

TERMS AND CONDITIONS

Stratum Blockchain Technology Limited

1. Binding agreement

1.1 The terms and conditions set out below constitute a valid binding agreement between you, the user, and Stratum Blockchain Technology Limited (''Stratum''/ ''we'' / ''us'') for your access to and use of the Stratum SmartWallet, Services, Website and Content (as defined below).

1.2 By registering for an account with us or by using the Website, you agree to be bound by the terms of this Agreement. If you do not agree to these terms, you should not continue to use the Stratum SmartWallet, Services, Website or Content.

1.3 If you are entering into this Agreement on behalf of a company or other entity, then "you" means that company or entity, and you warrant that you are authorised to do so.

1.4 This Agreement will be deemed to have started when you register to use any of the Services, or when you get access to use any of the Service, or when you actually use any of the Service.

1.5 Certain of our Services that we make available to you via the SmartWallet platform have their own specific terms and conditions. This Agreement applies along with these other terms and conditions, where applicable.

1.6 If the Services include or are used with any products and services provided by third parties, they may have their own terms and conditions which may also be applicable and binding on you. It is important that you acquaint yourself with these other terms and conditions before making use of the relevant Services.

1.7 If there is a conflict between this Agreement and any terms and conditions relating to a specific Service, those specific terms and conditions will apply.

2. Definitions and interpretation

2.1 In this Agreement:

2.1.1 ''Agreement'' means these terms and conditions, read together with Stratum's privacy policy found at [https://stratum.bt /privacy](https://stratum.bt/privacy),

and any other policies, rules and procedures published on this website;

2.1.2 "Content" means any data, information, images, graphics, video, animation, audio, or other copyright protected works, or compilations thereof, in whatever form and on whatever media which is published on the Website or in any other Documentation provided by us in whatever media;

2.1.3 "Cryptocurrency" means digital currency using encryption to regulate and verify the generation and transfer of units of such currency, including but not limited to Bitcoin, Dash, Ethereum and SmartCash;

2.1.4 "Documentation" means the user manuals, training materials, guides, or other materials used with and for the operation of the SmartWallet platform and related Services, which are made available by us at <https://stratum.bt>;

2.1.5 "Force majeure" means events beyond our reasonable control, including without limitation fire, storm, flood, riot, civil disturbance, war, nuclear accident, terrorist activity, Acts of God, interruption of essential services, including the Internet or any electrical or telecommunication services;

2.1.6 "Intellectual property rights" means any trademarks (registered or unregistered), service marks, "lookandfeel" designs and other design rights; copyright; company or domain names; confidential or proprietary information; databases, software or code; or any similar rights, whether or not registerable, registered, or application for registration has been made in any part of the world;

2.1.7 "SmartWallet" means the multicurrency crypto wallet created and owned by Stratum;

2.1.8 "Services" means the financial services offered by Stratum using the SmartWallet platform from time to time, as published on the Website;

2.1.9 "Service Fees" means the amounts payable by you for your use of any of our Services, as indicated on the Website from time to time;

2.1.10 "Software" means the computer programs used by us to provide the SmartWallet platform and Services to you, including any customisations, derivative works, updates, upgrades, and new version releases relating to that Software which we may develop

and deploy from time to time;

2.1.11 "You/ user" means the person accessing and using the SmartWallet platform, Services, Website and Content;

2.1.12 "Website" means the website accessible at <https://stratum.bt>;

2.2 Any words following the terms "including", "include", "in particular" or "for example" or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

3. Consumer Protection provisions

3.1 YOUR ATTENTION IS DRAWN TO CERTAIN TERMS AND CONDITIONS CONTAINED HEREIN WHICH

CONSTITUTE OR HAVE THE EFFECT OF BEING:

3.1.1 LIMITATIONS OF RISK OR LIABILITY IN FAVOUR OF

STRATUM; 3.1.2 ASSUMPTIONS OF RISK OR LIABILITY BY YOU;

3.1.3 INDEMNITIES FROM YOU IN FAVOUR OF STRATUM; OR

3.1.4 AN ACKNOWLEDGEMENT OF CERTAIN FACTS BY YOU.

3.2 SUCH TERMS AND CONDITIONS ARE HIGHLIGHTED IN CAPITAL LETTERS AND BOLD FONT.

3.3 IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THESE WEBSITE TERMS AND CONDITIONS, PLEASE SEND YOUR QUERY TO: SUPPORT@STRATUM.BT.

