

Welcome to the NGY platform, please take notice of the following:

Virtual currencies & blockchain assets are not legal tender nor backed by the government. We will be following the laws of Singapore and the relevant legislations. There will be user identity verification to comply with Know Your Customer & Anti Money Laundering requirements. There may be limits imposed or change in limits on trading imposed from time to time. Changes may happen in legislation, virtual currency markets or protocols which may adversely affect the use, transfer, exchange and value of virtual currencies and blockchain assets. Prevailing taxes may apply.

Transactions in virtual currency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Even where digital coins are tradable in the secondary market, active buying-selling and bid-ask may not be favourable or the exchanges and platforms that facilitates secondary trading may not be regulated by Monetary Authority of Singapore.

Users should refer to the Consumer Advisory on Investment Schemes Involving Digital Coins (Including Virtual Currencies) to make an informed decision.

<http://www.mas.gov.sg/News-and-Publications/Media-Releases/2017/Consumer-Advisory-on-Investment-Schemes-Involving-Digital-Tokens.aspx>

Terms of Service

This User Agreement (hereinafter "Agreement" or "Terms and Conditions"), effective upon the date of electronic acceptance (the "Effective Date"), pertains to the use of the Nagaya Platform (the "Platform"), an Internet application fully owned by Nagaya Technologies Pte. Ltd. (The "Company" or "Nagaya"), a Singapore based corporation.

The provisions of this Agreement will govern your use of our Site (as defined below) and of our Services (as defined below), and you should therefore take some time to read the Agreement carefully. The purpose of the Site and Services is to provide our users with a platform service whereby users may use certain virtual currencies to purchase digital coins from Nagaya (the "Coins Purchase"). The Coin Purchase includes the purchase of the NGY digital coin from Nagaya. Should you have any questions or comments regarding our Site or Services, please feel free to contact us.

Legal Jurisdiction

You expressly agree that any claim or dispute arising from your use of our website and/or our services will be governed by the laws of Singapore. You further agree that any such claims or disputes shall be resolved in Singapore courts, and you agree to be subject to the personal jurisdiction in, and the exclusive venue of, such courts and waive any objection to such jurisdiction and venue for the purpose of litigating any such claim or dispute.

General Use

By signing up for your Nagaya Platform account through the Nagaya website, the Nagaya APIs and/or any associated Nagaya websites/entities or mobile application (collectively the "Nagaya Site") you agree to comply with and be legally bound by this Agreement. If you do not agree to any of the terms set forth in this Agreement, or any subsequent modification to the Agreement, you may not access or use any of the Nagaya Services and must cancel your Nagaya Account, free of charge, in the manner set forth below.

We may amend or modify this Agreement by updating the Site or emailing you the revised Agreement. Any revised Agreement shall be effective immediately upon your express approval, or 7 days after the date of posting except where the changes and modifications are required by law or on the instruction of a competent governmental agency. By continuing to access or use the Nagaya Services once the revised Agreement is effective, you agree to be bound by the Agreement. We may (a) modify or discontinue any portion of the Nagaya Services, and (b) suspend or terminate your access to the Nagaya Services, at any time, and from time to time, without notice to you in certain, limited circumstances described herein. You agree that we shall not be liable to you or any third party for any modification or termination of the Nagaya Services, or suspension or termination of your access to the Nagaya Services, except to the extent otherwise expressly set forth herein.

To be eligible to use the Nagaya Services, you must be at least 18 years old (or the applicable age of majority and contractual capacity). By accessing or using the Nagaya Services you represent and warrant that you are 18 or older.

Your use would constitute acknowledgement of the following risks:

Risks of Virtual Currencies & Digital Coins. Please note that transactions are not confirmed upon submission to a blockchain network but will require a period of time in which it will be in a pending

state. In such a state, pending transactions will not be available for use.

Upon confirmation, transactions will become irreversible and cannot be reversed. Any losses, including that caused by accident or fraud, would not be recoverable. The risk of loss in virtual currencies & digital coins can be substantial. You should therefore carefully consider whether holding virtual currencies & digital coins is suitable for you in light of your financial condition. In considering whether to hold virtual currencies & digital coins, you should be aware that the price or value of virtual currencies & digital coins can change rapidly, decrease, and potentially even fall to zero.

Virtual currencies & blockchain assets are not legal tender nor backed by the government. We will be following the laws of Singapore and the relevant legislations. There will be user identity verification to comply with Know Your Customer & Anti Money Laundering requirements. There may be limits imposed or change in limits on trading imposed from time to time. Changes may happen in legislation, virtual currency markets or protocols which may adversely affect the use, transfer, exchange and value of virtual currencies and blockchain assets.

Even where digital coins are tradable in the secondary market, active buying-selling and bid-ask may not be favorable or the exchanges and platforms that facilitates secondary trading may not be regulated by Monetary Authority of Singapore ("MAS").

