

Atlas Privacy Policy

This Privacy Policy ("Privacy Policy") sets out the terms and conditions under which Tokenalysis Inc. dba Atlas ("Company", "Atlas", "we", "our", or us) collects information via our website atlas.xyz ("Website"), our associated mobile application and other applications made available by our Company (collectively "App"). Through our Website and App (collectively, "Site"), the Company provides information on non-fungible tokens ("NFTs"), cryptocurrency, utility tokens, digital coins/currency, and other digital currency related information, as well as widgets, plugins, extensions, patches, decentralized token swaps, coin purchases, listing of coins, new exchange listing, and/or events listing ("Activity Post"), features for online subscription, registration of account, registration of interest for any of our services or events, our messaging services, update functions, loyalty rewards program (but which may be amended from time to time in our Company's sole discretion), and/or any other services and products provided by our Company whether by itself or in conjunction with other third parties (individually and collectively, our "Site Services"). As such, this Privacy Policy applies to any person (hereinafter referred to as "you" or "user") who accesses, reads, participates in, or uses our Website, and App (including any variations, updates, support patches or successors), forums, blogs, any of our Site Services, and/or any charts, rankings, pricing, trading volume, articles, news, press release, analysis, reports, information, write-ups, photographs, pictures, profiles, testimonials, tips, advertisements, media files and other content on our Website, our App, and our Site Services (collectively, "Site Content"), as well as to any person who receives our news updates, news summaries, press release updates, reports, analysis, newsletters, EDMs, marketing materials, promotional updates, support patches, technical updates, new version releases (mobile App), messages (via any channels), or other emails (collectively, "Updates"). "Site Content" and "Updates" collectively shall be referred to as "Content". For the avoidance of doubt, all Content and Site Services pertain only to NFTs and cryptocurrency, and not any products or instruments that can be classified as "securities" under applicable United States Securities laws.

In order to serve you better and provide you with the information of interest to you, listing of your Activity Post, functionalities such as decentralized token swaps, appropriate customer service or product requested for, we require information from you, some of which may be considered as Personal Data (defined in Clause 1.2 below). We understand the importance of the privacy and security of your information, and we have therefore set out in detail below how we collect and use your information. Kindly review the terms and conditions of our Privacy Policy as follows so that you may be reassured that we take data protection seriously:

- A. Please note that your access to and use of our Site is subject to our Website Terms of Use ("Website Terms of Use"), the terms and conditions as set out herein this Privacy Policy, and any other terms of service (including rules and guidelines) that may be applicable to your use of our Content, Website, Updates and/or Site Services such as the Listing T&Cs should you have an Activity Posted listed on our Website, (all such terms, conditions, rules and guidelines shall hereinafter be collectively referred to as the "Agreement"). Accordingly, by accessing our Website or any of our Content, using any of our Site Services, or otherwise however providing us with your Personal Data, you are agreeing to our collection of your information pursuant to this Privacy Policy. Should you disagree

with any clause in the Agreement, please immediately cease your access to, participation in, and use of our Website, our App, our Content and our Site Services.

- B. In order to maximize your utility of our Website, our Content, our Site Services, App, our products, our other services, and respective content thereto, request information from us (whether online or offline, via App, the telephone, exhibitions, road shows or other events), list your Activity Post on our Website, take-part in our promotions (online or offline), subscribe and/or receive our Updates, and other related matters, your Personal Data has to be provided to us, and we will need to keep and use your Personal Data in order to fulfil the purpose for which you have contacted us, subscribed to our Updates and/or other services.

For expediency and for compliance with any changes in the law, we reserve the right to amend this Privacy Policy in our sole discretion at any time without prior notice to you, and you agree that your continued access to and/or use of our Website, App, our Site Services, and/or other associated platforms, your continued desire to view our Content, receive our Updates, check for our news, cryptocurrency trading-related information and articles online or offline, keep in contact with us via email, and/or take-part in our promotions (whether notified to you or made available online or offline, via email, telephone, road shows or other events) constitutes your unconditional acceptance of our amended Privacy Policy, the date of the latest version that is in force being indicated by the "Latest Version" date shown at the start of the Privacy Policy. You agree that it is your sole responsibility to keep yourself updated of any amendments by reviewing this Privacy Policy at our Website regularly.

1. Types of Data Collected

1.1 When you visit, access or use our Website, App, Content, Site Services, and/or associated platforms, request for any Activity Post, register for any account, sign-up for any of our Updates, enter into a subscription, email us, call us, or take part in our promotions (offline or online), we collect Personal Data and Anonymized Data.

1.2 "Personal Data" refers to information, whether true or otherwise, with personal identifiers that can be used separately or collectively with other available (or accessible) information to identify an individual, such as name, address, NRIC number, mobile number, email address, birthdate, gender, income range, residency status, bank account details, and credit card details.

1.3 "Anonymized Data" refers to information that is not associated with or linked to your Personal Data and cannot be used to identify individual persons.