4. Information about Stratum

Website owner: Stratum Blockchain Technology Limited

Legal status: A private company with limited liability duly incorporated in accordance with the company laws of Hong Kong;

Registration number (NIF): 1583360

Registered and Physical office address: 26th Floor, Beautiful Group Tower, 77 Connaught Road Central, Central - Hong Kong (at which address Stratum chooses as its domicilium citandi et executandi

for the purposes of accepting delivery and service of all documents and process in terms of this Agreement);

Website address: <https://www.stratum.bt>

Email address: support@stratum.bt

Stratum is not a member and does not subscribe to any self regulatory accreditation bodies.

5. Use of this Website

5.1 Nothing contained in this Website should be construed as an offer from Stratum but

rather as an invitation to do business.

5.2 Unless specific arrangements are made directly with us, the SmartWallet platform,

Services, Website and Content are intended for use by customers from any country.

5.3 No Content published on this website may be reproduced, sold, or otherwise exploited for any commercial purpose without our prior written consent.

6. Account registration and Login

6.1 To access and use our SmartWallet and Services, you need to register an account with us.

6.2 When registering an account, you must use a secure email address (we recommend using a separate email address for transacting on our SmartWallet), username and password (''user details'').

6.3 You are responsible for keeping your user details secure at all times and to prevent any unauthorized use thereof. We recommend that you change your password every 3 months. If you become aware of any unauthorized activity on your account, you must notify us immediately.

6.4 When registering an account, you warrant that:

6.4.1 all information given to us is accurate, current and complete;

6.4.2 you are 18 years or older;

6.4.3 you are not impersonating another person; and

6.4.4 you are responsible for any loss, claims, damages or delays caused by any incorrect account information given to us.

6.5 Stratum is committed to preventing any criminal activities, including money laundering, via its SmartWallet or Services and we therefore may request any further information from you before acting on any instruction or processing any transaction via the SmartWallet. We may also, at our sole discretion, refuse to carry out any instruction or transaction and we will not be held responsible to you, or any other person, for any delays, loss or damage, you or they suffer as a result of any such refusal.

6.6 All electronic communications that are sent to us after your account has been registered will be treated as valid and authentic, unless you notify us otherwise in writing.

6.7 We reserve the right to suspend or disable access to your account if we reasonably suspect that any unauthorized activity is taking place on your account, without incurring any liability to you, or any other person.

6.8 We may require additional verification for certain transactions, including the use of a unique, one-time access code which is sent to your designated device before a transaction can be completed. We are entitled to act on and accept all transaction instructions after the correct access code has been entered. We will assume that all such transactions have been authorized by you, even if such transactions took place without your knowledge or consent or were not authorized by you.

6.9 You must install the necessary antivirus or anti-malware software on any equipment or device that you use to access the SmartWallet or Services. We will not be responsible for any technical malfunction, delay, cost, or other loss or damage that may arise from you not being able to access the SmartWallet or Services because your selected equipment or device does not function as required.

6.10 If you become aware of any fraudulent or unauthorized transactions or suspicious activities on your account, you must notify us immediately and report the matter to your nearest Police Service office.

6.11 We will not be held responsible or liable for any financial loss or damage arising as a direct result of any fraudulent or unlawful activity on your account.

6.12 You may also not share your account with any other person. Stratum will not be responsible for any activity on your account by another person, regardless of whether that person has been authorized by you to access and use your account. Anything done by that person will be attributed to you.