Users should refer to the Consumer Advisory on Investment Schemes Involving Digital Coins (Including Virtual Currencies) to make an informed decision. <http://www.mas.gov.sg/News-and-Publications/Media-Releases/2017/Consumer-Advisory-on-Investment-Schemes-Involving-Digital-Tokens.aspx>

If you use a Nagaya service which allows you and/or third parties to access and hold private keys of virtual currencies & digital coins, you acknowledge that Nagaya is not responsible for safeguarding such keys and that Nagaya is not responsible for any loss of virtual currencies & digital coins resulting from theft, loss, or mishandling of private keys or hard wallet devices for virtual currencies & digital coins outside its control.

1. Nagaya Services

NGY are digital coins for gold using a proof of asset protocol developed by Nagaya. NGY are not Shares, Debentures or Collective Investment Schemes under the Securities and Futures Act (Cap. 289). NGY is NOT an investment product.

Your Nagaya account will allow you to use the following services:

- Purchasing NGY with Virtual Currencies from the Nagaya Platform &
- Returning of NGY for gold bullion

Account Creation:

1.1. Registration of Nagaya Account. In order to use any of the Nagaya Services, you must first register by providing your name, e-mail address, password, and affirming your acceptance of this Agreement. Upon successful completion of the registration process, Nagaya will establish your Nagaya Account. Nagaya may, in our sole discretion, refuse to allow you to establish a Nagaya Account, or limit the number of Nagaya Accounts that a single user may establish and maintain at any time.

1.2. Identity Verification. In order to use certain features of the Nagaya Services, including certain transfers of virtual currency(ies) and/or currency, you may be required to provide Nagaya with certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account (e.g., financial institution, account type, routing number, and account number). Nagaya may also require you to answer certain questions or take actions in order to verify your identity, provide the Nagaya Services to you, or comply with applicable law. In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update Nagaya if any information changes. You hereby authorize Nagaya to, directly or through third parties make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth), to query account information associated with your linked bank account or qualifying credit/debit cards (e.g., name or account balance), and to take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.

2. NGY Purchase

2.1. NGY refers to the digital coin represented by "NGY" that is backed by physical bullion on a gold basis. Each NGY coin represents the holder's beneficial ownership in certain amount in fine weight of

physical gold on an unallocated basis. However, this is not to be taken as NGY being of the same price as the spot price of the amount of gold represented by each NGY as market conditions may result in pricing variance. The holder's ownership in such gold is not identifiable by a unique and specific serial number of gold bar and is subject to the terms of redemption as set out in Clause 3. Physical gold bar will be held by Nagaya Technologies Pte. Ltd. on custody for NGY coin holders as a whole. Buyers acknowledge that Nagaya Technologies Pte. Ltd. is not acting as trustee for the buyers or any NGY coin holders.

2.2. NGY is not a commodity contract under The Commodity Trading Act (Chapter 48A).

2.3. Nagaya reserves the right to reject orders or amend buy/sell prices or to impose conditions for redemption of gold. Nagaya reserves the right to refuse to process or to cancel any pending blockchain Transaction as required by law or in response to a subpoena, court order, or other binding government order. Nagaya cannot reverse a blockchain Transaction which has been communicated to and confirmed by the blockchain network.

2.3.1. No representations as to price. Nothing in Nagaya materials is to be taken as representations as to the price of NGY, Virtual Currencies & Digital Coins or gold. The price of the marketplace is determined by various factors, some of which may change due to risk controls and other internal safety mechanisms.

2.4. Rounding for Prices. Prices will be rounded off and the difference will not be refundable.

2.5. Circuit Breakers and Trading Halts. In the event of flash crashes, GAS overloads or severe market volatility, circuit breakers and trading halts may be employed to facilitate proper market operations.

2.6. Trading Limits. Nagaya reserves the right to vary trading limits on the Nagaya account. This may happen due to regulatory or legislative changes, or market conditions (these reasons are not exhaustive).

2.7. An algorithm will settle the purchase of the NGY coin with virtual currency. The current protocol would be Scrypt-PoW. Nagaya reserves the right to change the settlement technology. Any transfer fee for the virtual currency is to be borne by you.

You acknowledge that Nagaya reserves the right to terminate activities if there are doubts arising from Know Your Customer ("KYC") and Anti Money Laundering ("AML") due diligence concerns. If necessary, an in-depth KYC AML review may also take place in which we may require

more supporting information. Should the supporting information not be provided, Nagaya reserves the right to terminate activities and will not be responsible for any losses due to insufficient/unclear information provided by you.

3. NGY Redemption

3.1. Holders of NGY are allowed to returned NGY to company, to redeem gold at increments of 10 gram of gold subject to KYC and AML requirements.

The fees associated with returning NGY are:

2.5% of returned NGY (up to \$30 worth of NGY) to initiate the administration of return and redemption process.

3.2. Return Process. This returning of NGY is to be done only in Singapore and has to be a collection in person. The process starts through the online redemption page. You will have to send the return amount of NGY to designated burn address. Confirmation email will be sent once the gold ready to be collected. Please ensure that you are able to meet the logistical requirements of physical collection. You will have to bring your identification (e.g. NRIC or Passport). Nagaya will not be responsible for any losses arising from your failure in collection.