2. Collection of Anonymized Data

2.1 When you access our Website, Site Services, Content, App, and/or any of our online advertisements and banners, we collect Anonymized Data about you via the application of generally acceptable web technologies including but not limited to "web beacons", "cookies",

"clear GIFs", "widgets", "online evaluations", "surveys", "HTML5", "dynamic device identifiers", and third-party web analytics such as "Google analytics" (collectively, "Acceptable Technologies"). This automatic collection of non-personal information includes (without limitation) collection of your IP Address, the web browser software that you use, the type of smart phone or tablet that you may be using, the operating software/platform of your device, your sign-up(s) for any Updates or information via our Website and/or Site Services, your general interest as indicated by the banners or advertisements that you click on, the specific pages of our Website viewed by you, the specific categories or features in our Website accessed by you, the sharing of any information by you via our Website, any third-party application used in conjunction with our Website or Site Services, your downloading of our App, and third-party websites that you may have visited prior to our Website. Our purpose for the aforesaid collection of information is for us to understand the preference of our visitors and users so as to enhance and facilitate the ease with which you are able to access or use our Website and our Site Services.

2.2 As part of the Anonymized Data that we collect, when you access our Website via your mobile device or tablet, we will also collect information regarding the type of mobile device or tablet that you are utilizing so that our Website, App and/or Site Services can provide you with the version of our Website and/or App best suited for access on your mobile device or tablet.

2.3 If you do not consent to our collection of Anonymized Data, please adjust the settings on your computer, tablet and mobile device to block or disable our use of the Acceptable Technologies. In the event that you choose to access our Website or our Site Services without blocking or disabling or opting out of the Acceptable Technologies, such access by you will constitute your consent to our use of the Acceptable Technologies and our collection of information thereto.

2.4 To better assist you in understanding the generally Accepted Technologies used in our collection of Anonymized Data include:

2.4.1 "IP Address" refers to a number that is automatically assigned to your computer when you access the Internet. Under certain circumstances, your IP Address remains the same from browser session to browser session. However, in the event that a consumer Internet access provider is utilized, your IP Address will likely vary from session to session. We track IP Addresses solely in conjunction with session cookies to analyze the flow of web pages on our Website.

2.4.2 "Cookies" refer to small pieces of data that a website sends to your computer's hard drive or mobile device's internal storage while you are viewing the said website. Our Website utilizes both session cookies (they expire the moment your Internet browser is closed) and persistent cookies (they will remain in your computer until you actively take steps to delete them) so as to provide you with a more personalized and interactive experience on our Website. By changing the options on your Internet browser and adjusting the settings in your mobile device (subject to your version of operating system and your device's features), you can control whether to accept or decline cookies.

2.4.3 "Clear GIFs" refer to clear electronic images that are used to track your opening of web pages on our Website and your pattern of browsing our web pages as well as your access of our Website, for the purpose of allowing us to assess the attractiveness of the content on our Website, and the

flow of web pages and layouts that appeal to you. Clear GIFs are also commonly known as "web beacons" and may be included on our Website, and generally works in conjunction with cookies to identify users and user behavior. Some of our HTML based emails also utilize Clear GIFs in order for us to assess what are the emails we sent that have been opened and acted upon. Clear GIFs collect only limited data, such as a cookie number, the time and date of when a particular webpage, feature or service on our Website is accessed, and a description of the webpage, feature or service on our Website in which the clear GIF resides. Such collected Anonymized Data helps us to determine the effectiveness of the way our web pages, features and services are arranged on our Website, our modes of communications and promotional campaigns.

2.4.4 "Third-party web analytics" refer to services provided by third-party service providers for the assessment, analysis, measurement and reporting of the behavior of visitors to a website in order to assess and improve the effectiveness of the website. One of the most well-known third-party analytics services is "Google Analytics".

2.4.5 "HTML5 local storage" refers to caching services utilizing primarily a cache manifest file, which allows for storage of your preferences offline which will then be updated and synchronized when you go online.

2.4.6 "Dynamic device identifiers" refer to "identifier for advertisers" or "IFA", which is a random, anonymous number assigned to an end-user of the iPhone or iPad and is temporary, allowing it to be blocked like a cookie. When an end-user views an application or browses the internet, the end-user's presence generates a call for an advertisement as the publisher's site that the end-user is viewing will pass the IFA to the ad server and the advertiser is then able to serve the end-user with an advertisement relevant to the topic being viewed. IFA can also be used to identify whether the advertisements resulted in end-users downloading applications or purchasing products that were advertised. The IFA does not identify the end-user personally, it provides aggregated audience data that advertisers can target with advertisements. IFA can be opted out of via the settings in the end-user's device (by default, the IFA is enabled), subject to the availability of such options in the version of your operating system and the features of your device.