7. Grant of License

7.1 Subject to your continued compliance with the terms of this Agreement, we grant to you, a non-exclusive, non-transferable, non-sub-licensable right and license to access and use the SmartWallet platform, Services, Website and Content.

7.2 Except as otherwise expressly permitted in this Agreement, you may not:

7.2.1 rent, lease, copy, modify, adapt, create derivative works of, distribute, sell, resell, sublicense, transfer, perform, publish, display or otherwise provide access to the SmartWallet, Services, Website, or Content to any unauthorized persons, or use the SmartWallet, Services, Website, or Content for the benefit of any unauthorized persons;

7.2.2 incorporate the SmartWallet, Services, Website, or Content into any competing product or service offering that you promote and/or supply to other persons;

7.2.3 interfere with any security mechanism in the SmartWallet, Services, Website, or Content, or otherwise circumvent or attempt to circumvent any mechanisms in the SmartWallet, Services, Website, or Content which are intended to limit unauthorized access to and use thereof;

7.2.4 reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas or algorithms for the SmartWallet, Services, Website, or Content, except as permitted by law;

7.2.5 remove or obscure any proprietary or other notices contained in the SmartWallet, Services, Website, or Content;

7.2.6 use the SmartWallet, Services, Website, or Content in conflict with the requirements or provisions of any guidelines, instructions,

or user documentation issued by us with regard to the use of the SmartWallet, Services, Website, or Content; or

7.2.7 Otherwise use the SmartWallet, Services, Website, or Content in any way which infringes, or attempts to infringe, the rights of any other person, or for any illegal purpose or in violation of any applicable laws.

8. Services

8.1 For the duration of this Agreement, and subject to our further verification requirements, we shall provide the Services to you. The manner and means by and through which the Services are provided will always remain under our exclusive management and control.

8.2 We shall use commercially reasonable efforts to make the Services available to you on a best effort basis, 24 hours a day, 7 days a week, and 365 days a year. However, at certain times, the SmartWallet and/or some or all of the Services may not be available due to routine maintenance, or emergency repairs, or due to circumstances beyond our control, including electricity outages or the unavailability of any telecommunication system or networks.

8.3 Please note that financial transactions using your SmartWallet may take up to 5 business days to be processed. Any deposit of funding irrespective of the bank where your account is held can take up to 5 days. Any withdrawal from your SmartWallet to your designated bank account can also take up to 5 days to be processed, regardless of the bank.

8.4 Any instructions we receive from you to pay a third party or transfer money on your behalf will only be carried out if you have enough funds in your account.

8.4.1. We reserve the right to cancel any transaction, including where we do not have sufficient quantities of your selected cryptocurrency on hand, or where any pricing information for a transaction has been stated incorrectly.

8.5 You are responsible for giving us accurate, correct, and complete payment information when you give instructions to make payments on your behalf. We do not verify the identity or other details of the third party you are paying before processing any payment instruction. We will therefore not be held responsible or liable for any financial loss or damage caused by you providing us with inaccurate, incorrect or incomplete payment information.

8.6 You acknowledge that there is no legal agreement between us and third parties who are nominated by you as payment beneficiaries.

8.7 Stratum will also not be held liable for any loss arising from unauthorized transactions that occur on your account, unless you can prove that such loss was as a direct result of our gross negligence or intentional misconduct, including fraud.

8.8 Should you use our SmartWallet or Services in breach of this Agreement, we reserve the right to close your SmartWallet with immediate effect.

9. Service Fees and payment

9.1 Some Services incur Service Fees. You hereby consent to us deducting these Service Fees from the funds held in your SmartWallet. Our Service Fees can be viewed at <https://stratum.bt/fees>, or are available on request.

9.2 Service Fees are payable in cryptocurrency, without any deduction or set-off being applied. All amounts paid by you are non-refundable, non-cancellable and non-creditable, except as otherwise stated in this Agreement.

9.3 All Services Fees quoted exclude any taxes or duties payable. To the extent that any such taxes or duties are payable by us (including Valued Added Tax), you will be liable for the payment of such taxes or duties in addition to the Service Fees payable to us.