3.3. Enhanced Due Diligence. In the event where enhanced due diligence of KYC and AML is required. You are to provide further supporting information so as to be in compliance with regulations. Nagaya reserves the right to terminate the Redemption Process should the supporting information not be provided and will not be responsible for any losses. In the event where unexpected due diligence delays takes place, Nagaya reserves the right to determine at its discretion whether to refund the recasting fee.

3.4. Title. Title in the specific gold bullion will pass to you from Nagaya Technologies Pte Ltd or "the Escrow entity" only upon the end of the Redemption Process.

3.5. Redemption to be in Gold only. No refunds of virtual currencies for digital coin NGY is available so as to be in compliance with regulatory authorities.

4. NGY Fees, Transaction & Storage

The fees associated with NGY coins presently are:

- Transaction fee will be charged when NGY coins are transferred on the blockchain.
- Demurrage fees of 0.6% per annum may be charged on a rolling basis. Demurrage here refers to the fee levied on holding the commodity of gold in storage.

4.1. Title to the gold bullion shall rest with Nagaya Technologies Pte Ltd until completion of the Redemption process.

4.2. Nagaya reserves the right to change the corporate, order and storage structure, preparation or packing procedure at any time to improve the procedure, to make redemptions and audits more effective, to facilitate for external audits or to comply with other requirements.

5. General Uses, Prohibitions & Termination

5.1. Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the Nagaya Site, and the content, materials, information and functionality available in connection therewith (collectively, the "Content") solely for informational, transactional, or other approved purposes as permitted by Nagaya from time to time. Any other use of the Nagaya Site or Content is expressly prohibited. All other rights in the Nagaya Site or Content are reserved by us and our licensors. We reserve all rights in the Nagaya Site and Content and you agree that this Agreement does not grant you any rights in or licenses to the Nagaya Site or the Content, except for this express, limited license. You will not otherwise copy, transmit, distribute, sell, resell, license, de-compile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the Content or any other part of the Nagaya Site or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without limiting the foregoing, you will not frame or display the Nagaya Site or Content (or any portion thereof) as part of any other web site or any other work of authorship without our prior written permission. If you violate any portion of this Agreement, your permission to access and use the Nagaya Services may be terminated pursuant to this Agreement. In addition, we reserve the right to all remedies available at law and in equity for any such violation. "Nagaya.co", "Nagaya", and all logos related to the Nagaya Services or displayed on the Nagaya Site are either trademarks or registered marks of Nagaya or its licensors. You may not copy, imitate or use them without Nagaya's prior written consent.

5.2. Third-Party Materials. From time to time, the Nagaya Site may contain references or links to third-party materials (including without limitation websites) and third-party applications which are not controlled by us. Such information, links, and third-party applications are provided as a convenience to you. Such links should not be considered endorsements and such reference does not imply our recommendation, approval, affiliation, or sponsorship of that respective property, product, service, or process. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the Nagaya Site, including without limitation content, property, goods or services available on the linked sites or services.

5.3. Third-Party Applications. If, to the extent permitted by Nagaya from time to time, you grant express permission to a third party to access or connect to your Nagaya Account, either through the third party's product or service or through the Nagaya Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party using your Nagaya Account credentials. Further, you acknowledge and agree that you will not hold Nagaya responsible for, and will indemnify Nagaya from, any liability arising out of or related to any act or omission of any third party using your Nagaya Account credentials. You may change or remove permissions granted by you to third parties with respect to your Nagaya Account at any time through the Account Settings (Integrations) page on the Nagaya Site.

5.4. Developer's Tools. Any person or entity who uses Nagaya' Developer's Tools must comply with the terms of this General Use Agreement, and/or any other conditions as Nagaya may put into place in its sole discretion from time to time. The Developer's Tools are owned by Nagaya and are licensed to Developer's Tools users on a limited, non-exclusive, non-transferable, non-sublicensable basis. Nagaya reserves the right to restrict or limit use when, in its sole discretion, we identify abusive, burdensome, or prohibited use of the Developer's Tools. Developer's Tools users shall comply with all applicable laws, rules and regulations, including those relating to privacy, and shall not use the Developer's Tools or related licensed material to facilitate or partake in any illegal, unauthorized, or improper activity, including any Prohibited Use or Prohibited Business as set forth herein.

5.5. Warranty as to secondary use and sanction. By acquiring any such items through the Nagaya Site, you represent and warrant that your acquisition comports with and your use of the item will comport with

international sanctions requirements or secondary use legislations. Without limiting the foregoing, you may not acquire virtual currency(ies) or any of the Nagaya Services through the Nagaya Site if: (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN sanctions, MAS' financial sanctions regime, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, MAS' financial sanctions regime; or (2) you intend to supply the acquired virtual currency(ies) or Nagaya Services to Cuba, Iran, North Korea, Sudan or Syria or any other country subject to United States embargo or HM Treasury's financial sanctions regime (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, or MAS' financial sanctions regime.

