

## **PRIVACY POLICY**

### **Eraswap Wallet**

**Policy Updated: 11/09/2019**

### **INTRODUCTION**

The Eraswapfoundation OU is a group of developers and technology professionals who are passionate about the potential of decentralized applications. It does not own or lead the Eraswapwallet ("Eraswapwallet"), but rather supports and develops the free, open-source & decentralized applications.

The Eraswapfoundation OU's mission is to support the development of open-source platforms related technologies that advance transparent, open and financially sound markets, as well as their underlying protocols and tooling.

Welcome to Eraswapwallet, a free, open-source, client-side tool for interacting with the blockchain. Eraswapwallet 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. Eraswapwallet 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 Eraswapwallet collects, uses, and shares personal information of people who visit our website (the "Site"), use our mobile application, Eraswapwallet (the "App"), 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, App, and/or using the Services, you acknowledge that the collection, use, and sharing of your information will take place as described in this Policy.

So that we are clear about the terminology we are using, when we use the phrase "Personal Information" in this Privacy Policy, we mean information about an individual that (either by itself or when combined with information from other available sources) allows that individual to be identified, including, the individual's name, telephone number, or e-mail address.

### **THE BLOCKCHAIN**

Due to the inherent transparency of many blockchains, including the Ethereum Blockchain, transactions that individuals broadcast via Eraswapwallet may be publicly accessible. This includes, but is not limited to, your public sending address, the public address of the receiver, the amount sent or received, and any other data a user have chosen to include in a given transaction. Information stored on a blockchain may be public, immutable, and difficult or even impossible to remove or delete. Transactions and addresses may reveal information about the user's identity and information can potentially be correlated now or in the future by any party who chooses to do so, including law enforcement. Users are encouraged to review how privacy and transparency on the blockchain works.

## **WHAT WE COLLECT**

We collect information about you as described below. We use this information to enhance your experience with our Services.

### **Information You Provide**

We may collect Personal Information you choose to provide to us. For example, when you contact us for support through the Services, you give us your e-mail address and any other information that you choose to provide. Also, if you participate in an Eraswapwallet offer, giveaway, or promotion ("Promotion"), you provide your name, e-mail address, and mailing address.

### **Do Not Track Disclosures**

Eraswapwallet does not track users over time and across third-party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals.

## **USE OF INFORMATION**

We use the information that we have about you to provide support and certain Services to you. We may use the Personal Information we collect from and about you to (1) provide you with information or services that you request from us, including to respond to your comments, questions, and/or provide customer service; (2) monitor and analyze usage and trends and personalize and improve the Services and your experience using the Services; and (3) for any other purpose with your consent.

## **SHARING OF PERSONAL INFORMATION**

We will not disclose your Personal Information other than as described below, and we do not and will not sell your Personal Information to anyone.

We may share the Personal Information we collect from and about you (1) to fulfill the purpose for which you provided it; (2) with your consent; (3) for legal, protection, and safety purposes; (4) to comply with any court order, law, or legal process, including to respond to any government or regulatory request; (5) to protect the rights of Eraswapwallet, our agents, customers, and others, including by enforcing our agreements, policies, and terms of service; and (6) with those who need it to do work for us (our Service Providers, as defined below).

### **Service providers**

We may contract with third parties to perform functions related to the Services ("Service Providers"). In general, Service Providers will have access to your Personal Information only to the extent needed to perform their business functions but may not use or share that personal information for purposes outside the scope of their functions related to the Services.

## **LINKS TO OTHER SITES**

The Services contain links to other third-party websites or applications. Once you click on such a link and leave the Site or are redirected to a third-party website or application, you are no longer governed by this Policy. Any information you provide on those sites is subject to that third party's privacy policy and we are not responsible for the privacy and security practices and policies of those third-party sites or applications.

## **OUR COMMITMENT TOWARDS CHILDREN'S PRIVACY**

We do not direct the Services to, nor do we knowingly collect any Personal Information from children under 13. Children under 13 are not eligible to use the Services. If we learn that someone using our Services is under 13 years of age, we will take steps to remove any Personal Information from our database and to prevent them from utilizing the Services.