9.4 We do not pay interest on positive balances held in your SmartWallet.

9.5 If you request a reversal of any transaction, this will only be possible if the transaction has not already been processed. Reversals will incur a fee.

9.6 You will be deemed to have accepted all transactions completed via your account, unless you notify us of any objection within 5 hours of receiving confirmation of the transaction from us.

9.7 Stratum reserves the right to limit the withdrawal amounts whenever necessary, based on information contained in the Platform.

10. Updates and changes to functionality

10.1 During the term of this Agreement, we may update and make changes to certain features and functionality of the SmartWallet platform, Services, Website or Content at our sole discretion.

10.2 We shall use commercially reasonable efforts to notify you of any expected changes, but we will always be entitled to make any changes we deem fit. If you object to any changes being made, your sole remedy will be to terminate this Agreement and cease any further use of the SmartWallet, Services, Website, or Content.

11. Monitoring

11.1 We may, but are not obliged to, monitor and record communications or transactions via our SmartWallet or through the use of our Services, including for security purposes, or to maintain the proper functioning and safety of our systems, or to investigate or detect any unauthorized use of the SmartWallet or our systems, or when the law requires us to do so.

11.2 By using the SmartWallet and Services, you hereby consent to such monitoring and recording.

12. Technical support

Limited technical support via email is available. Information regarding the availability, nature and conditions of the technical support provided can be found at <https://stratum.bt> or by contacting through the e-mail support@stratum.bt.

13. Third party software and services

13.1 You acknowledge that where third party software or services are used in conjunction with the SmartWallet, Services, Website, or Content, we do not have any control over that third party software and services, and that we shall have no liability or obligation whatsoever in relation to your use of any third party software or services.

13.2 If any open-source software is included in or used with the SmartWallet, Services, Website, or Content, the terms of the applicable open-source license(s) will apply in addition to the terms of this Agreement and will override such terms if there is any conflict.

13.3 For your convenience only, the service channels may allow you to view or access third party websites or content or purchase content, products or services provided by third parties. Even though we may make third party websites, content or products or services available to you, we do not endorse or recommend the third party or its products or services. You alone are responsible for deciding whether the third party or its products or services meet your requirements. Terms and conditions and rules may apply to those products and form an agreement between you and the third party. You alone are responsible for obtaining the terms and conditions or rules that apply to you and the products or services offered by the third party.

14. Intellectual Property Rights

14.1 Except for any third party software which may be included as a part of or used in conjunction with the SmartWallet, Services, Website, or Content, we own or hold, and shall continue to own and hold, all rights, title, ownership and interest in and to the SmartWallet, Services, Website, or Content, including all copyright, database rights and any other intellectual property rights embodied therein.

14.2 Except for the rights of access and use granted to you in terms of this Agreement, no other licenses or rights are granted to you in respect of the SmartWallet, Services, Website, or Content and any intellectual property rights embodied therein.

14.3 We warrant that we own or hold the intellectual property rights in and to the SmartWallet, Services, Website, or Content, and that your use of the SmartWallet, Services, Website, or Content in accordance with the terms of this agreement will not infringe the intellectual property rights of any other person. We hereby indemnify, agree to defend, and hold you harmless against all claims, legal proceedings, losses, liabilities, penalties, fines, costs and expenses (including reasonable legal costs) arising from the infringement or alleged infringement of any person's intellectual property rights as a result of your use of the SmartWallet, Services, Website, or Content.

14.4 You undertake to immediately notify us in writing of any claims instituted against you in terms of clause 14.3. We will, at our cost, take all necessary steps to defend or have ourselves substituted as the defendant/respondent in any legal proceedings, provided that you give all reasonable assistance wherever necessary for the proper defense of such claims, including providing us with any relevant information, documentation, or

witness statements and contact details, as may be reasonably requested by us in this regard.