5.6. Suspension, Termination, and Cancellation. Nagaya may: (a) suspend, restrict, or terminate your access to any or all of the Nagaya Services, and/or (b) deactivate or cancel your Nagaya Account if:

- We are so required by a facially valid subpoena, court order, or binding order of a government authority; or

- We reasonably suspect you of using your Nagaya Account in connection with Prohibited Business or Prohibited Use; or

- Use of your Nagaya Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; or

- Our service partners are unable to support your use; or

- You take any action that Nagaya deems as circumventing Nagaya's controls, including, but not limited to, opening multiple Nagaya Accounts or abusing promotions which Nagaya may offer from time to time.

If any transaction is in a pending state at the time your Nagaya Account is cancelled or suspended, such transaction may be cancelled and/or refunded as appropriate. You may not cancel your Nagaya Account to evade an investigation or avoid paying any amounts otherwise due to Nagaya. Upon cancellation of your Nagaya Account, you authorize Nagaya to cancel or suspend pending Conversion Service transactions and hold the digital coins associated with such transactions until Nagaya is certain that funding reversal windows are complete. In the event that you or Nagaya terminates this Agreement or your access to the Nagaya Services, or deactivates or cancels your Nagaya Account, you will remain liable for all amounts due hereunder. In the event that a technical problem causes system outage or

Account errors, Nagaya may temporarily suspend access to your Account until the problem is resolved.

5.7. Communications with Nagaya or reading/pricing materials on Nagaya' website should not be taken as investment advice. You should heed the Monetary Authority of Singapore's pronouncements and advisories.

6. Website Accuracy & Ledger Price Mechanism

The Ledger Price Mechanism refers to the digital blockchain pricing method used by Nagaya to price NGY.

6.1. Although we intend to provide accurate and timely information on the Nagaya Site, the Nagaya Site (including, without limitation, the Content and the Ledger Price Mechanism) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Nagaya Site are your sole responsibility and we shall have no liability for such decisions.

6.2. Hacking and Technological Breach. It may be that third parties may hack or otherwise breach the pricing mechanism. While we endeavor to provide an accurate indication, we reserve the right to use alternative pricing measures or to change the technology used.

6.3. Pricing may differ due to the various factors involved.

7. Our Relationship with You.

7.1. Relationship of the Parties. Nagaya is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and Nagaya to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Nagaya to be treated as the agent of the other.

7.2. Service Providers. From time to time, Nagaya may engage third parties to assist Nagaya in providing certain aspects of the Nagaya Services (each, a "Service Provider"). Service Providers may include, but are not limited to, Nagaya's banking partners and technology or engineering service providers.

7.3. Your Privacy. Protecting your privacy is very important to Nagaya. Please review our Privacy Policy, which is hereby incorporated by reference into this Agreement, in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

7.4. Privacy of Others; Marketing. If you receive information about another user through the Nagaya Services, you must keep the information confidential and only use it in connection with the Nagaya Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to effectuate a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so. You may not send unsolicited email to a user through the Nagaya Services.

7.5. Password Security and Keeping Your Contact Information Current. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys, Hard Wallet Devices or any other codes that you use to access the Nagaya Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Nagaya Account by third-parties and the loss or theft of any virtual currency(ies) and/or digital coins held in your Nagaya Account and any associated accounts. You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to the compromise of your sensitive information or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Nagaya Account information has been compromised, contact Nagaya Support immediately at support@Nagaya.co.

7.6. Consent to Electronic Records. By using the Nagaya Services, you agree that Nagaya may provide you with any notices or other communications about your Nagaya Account and the Nagaya Services electronically: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or (b) by posting to the Nagaya Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. If you do not wish to receive notices or other communications electronically, we will be unable to support your Nagaya Account and your Nagaya Account will be cancelled.

7.7. Notices to Nagaya. We prefer receiving notices to Nagaya electronically through our support system at support@Nagaya.co.

Should you need to send physical correspondence, please also contact said support for a designated mail address.

8. Customer Feedback, Queries, and Complaints

8.1. Contact Nagaya. If you have any feedback, questions, or complaints, contact us via our Customer Support at support@Nagaya.co. When you contact us please provide us with your name, address, and any other information we may need to identify you, your Nagaya Account, and the transaction on which you have feedback, questions, or complaints.

8.2. Complaints. In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. We will acknowledge your complaint within 24 hours of its receipt if you contact us via our Customer Support web page or email us at support@Nagaya.co. A Customer Complaints officer ("Officer") will consider your complaint. The Officer will consider your complaint without prejudice based on the information you have provided and any information provided by Nagaya. Within four weeks of our receipt of your complaint the Officer will address your complaint by sending you an e-mail ("Resolution Notice") in which the Officer will: (i) offer to resolve your complaint in the way you requested; (ii) make a determination rejecting your complaint and set out the reasons for the rejection; or (iii) offer to resolve your complaint with an alternative solution. Upon receipt of the Resolution Notice, you will have 20 business days to accept or reject the offer or determination, which you must do by following the instructions set out in the Resolution Notice. Failure to respond to a Resolution Notice will be deemed to be a withdrawal of the complaint and an acceptance that we have no liability to you regarding the subject matter of the complaint. If you are late in responding to the Resolution Notice, Nagaya may treat your response as if it has been submitted on time.

