. Individual information protection manager**

To be responsible for the handling of individual information and deal with individual complaints related to the processing of individual information and relief the damage, the

company assigns the individual information protection manager as follows:

#### Individual Information protection manager

- Name: JUNG KIL SANG
- Contact: 02-2033-0829
- Job Title: ASSISTANT DIRECTOR

(1) Users may contact to individual information protection manager and department in charge of handling individual information protection, complaint handling, and damages relief, when using company service (or business). The company shall answer and handle inquiries for the information object without delay.

(2) It is the user's responsibility to maintain the security of the ID and password related to the user's individual information. Because the company does not ask the user directly about the password in any way, please pay careful attention to prevent the password from being leaked to the other person. Particularly, please pay more attention when you access online in a public place.

(3) Even though all possible technical supplementary measures by the company, the company is not responsible for damage of information due to unexpected accidents caused by network dangers, such as hacking using state-of-the-art technologies.

(4) Nevertheless of the regulations on the collection and use of individual information, the company may provide such information according to a court order when it is obliged to provide individual information under the United Arab Emirates Act.

#### **9. Change of individual information processing policy**

This regulation on the collection and use of individual information shall apply from the effective date, when there are additions, deletions and corrections of changes in accordance with laws, those will be notified through notice items from 7 days prior to the enforcement of change.

#### **10. Relief method of rights Infringement**

The information object can contact the individual information infringement reporting center, the prosecution/police cyber-criminal related investigation agencies and etc., for damage relief and counseling against infringement of individual information.

### **Additional Clause**

This regulation on collection and use of individual information will be effective on January 25th, 2019.