14.5 If we choose not to defend or oppose any claim referred to in terms of clause 14.3, or we are unsuccessful in our defense of such claims, then we will at our own cost:

14.5.1 Immediately replace the infringing item with a compatible, functionally equivalent and non-infringing item; or

14.5.2 Make the necessary modifications to the SmartWallet, Services, Website, or Content to avoid the infringement; or

14.5.3 Obtain a license for you to continue using the infringing item.

14.6 We will have no liability for any claim of intellectual property infringement:

14.6.1 caused by your use of the SmartWallet, Services, Website, or Content in a manner not authorized by us; or

14.6.2 resulting from any unauthorized modification of the SmartWallet, Services, Website, or Content; or

14.6.3 where the claim for infringement arises in respect of any modification specifically made on your request.

15. Data protection

15.1 When processing your personal information, we undertake to comply with all relevant privacy and data protection laws.

15.2 You hereby consent to your personal information being transferred or stored outside Hong Kong for the purpose of the proper performance of the Services.

15.3 We shall not process your personal information otherwise in accordance with the terms of this agreement without your consent or instructions.

15.4 We shall take appropriate technical and organisational measures against unauthorised or unlawful processing of your personal information or data in our possession or custody or under our control, and/or against its accidental loss, destruction or damage.

15.5 However you acknowledge that information sent over public networks may be subject to unlawful monitoring and interception. We

therefore recommend that you only use the SmartWallet and Services over private networks, and not over open or public networks.

15.6 All your data shall remain your sole property and no rights in and to that data will be transferred to us.

15.7 You hereby grant to us a limited, royalty-free license to use your data for the sole purpose of providing the Services, including the right to collect, process, store, generate, copy, modify, create derivative works from, display, and transmit any of your data to the extent necessary for performing the Services.

15.8 If any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of your data or the physical, technical, administrative, or organizational safeguards put in place by us to protect the security, confidentiality, or integrity of your data, we shall, as applicable:

15.8.1 notify you as soon as practicable, but no later than twenty-four (24) hours of becoming aware of such occurrence;

15.8.2 cooperate with you in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with Applicable Law or as otherwise reasonably required by you;

15.8.3 provide you with a detailed report of the incident, and describing the measures we intend taking to prevent a future occurrence.

16. Indemnity

YOU HEREBY INDEMNIFY, AGREE TO DEFEND, AND HOLD STRATUM AND ITS SHAREHOLDERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS AGAINST ANY CLAIMS (INCLUDING THIRD PARTY CLAIMS) OR LOSSES ARISING FROM YOUR BREACH OF ANY OF THE TERMS OF THIS AGREEMENT AND/OR FROM YOUR USE OF THE SMARTWALLET, SERVICES, WEBSITE OR CONTENT.

17. Disclaimer of warranties

17.1 THE SMARTWALLET, SERVICES, WEBSITE, OR CONTENT ARE PROVIDED "AS IS," AND WE MAKE NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SMARTWALLET, SERVICES, WEBSITE, OR CONTENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE.

17.2 IN PARTICULAR BUT WITHOUT LIMITING THE GENERALITY OF CLAUSE 17.1, WE DO NOT WARRANT THAT:

17.2.1 THE FEATURES AND FUNCTIONALITY CONTAINED IN THE SMARTWALLET, SERVICES, WEBSITE, OR CONTENT WILL MEET YOUR SPECIFIC REQUIREMENTS; OR

17.2.2 THE OPERATION OF THE SMARTWALLET, SERVICES, WEBSITE, OR CONTENT WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM ANY MALICIOUS CODE.

18. Limitation of liability

18.1 WE UNDERTAKE TO USE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT THE SMARTWALLET, SERVICE, WEBSITE AND CONTENT ARE PROVIDED TO YOU IN A SECURE AND RELIABLE MANNER. ALTHOUGH WE TAKE REASONABLE CARE TO PREVENT HARM OR LOSS TO YOU, WE WILL NOT BE LIABLE FOR ANY KIND OF LOSS OR DAMAGE YOU MAY SUFFER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, BECAUSE OF YOUR USE OF, OR INABILITY TO USE, THE SMARTWALLET, SERVICES, WEBSITE OR CONTENT.