8.3. Appeals. In the event that you reject an offer or determination ("Rejection"), please set out the reasons for the Rejection and include any additional information that you believe is pertinent to your complaint. Any Rejection will be treated as an application to appeal the offer or determination set out in the Resolution Notice. Our Customer Appeals committee ("Appeals Committee") will impartially consider your complaint (including any additional information provided). We will acknowledge your Rejection within 24 hours of its receipt if you contact us in the prescribed electronic way, and within ten business days if you contact us in any other prescribed way. Within four weeks of our receipt of the Rejection the Appeals Committee will address your complaint by sending you an e-mail ("Final Notice") in which the Appeals Committee will: (i) uphold the Resolution Notice; or (ii)

reject the Resolution Notice. Notwithstanding its decision regarding the Resolution Notice, the Appeals Committee may also make a new offer to resolve the complaint. Upon receipt of the Final Notice, you will have 20 business days to accept or reject the offer or determination, which you must do by following the instructions set out in the Final Notice. Nagaya may extend the deadline for you to accept the offer. Failure to respond to a Final Notice will be deemed to be a withdrawal of the complaint and an acceptance that we have no liability to you regarding the subject matter of the complaint. For consumers only: if you fail to respond to a Final Notice and file a claim in a competent court, your failure may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

8.4. Offers. Any offer made under this Section 8 will only become binding on Nagaya if you accept the offer by following the instructions provided by Nagaya within the stated timeframe. Any offer under this Section 8 will not constitute any admission by Nagaya of any wrongdoing or liability regarding the subject matter of the complaint. Any acceptance of an offer by you will constitute an acceptance that the complaint is resolved and an undertaking that you will not file a claim in any competent court against Nagaya regarding the subject matter of the complaint.

8.5. Claims. This provision only applies to consumers. You agree to use the complaints procedure of this Section 8 before filing any claim in a competent court. Failure to comply with this provision may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

9. General Provisions.

9.1. Limitations of Liability. (A) IN NO EVENT SHALL NAGAYA, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE NAGAYA SITE, THE NAGAYA SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). (B) FOR CONSUMERS ONLY: WHERE APPLICABLE CONSUMER PROTECTION LAW LIMITS THE EFFECTIVENESS OF SECTION 9.1(A) WITH RESPECT TO CONSUMERS, SECTION 9.1(A) ONLY APPLIES TO THE MAXIMUM EXTENT AS PERMITTED BY LAW.

9.2. Regulatory Compliance. Nagaya is prohibited from providing services or entering into relationships with certain individuals and entities in compliance with relevant regulations. In the event that Nagaya is required to block assets associated with your Nagaya

Account in accordance with a sanctions program, or other similar government sanctions programs, Nagaya may (i) deactivate or cancel your account (ii) transfer virtual currencies or digital coins to an originating source or an account specified by authorities. Nagaya is not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with applicable law, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant or other legal order.

9.3. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Nagaya. Always log into your Nagaya Account through the Nagaya Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

9.4. Release of Nagaya. If you have a dispute with one or more users of the Nagaya services, to the extent permitted by law, you release Nagaya, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, to the extent permitted by law, in entering into this release you expressly waive any protections, that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

9.5. No Warranty. (A) THE NAGAYA SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. NAGAYA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NAGAYA DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO ANY PART OF THE NAGAYA SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, ERROR-FREE OR SECURE. OPERATION OF THE NAGAYA SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. WE ARE NOT RESPONSIBLE FOR THE VIRTUAL CURRENCY OR DIGITAL COINS MARKET, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE REAL OR

PERCEIVED VALUE OF VIRTUAL CURRENCY OR DIGITAL COINS AS DENOMINATED IN ANY QUOTED CURRENCY. ALTHOUGH WE MAY PROVIDE HISTORICAL AND/OR REAL-TIME DATA REGARDING THE PRICE OF VIRTUAL CURRENCY OR DIGITAL COINS, WE MAKE NO REPRESENTATIONS REGARDING THE QUALITY, SUITABILITY, TRUTH, USEFULNESS, ACCURACY, OR COMPLETENESS OF SUCH DATA, AND YOU SHOULD NOT RELY ON SUCH DATA FOR ANY REASON WHATSOEVER. YOU UNDERSTAND AND AGREE THAT THE VALUE OF VIRTUAL CURRENCY CAN BE VOLATILE, AND WE ARE NOT IN ANY WAY RESPONSIBLE OR LIABLE FOR ANY LOSSES YOU MAY INCUR BY HOLDING OR TRADING VIRTUAL CURRENCY, EVEN IF THE NAGAYA SERVICES ARE DELAYED, SUSPENDED, OR INTERRUPTED FOR ANY REASON. FURTHER, NAGAYA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, USEFULNESS, ACCURACY, OR COMPLETENESS OF THE NAGAYA SERVICES OR ANY MATERIALS CONTAINED THEREIN. (B) FOR CONSUMERS ONLY: WHERE APPLICABLE CONSUMER PROTECTION LAW LIMITS THE EFFECTIVENESS OF SECTION 9.5(A) WITH RESPECT TO CONSUMERS, SECTION 9.5(A) ONLY APPLIES TO THE MAXIMUM EXTENT AS PERMITTED BY LAW.