## **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 the 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. Requests in relation to the above rights should be sent to [support@eraswapwallet.com](mailto:support@eraswapwallet.com)

## **Arbitration and Governing Law**

You agree to submit any dispute arising out of or relating to these Terms of Use or the use of the Website, including disputes arising from or related to the interpretation, violation, invalidity, non-performance, or termination of these Terms of Use, to final and binding arbitration in accordance with the Rules of the Arbitration Court of the Estonian Chamber of Commerce and Industry in force on the date on which the notice of arbitration is submitted in accordance with these rules. The number of arbitrators shall be one, the seat of arbitration shall be the city of Tallinn in Estonia, and the arbitral proceedings shall be conducted in English. You agree to arbitrate in your individual capacity only - not as a representative or member of a class - and you expressly waive any right to file a class action or seek relief on a class-action basis. Furthermore, unless you and the company agree in writing, the arbitrator may not consolidate

more than one person's claims, and may not otherwise preside over any form of a representative of a class proceeding. All arbitration proceedings are strictly confidential unless both you and The Company agree otherwise in writing. These Terms of Use will be governed by and construed in accordance with the laws of Estonia, without giving effect to its conflict of law's provisions. You agree that the Company may, without further notice to you, record any telephonic communications between you and any Company personnel and agree that such conversations are admissible as evidence in any dispute between us.

### **Release and Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any third-party claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- (a) your violation of these Terms of Use;
  - (b) your use of the Eraswap Wallet Platform, including use that results in any Transactions using any token transactions & token lending protocols;
  - (c) any User Submissions made by you; or
  - (d) your violation of any other party's rights or applicable law.
1. If you have a dispute with any counterparty to any Transaction you enter into through Eraswap Wallet Platform, you release the Company, its affiliates and service providers, and each of their respective officers, directors, agents, employees, and representatives from any and all claims, demands, and damages (actual, consequential, or otherwise) of every kind and nature arising out of or connected with such disputes.

### **Transaction Maintenance**

You are solely responsible for maintaining your own private keys and monitoring the Transactions on the underlying protocols. We are not responsible for your failure to adequately monitor your Transactions and Loans, which may result in your failure to make timely payments and the loss of collateral. We are also not responsible for any failures on the underlying protocols or the Ethereum blockchain, including, but not limited to, network failures, inaccurate price feeds, coding errors or hacking attempts, which may result in your losing any or all of the tokens that are part of the Transactions you entered through Eraswap Wallet Platform. We have no obligation to send you any notifications, including reminders regarding payment or collateral status. You should not rely on any such notifications if any, and your reliance on any such communications from us is at your own risk.

### **Use of Information Provided by You**

We can use User Submissions to contact you about our products or services. We will use User Submissions in accordance with our Privacy Policy. You understand, represent and agree that any User Submission is submitted voluntarily and is not confidential or proprietary and that your User Submission does not establish a relationship between you and us. You grant the Company and its sub-licensees a worldwide, royalty-free, non-exclusive, transferable, perpetual and irrevocable license to use, commercialize and implement the ideas contained in, distribute, transmit, reproduce, modify, publish, translate, publicly perform and display and create

derivative works of your User Submissions, except as otherwise prohibited by applicable law or these Terms of Use. You waive any right to compensation of any type for your User Submissions. You represent and warrant that you have all of the rights necessary to grant the rights in this Section and that the use of User Submissions by us does not violate any law. You may not post to, distribute, or otherwise publish through the Website any content that is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that may constitute or encourage a criminal offense, violate the rights of any party or that may otherwise give rise to liability or violate any law.

### **Identity Verification**

At our request, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You may need to complete certain verification procedures before you are permitted to use the Eraswap Wallet Platform. Your access to the Eraswap Wallet Platform and the limits that apply to your use of the Eraswap Wallet Platform may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your legal first and last name, date of birth, country of nationality, address (including city, postal code, country), email address, and other documentation (including, but not limited to, acceptable government-issued photo identification). In providing us with any information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crimes, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit agencies, anti-fraud services, federal or governmental agencies or similar service providers and related regulatory agencies and that these third parties may respond to our inquiries in full. We reserve the right to modify our verification process, including our KYC and AML verification processes, from time to time. Additionally, we may require enhanced due diligence or require you to wait some amount of time after completion of a transaction, before permitting you to further use Eraswap Wallet Platform.

### **Eraswap Wallet Platform**

The Company's Website provides the platform ("Eraswap Wallet Platform") to access certain smart contracts and protocols on the Ethereum blockchain, including token lending protocols and other protocols. However, the Company:

- a) is not a party to any contract, including any debt agreements, entered into by users of Eraswap Wallet Platform;
- b) does not act as a lender or make loans through the use of Eraswap Wallet Platform, the Website, or any token lending protocols;
- c) is not a regulated marketplace, exchange, or intermediary of any kind; and
- d) except as set forth in these Terms of Use, does not otherwise enter into any agreements with or commit to any obligations to any user of the Eraswap Wallet Platform or Website.