18.2 IN PARTICULAR, WE WILL NOT BE LIABLE FOR THE FOLLOWING:

18.2.1 ANY LOSS OR DAMAGE IF YOU DIDN'T TAKE REASONABLE STEPS TO SAFEGUARD YOUR ACCOUNT, THE ACCESS CODES AND/OR FOLLOW THE SAFETY RECOMMENDATIONS MADE BY US FROM TIME TO TIME;

18.2.2 LATE OR DELAYED TRANSACTIONS;

18.2.3 LOSS OR DAMAGE ARISING FROM THE UNAUTHORISED USE OF THE SMARTWALLET, SERVICES, WEBSITE OR CONTENT;

18.2.4 LOSS OR DAMAGE ARISING FROM THE USE OF THE SMARTWALLET SERVICE, INCLUDING THE LOSS OF FUNDS INCORRECTLY PAID OR SENT OR IF A PAYMENT INSTRUCTION IS DUPLICATED, OR WHERE THE RECIPIENT IS NOT ENTITLED TO RECEIVE FUNDS FOR ANY REASON, OR WHERE FUNDS IN YOUR SMARTWALLET ARE ACCESSED BY A THIRD PARTY;

18.2.5 THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICE PROVIDER WHEN PROVIDING SERVICES TO YOU, OR OTHERWISE ARISING FROM MATTERS WHICH ARE THE RESPONSIBILITY OF THE SERVICE PROVIDER, INCLUDING THE STANDARD AND QUALITY AT WHICH THE SERVICES ARE PERFORMED, OR ADVICE PROVIDED BY THE SERVICE PROVIDER, THE SERVICE PROVIDER'S COMPLIANCE WITH APPLICABLE LAWS, AND THE SERVICE PROVIDER'S RESPONSIBILITY FOR OBTAINING AND MAINTAINING LICENCES, CONSENTS, INSURANCES AND QUALIFICATIONS.

18.3 THE EXCLUSIONS AND LIMITATIONS OF LIABILITY FOUND IN THIS CLAUSE SHALL NOT APPLY TO ANY CLAIMS MADE AGAINST US ARISING FROM THE DEATH, PERSONAL INJURY OR DAMAGE TO PROPERTY, OR OTHER LOSS OR DAMAGE CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF STRATUM OR ANY OF ITS EMPLOYEES, AGENTS, OR THIRD PARTY SERVICE PROVIDERS.

19. Force Majeure

19.1 We shall not be held liable for failure or delay in performing any of its obligations under this Agreement, if such failure or delay is caused by or results from an event of Force Majeure.

19.2 We shall promptly notify you of the occurrence of an event of Force Majeure and the estimated extent and duration of its inability to perform our obligations.

19.3 Upon the cessation of the event of Force Majeure, we shall promptly notify you of such cessation and resume performance of our obligations.

19.4 If we are unable to perform our obligations for a consecutive period of longer than 60 (sixty) days as a result of any Force Majeure, either of us may terminate this Agreement without incurring any liability to the other.

19.5 We reserve the right to withdraw the SmartWallet, Services, Website, or Content (in whole or in part) or amend any part of it for legal, regulatory or security reasons or due to a change in market conditions which affects our ability to provide the SmartWallet, Services, Website, or Content.

20. Breach

20.1 If you fail to comply with any of your obligations or commit a breach of this Agreement and fail to remedy such default or breach within 7 (seven) days after having received a written notice from us to do so; or you fail to pay any amount due in terms of this Agreement; then we shall be entitled, in addition to and without prejudice to any other right we may have in law or in terms of this Agreement, to enforce specific performance of the terms of this Agreement, or to cancel this Agreement; and in either event, recover such damages as we may have sustained.