9.6. Indemnification. You agree to indemnify and hold Nagaya, its affiliates and Service Providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (i) your breach of this Agreement, (ii) your use of Nagaya Services, including the Developer's Tools, or (iii) your violation of any law, rule or regulation, or the rights of any third party.

9.7. Entire Agreement. This Agreement sets forth the entire understanding and agreement between you and Nagaya as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and Nagaya.

9.8. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Nagaya without restriction, including without limitation to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Nagaya Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

9.9. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

9.10. Change of Control. In the event that Nagaya is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

9.11. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Nagaya Account cancellation, debts owed to Nagaya, general use of the Nagaya Site, disputes with Nagaya, and general provisions, shall survive the termination or expiration of this Agreement.

9.12. Force Majeure.

9.12.1. Technology. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

9.12.2. Storage. We shall not be liable for loss originating from acts of third parties and events outside our control such as:

a) any loss to the bullion while in storage due to or as a result of the following situations:

- Events of war
- Sabotage
- Insurrection, rebellion, revolutions, civil war, usurped power or action taken by governmental authority
- Riot or acts of civil disobedience
- Use of chemical, biological, bio-chemical or electromagnetic weapons, use of any device employing atomic or nuclear fission and/or

fusion or other like reaction or radioactive force or any act of a public enemy

- Judicial action or act of any government or agency or subdivision thereof
- Explosion (whether an act of God or act of man)
- Technical failures, labor disputes or unusual market conditions such as but not limited to market default, market closure and market disruptions
- Any form of cyber-attack on Nagaya's computers or those belonging to the service provider for which Nagaya has sub-bailed the storage
- Storms, fire (whether an act of God or act of man), flood and other natural disasters
- Terrorism-related activities of any kind whatsoever or activities suspected to be related to terrorism
- Any other event or happening that is outside the control of Nagaya.
 - b) Shortage or disappearance of bullion following inspection, search or audit by appraisers or government agencies.
 - c) Loss resulting from negligence or willful misconduct of the Customer.
 - d) Any loss to the bullion resulting from ordinary leakage, ordinary loss in weight or volume, ordinary wear and tear or natural oxidization.
 - e) Confiscation, seizure, appropriation, expropriation, requisition for title of use or willful destruction of the bullion under any order of the government and/or public authority

9.13. Section Headings. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

9.14. English Language Controls. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

Privacy Policy

This Privacy Policy describes how Nagaya Technologies Pte Ltd as well as the relevant Nagaya group entities/subsidiaries/group-related entities (collectively known as "Nagaya") collects, uses, stores, shares, and protects your information whenever you use [Nagaya.co], a Nagaya mobile app, any Nagaya or third party applications relying on such an API (the "Nagaya Site") or any NagayaServices. By using the Nagaya Site and Nagaya Services, you consent to the data practices prescribed in this statement. We may periodically post changes to this Privacy Policy on this page, and it is your responsibility to review this

Privacy Policy frequently and we encourage you to visit this page often. When required by law, we will notify you of any changes to this Privacy Policy.

How we collect information about you

When you use Nagaya Services, we collect information sent to us through your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, device name and type, operating system, location, mobile network information, and standard web log information, such as your browser type, traffic to and from our site, and the pages you accessed on our website. Nagaya does not intentionally collect information from or about any individual who is under 13 years old.

If you create an account or use Nagaya Services, we, or our affiliates vendors acting on our behalf may collect the following types of information:

Contact information - your name, address, phone, email, Skype ID, and other similar information;

If you seek permissions to raise Digital Currency buy and sell limits associated with your Nagaya Account, we may require you to provide additional information which we may use in collaboration with service providers acting on our behalf to verify your identity or address, and/or to manage risk. This information may include your date of birth, taxpayer or government identification number, a copy of your government-issued identification, or other personal information. We may also obtain information about you from third parties such as credit bureaus and identity verification services.

When you use Nagaya Services, we collect information about your transactions and/or your other activities on our website and we may continuously collect information about your computer, mobile device, or other access device for fraud prevention purposes, to monitor for possible breach of your Nagaya Account, and to identify any malicious software or other activity that may harm Nagaya or its users.

You may choose to provide us with access to certain personal information stored by third parties such as social media sites (such as Facebook and Twitter). The information we have access to varies by site and is controlled by your privacy settings on that site and your authorization. By associating an account managed by a third party with your Nagaya account and authorizing Nagaya to have access to

this information, you agree that Nagaya may collect, store, and use this information in accordance with this Privacy Policy.