- e) We do not own or control the underlying software protocols which govern the origination and funding of loans related to transactions entered into through the Eraswap Wallet Platform (“Transactions”). By using Eraswap Wallet Platform, you acknowledge and agree that:
- (i) we do not take responsibility for operations of the underlying protocols and that we make no guarantee of their functionality, security, or availability and
  - (ii) the underlying protocols are subject to changes in operating rules and that such changes may materially affect the value and function of the related Transactions.
- f) The Company, therefore, is not liable or otherwise responsible for the Transactions, damages, or liabilities arising out of use of any Eraswap Wallet Platform or Transactions entered into (or attempted to be entered into). You agree that we have no fiduciary duty to you and no liability in connection with and are not responsible for any liabilities, claims, damages, costs and/or expenses, including attorneys’ fees, incurred in connection with your taking or not taking any action based upon any information provided by us.

g)

THE WEBSITE AND THE COMPANY HAVE NO RESPONSIBILITY RELATED TO ANY LENDING OR BORROWING OF TOKENS OR DIGITAL ASSETS. YOU ACKNOWLEDGE THAT THE LENDING AND BORROWING OF TOKENS AND DIGITAL ASSETS AND ACTIVITIES RELATED TO SUCH LENDING AND BORROWING INVOLVE SUBSTANTIAL RISK, INCLUDING THE POSSIBILITY OF COMPLETE LOSS OF ALL VALUE ASSOCIATED WITH THE TOKENS, DIGITAL ASSETS, AND COLLATERAL. YOU ASSUME ALL SUCH RISK.

### **User Rules & Regulations**

1. All users using services agree & warrant that they not a national, citizen, permanent resident or resident of a prohibited jurisdiction. All members represent and warrant to the Company that if they are national, citizen, permanent resident or resident of the country or region designated as a prohibited jurisdiction, in line with the guidance from international monitoring bodies such as the Financial Action Task Force (FATF), the person concerned shall not use or will not have access to the Service. Users will not use the Service while staying in the prohibited jurisdiction.
2. The list below states the prohibited jurisdictions: (subject to change as guidelines)
  - a. Yemen
  - b. Sri Lanka
  - c. Ethiopia
  - d. Syria
  - e. Trinidad and Tobago
  - f. Tunisia
  - g. Pakistan
  - h. Serbia
  - i. Bahamas
  - j. Botswana
  - k. Ghana

- I. Cambodia
  - m. Iran
  - n. North Korea
3. Users have ascertained that they have reached the majority age and possess the capacity to form a binding contract and have the full capacity to accept the Terms mentioned on the site & in this document, use any Services and conduct any transactions on the Website.
  4. Users agree that they have provided Platform or company with accurate, true and complete information about them
  5. Users agree to access the website and all activities being conducted thereon are and will be in full compliance with all relevant laws, regulations, regulatory documents, and various policies of the Company. In particular, any and all Digital assets you bring on to the Website are legally obtained by you and are not derived from and will not be used for any criminal, fraudulent, terrorism or money laundering activity. All members will be required to comply with the Know Your Customer (KYC), Anti-Money Laundering (AML) and Combating Financing of Terrorism (CFT) norms with respect to the global standards.
  6. Users agree & warrant that all the digital assets (of any and all types) use to trade on the Website were legally obtained and are legally owned by them or they are validly authorized to carry out any transactions using such digital assets.
  7. Users agree & warrant that they have and will continue to abide by any relevant laws or regulations in their respective jurisdiction, including but not limited to reporting any trading activities or profits for taxation purposes, if applicable.
  8. Users agree & warrant that they have not been suspended or removed from any other exchanges (including digital assets exchange or other financial trading platforms) for any reason.
  9. Users agree & warrant that they are aware, sourced and received all necessary independent legal and financial advice prior to using any Services and have made an independent judgment irrespective of any advertisements published by the Company in their decision to enter into any transaction.
  10. Users agree that their access to the Website or Services, Users have not used or will not use any device, software or system that alters your IP address from that of your physical location.

### **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.

### **RETENTION**

We will retain the information you provide in order to process your request, provide support, and/or carry out and fulfill our Promotions. If you request support, we will retain your information

for no longer than six (6) months. If you participate in a Promotion, we will retain your information until the Promotion is carried out and ninety (90) days after any prize, reward, or offer is fulfilled. Your Personal Information will then be deleted.

### **CONTACT INFORMATION**

We welcome your comments or questions about this Policy. You may contact us at [support@eraswapwallet.com](mailto:support@eraswapwallet.com)

### **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.