20.2 We may also terminate this Agreement and your use of the SmartWallet and Services with immediate effect and without further notice to you in the following circumstances:

20.2.1 If you use the SmartWallet or Service for illegal, unlawful or fraudulent purposes.

20.2.2 If it is necessary for us to protect our other customers or any of our systems.

20.2.3 If there is fraud or suspected fraud by you or any other person in relation to the SmartWallet or Services.

20.2.4 If we are required to do so by law.

20.3 You hereby indemnify and hold us harmless against all legal costs, charges, disbursement, and fees incurred by us in successfully enforcing or defending any provision of this Agreement.

20.4 We reserve our right, without prejudice to any other rights and remedies we may have, to suspend your access and use of the SmartWallet, Services, Website, or Content without cancelling this Agreement should you fail to pay any amount due to us in terms of this Agreement or if you breach any of the terms of this Agreement.

21. Termination

21.1 We may terminate this Agreement at any time and for any reason by giving written notice to you.

21.2 If this agreement is terminated:

21.2.1 All outstanding sums payable by you to us will immediately become due and payable and any funds in your SmartWallet will be transferred to your designated account or recipient;

21.2.2 All rights and licenses granted to you in terms of this Agreement will cease immediately on date of termination and you will cease all and any further use of the SmartWallet, Services, Website, or Content;

21.2.3 We may destroy or otherwise dispose of any of your data that is still in our possession unless you request us in writing, no later than 10 days after the effective date of the termination of this Agreement, to provide you with the then most recent back-up of your data. We will then use commercially reasonable efforts to deliver the back-up to you within 30 days of receiving your written request, provided that no amounts remain outstanding at that time and you pay all reasonable expenses incurred for

returning your data to you.

21.3 The termination of this Agreement will be without prejudice to the provisions of this clause and to any rights of either party which may have accrued by, at, or up to the date of such termination.

22. Addresses for service

22.1 Any notices or process required or permitted to be given in terms of this Agreement will be valid if given in writing and sent electronically to the email address designated by you when you registered an account with us.

22.2 Any notice which is sent by email will be deemed, unless the contrary is proved, to have been received on the next business day following the date of transmission.

22.3 You agree that any notices published on the Website or a notice sent to you via an email, an SMS or via post will be sufficient notice to you.

23. Governing law, jurisdiction and costs

23.1 This Agreement shall be governed, interpreted and take effect in all respects in accordance with the Laws of Hong Kong, without giving effect to its conflict of laws provisions.

23.2 Where dates and times need to be calculated the international standard time (GMT) plus 2 (two) hours will be used.

23.3 We can bring any action against you under this or any other agreement we have with you in any Court, even if the amount claimed exceeds the jurisdiction of that Court.

23.4 You agree to pay all the expenses we spent in recovering any money you owe us, including, our legal costs on the attorney and client scale; collection charges; tracing fees, plus any applicable taxes. Attorney and own client scale means the rates actually charged by our attorneys. These rates may be higher than the rates the courts allow.

24. General

24.1 This Agreement constitutes the entire agreement between us in relation to your use of the SmartWallet, Services, Website, or Content and related matters and it supersedes any proposals or other agreements, whether oral or written, between us.

24.2 Neither party shall have any claim or right of action arising from any undertaking or representation not included in this Agreement.

24.3 No failure by a party to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way a party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.

24.4 No agreement to vary, add to or consensually cancel this Agreement or any part thereof, including this clause, shall be of any force and effect unless confirmed by us in writing.

24.5 Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

24.6 Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect, notwithstanding that the clause itself does not provide for such survival.

25. Changes to this Agreement

25.1 We have the right to change this Agreement or add new terms and conditions for the use of the SmartWallet, Services, Website or Content at any time. Whenever we change this Agreement we will publish an updated version of this agreement on the Website. Your continued use of the SmartWallet, Services, Website and Content from the date of publication of the updated Agreement will be taken as an acceptance of the amended Agreement. If you do not agree to the changes, you have the right to terminate this Agreement and to close your account.

Last updated - September, 13th 2021