Finally, we may collect additional information you may disclose to our customer support team.

How we use cookies

When you access our website or content or use our application or Nagaya Services, we or companies we work with may place small data files called cookies or pixel tags on your computer or other device. We use these technologies to:

- Recognize you as a Nagaya customer;
- Customize Nagaya Services, content, and advertising;
- Measure promotional effectiveness; and
- Collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

We use both session and persistent cookies when you access our website or content. Session cookies expire and no longer have any effect when you log out of your account or close your browser. Persistent cookies remain on your browser until you erase them or they expire.

We also use Local Shared Objects, commonly referred to as "Flash cookies," to help ensure that your account security is not compromised, to spot irregularities in behavior to help prevent fraud, and to support our sites and services.

We encode our cookies so that only we can interpret the information stored in them. You are free to decline our cookies if your browser or browser add-on permits, but doing so may interfere with your use of Nagaya Services. The help section of most browsers or browser add-ons provides instructions on blocking, deleting, or disabling cookies.

You may encounter Nagaya cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application. Likewise, these third parties may place cookies or pixel tags that are not subject to our control and the Nagaya Privacy Policy does not cover their use.

How we protect and store personal information

Throughout this policy, we use the term "personal information" to describe information that can be associated with a specific person

and can be used to identify that person. This Privacy Policy does not apply to personal information that has been anonymized so that it does not and cannot be used to identify a specific user. Nagaya takes reasonable precautions, as described herein, to protect your personal information from loss, misuse, unauthorized access, disclosure, alteration, and destruction.

We store and process your personal and transactional information, including certain payment information, where Nagaya facilities or our service providers are located, including in the United States of America, and we protect it by maintaining physical, electronic, and procedural safeguards in compliance with applicable laws. We use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our buildings and files, and we authorize access to personal information only for those employees who require it to fulfill their job responsibilities. We store our customers' personal information securely throughout the life of the customer's Nagaya Account. Nagaya will retain your personal information for a minimum of five years or as necessary to comply with our legal obligations or to resolve disputes.

You may request access or make corrections to your personal data held by Nagaya. Nagaya may charge a fee for processing your request for access. Such a fee depends on the nature and complexity of your access request. Information on the processing fee will be made available to you.

Please contact us (please see the "How to contact us" section below) for details on how you may request such access or corrections.

How we use the personal information we collect

Our primary purpose in collecting personal information is to provide you with a secure, smooth, efficient, and customized experience. We may use your personal information for matters such as:

- Provide Nagaya Services and customer support you request;
- Process transactions and send notices about your transactions;
- Resolve disputes, collect fees, and troubleshoot problems;
- Prevent and investigate potentially prohibited or illegal activities, and/or violations of our posted user terms;
- Carrying out research, planning and statistical analysis;
- Analytics for the purposes of developing or improving our products, services, security, service quality, and advertising strategies;
- Managing our infrastructure and business operations and complying with internal policies and procedures;
- Complying with all applicable laws, regulations, rules, directives, orders, instructions and requests from any local or foreign authorities,

including regulatory, governmental, tax and law enforcement authorities or other authorities;

- Enforcing obligations owed to us; and/or seeking professional advice, including legal advice;
- Customize, measure, and improve Nagaya Services and the content and layout of our website and applications;
- Deliver targeted marketing, service update notices, and promotional offers based on your communication preferences; and
- Verify your identity by comparing your personal information against third-party databases.

We will not use your personal information for purposes other than those purposes we have disclosed to you, without your permission. From time to time we may request your permission to allow us to share your personal information with third parties. You may opt out of having your personal information shared with third parties, or from allowing us to use your personal information for any purpose that is incompatible with the purposes for which we originally collected it or subsequently obtained your authorization. If you choose to so limit the use of your personal information, certain features or Nagaya Services may not be available to you.

Marketing

We will never sell or rent your personal information to third parties.

Any communications we send to you will either be related to your account or will be related to Nagaya services or products. In the event Nagaya sends any communication to you which is not related specifically to your account, Nagaya will provide you with an "unsubscribe" mechanism through which you may opt out of receiving other similar messages in the future.

We may use your personal data to offer you products or services, including special offers, promotions, contests or entitlements that may be of interest to you or for which you may be eligible. Such marketing messages may be sent to you in various modes including but not limited to electronic mail, direct mailers, short message service, telephone calls, facsimile and other mobile messaging services. In doing so, we will comply with the Personal Data Protection Act of Singapore (PDPA).

In respect of sending telemarketing messages to your telephone number via short message service, telephone calls, facsimile and other mobile messaging services, please be assured that we shall only do so if we have your clear and unambiguous consent in writing or other recorded form to do so or if you have not otherwise made the

appropriate registration of that number with the Do Not Call Registry. If we have an ongoing relationship with you and you have not indicated to us that you do not wish to receive telemarketing messages sent to your telephone number, we may send you telemarketing messages to that number related to the subject of our ongoing relationship via short message service, facsimile and other mobile messaging services (other than a voice or video call).

You may at any time request that we stop contacting you for marketing purposes via selected or all modes.

To find out more on how you can change the way we use your personal data for marketing purposes, please contact us. Nothing in this section shall vary or supersede the terms and conditions that govern our relationship with you.

How personal information is shared with other Nagaya users

If you use your Nagaya Account to transfer Digital Currency in connection with the purchase or sale of goods or services, we or you may also provide the seller with your shipping address, name, and/or email to help complete your transaction with the seller. The seller is not allowed to use this information to market their services to you unless you have agreed to it. If an attempt to transfer Digital Currency to your seller fails or is later invalidated, we may also provide your seller with details of the unsuccessful transfer. To facilitate dispute resolutions, we may provide a buyer with the seller's address so that goods can be returned to the seller.

In connection with a Digital Currency transfer between you and a third party, including merchants, a third party may share information about you with us, such as your email address or mobile phone number which may be used to inform you that a transfer has been sent to or received from the third party. We may use this information in connection with such transfers to confirm that you are a Nagaya customer, that Digital Currency transfers are enabled, and/or to notify you that you have received Digital Currency. If you request that we validate your status as a Nagaya customer with a third party, we will do so. You may also choose to send Digital Currency to or request Digital Currency from an email address. In such cases, your user name will be displayed in an email message notifying the user of the designated email address of your action. Please note that merchants you interact with may have their own privacy policies, and Nagaya is not responsible for their operations, including, but not limited to, their information practices.

If you authorize one or more third-party applications to access your Nagaya account, then information you have provided to Nagaya may

be shared with those third parties. Unless you provide further authorization, these third parties are not allowed to use this information for any purpose other than to facilitate your transactions using Nagaya services.

How we share personal information with other parties

We may share your personal information with parties such as the following:

- Third party identity verification services in order to prevent fraud. This allows Nagaya to confirm your identity by comparing the information you provide us to public records and other third party databases. These service providers may create derivative data based on your personal information that can be used solely in connection with provision of identity verification and fraud prevention services;
- Service providers under contract who help with parts of our business operations such as bill collection, marketing, and technology services. Our contracts require these service providers to only use your information in connection with the services they perform for us, and prohibit them from selling your information to anyone else;
- Financial institutions with which we partner;
- Companies or other entities that we plan to merge with or be acquired by. Should such a combination occur, we will require that the new combined entity follow this Privacy Policy with respect to your personal information. You will receive prior notice of any change in applicable policy;
- Law enforcement, government officials, or other third parties such as when:
 - We are compelled to do so by a subpoena, court order, or similar legal procedure; or
 - We believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our User Agreement; and
- Other third parties

Please be assured that when we disclose your personal data to such parties, we require them to ensure that any personal data disclosed to them are kept confidential and secure.

If you establish a Nagaya account indirectly on a third party website or via a third party application, any information that you enter on that website or application (and not directly on a Nagaya website) will be shared with the owner of the third party website or application and your information may be subject to their privacy policies.

In general, we will notify you of material changes to this policy by updating the last updated date at the top of this page, and we will provide you with explicit notice of material changes as required by law. We recommend that you visit this page frequently to check for changes.

Specific consent by users in the European economic area

If you are located in, or a resident of, the European Economic Area ("EEA"), you specifically and voluntarily consent to the transfer of your personal information to our related entity and service providers in Singapore, for the specific purposes of performing identity verification or checking, to enable us to prevent fraud and comply with our legal obligations.

Singapore may not have protections in place for personal data as extensive as those within the EEA. However, we require our service providers, including Nagaya Technologies Pte Ltd to treat your personal information in strict confidence and use appropriate security measures to protect it. We also require them to uphold the standards of the European Union's Directive on Data Protection, and all of our other obligations under this Privacy Policy.

You may revoke your consent to this section at any time by emailing support@Nagaya.co with the subject line "Revoke EEA data consent".
How you can access or change your personal information

You are entitled to review, correct, or amend your personal information, or to delete that information where it is inaccurate, and you may do so at any time by logging in to your account and clicking the Profile or My Account tab. This right shall only be limited where the burden or expense of providing access would be disproportionate to the risks to your privacy in the case in question, or where the rights of persons other than you would be violated. If you close your Nagaya account, we will mark your account in our database as "Closed," but will keep your account information in our database for a period of time described above. This is necessary in order to deter fraud, by ensuring that persons who try to commit fraud will not be able to avoid detection simply by closing their account and opening a new account. However, if you close your account, your personally identifiable information will not be used by us for any further purposes, nor sold or shared with third parties, except as necessary to prevent fraud and assist law enforcement, as required by law, or in accordance with this Privacy Policy.

How you can contact us about privacy questions

If you have questions or concerns regarding this policy, or if you have a complaint, you should contact us on our support page, by emailing support@Nagaya.co.