3. Your Consent to our Collection, Retention and Use of Personal Data

3.1 In order for our Company to provide you with our Site Services as well as information via our Website, App and other channels regarding our Site Services, Content, App, and other products and services, including but not limited to our updating you on the latest cryptocurrency related news and trading data or other information based on your request or online subscription with us, enabling you to sign up with us online, submit your form online to list your Activity Post, your receiving our Updates based on your indicated preferred channel, and allowing you to contact us via our Website, App, email or telephone, you agree and consent to our Company collecting, using and retaining your Personal Data as follows:

- (i) When you submit a request for listing of your Activity Post, sign up for our Updates, download and/or use our App, access our Website for information, register an account with us, subscribe to any of our Site Services, or you email or call us with any queries, you will be required to provide us with your Personal Data in order for us to register

you for the uploading of your Activity Post to our Website, add you to our mailing list, enroll you for our Updates, services or events that you requested for, grant you permission to access certain restricted portions of our Website, to revert to your queries and/or to liaise with you in relation to your requests.

- (ii) When you download our App, use any of our Site Services, access our Website, make any purchases via our Site, engage in token swaps, participate in our loyalty rewards program, redeem any loyalty points, register for any program, webinar, seminar, exhibition or other events, apply to upload your Activity Post(s) onto our Website, enroll for any services, loyalty program or Updates, enter into a subscription plan, or participate in promotions (offline and online) that we (or our other business partners) provide, we will require your Personal Data in order to keep a record of and provide you with the benefits that accompany your registration, usage of our Website, our Site Services, any events, upload of your Activity Post onto our Website, subscription, service engagement, participation in loyalty program and/or promotional campaigns (whether online or offline). Unless you withdraw your registration, subscription or enrollment, cancel your Activity Post listing with us, cancel your account with us, terminate any engagement of our Site Services, cancel your subscription for updates, withdraw from events that you have signed up for, cancel your access to our Website, cease all use of our Site and Site Services, cease all utilization of App, withdraw from our loyalty program or promotional campaigns, or our relevant promotional campaign ends, we will keep your Personal Data for as long as you still use our App, access our Website or any of our Content, your Activity Post(s) is still listed on our Website, you are still a user of any of our Site Services, a participant of any of our events, a subscriber to or recipient of our Updates, our loyalty program and/or promotional campaigns (whichever is the later) so that we can provide you with the relevant benefits. Accordingly, we will retain your Personal Data for as long as we are of the reasonable opinion that you may still be interested in any of our Site Services, Content, events, maintaining your Activity Post listing on our Website, our new products and/or services so that our Company can be expeditious in the provision of information, our services or products whenever you should require information or seek to engage any of our services, use any of our products, request a delivery of any of our products or our assistance. In the event that you notify us that you wish to terminate all access to our Website, App, Content, Activity Post listing and events as well as ceasing all communications to and from our Company and terminating all engagement of our services, we will keep your Personal Data only for as long as is necessary to fulfil legitimate business, legal, accounting and audit purposes, in relation to the Website and our operation of the associated business thereto. Thereafter, we will destroy your Personal Data.
- (iii) When you click on any of our Company's internet based advertisements for more information regarding our Website, our App, our Activity Post listing service, or our other Site Services, available Content, Updates, services or products, we collect the Personal Data that you provide in order to follow up with you pertaining to your interest in the foregoing.

3.2 In addition, we will retain your Personal Data where necessary and for such duration as may be required in order for our Company to comply with applicable laws and regulations, assist in any legal investigations, meet the demands from any regulatory or law enforcement bodies, for utilization in legal proceedings, minimising fraud, collection of debts, repayment of loans, resolving disputes, identifying issues, enforcing contractual breaches and/or claiming for damages.

4. Disclosure of Personal Data

4.1 We may need to disclose your Personal Data to:

- (i) third-party service providers in order for us to facilitate your access to and use of our Website, our Site Services, our App, token swap functionalities provided by third parties as made available on our Site, download Content, register for our events, list your Activity Post, participate in our promotions, participate in our loyalty points program, redeem your loyalty points for rewards, for us to contact you as you may have requested via our Website, email or telephone, for us to schedule and send on a regular basis to you our Updates, for us to maintain and update your records to ensure that you receive our replies to your queries, for us to follow up on any delivery of products or services that you may have requested for, and to provide you with any other updates and perks accompanying your registration to list your Activity Post, use or attend our events, engagement for our Site Services, participation in any loyalty program and/or promotional campaigns. The aforesaid third-party service providers have a contract with us to perform the services necessary for you to use our Website, our Site Services, list your Activity Post, receive Updates and/or our services or products that you might have requested, and such third-party service providers therefore include but are not limited to web host companies, website maintenance companies, database storage companies, cloud solutions providers, loyalty program service providers, app stores, platform maintenance providers, credit bureaus, payment solutions companies, credit card associations, financial institutions, companies that assist to perform mass mailing and/or mass messaging on our behalf, courier and logistics companies, etc.;
- (ii) our third-party business partners who are providing discounts, vouchers, redemption items and other privileges thereunder our loyalty rewards program/loyalty points scheme;
- (iii) our book-keepers, accounting firms, audit firms, corporate secretarial firms, law firms and/or other professional advisory firms who are maintaining our records in accordance with legal requirements;
- (iv) governmental, regulatory or law enforcement bodies who have a legal right to demand your Personal Data;
- (v) credit bureaus, credit rating agencies and fraud preventing companies for the purpose of minimising fraudulent activities via your Personal Data; and

- (vi) our affiliated or related companies and/or third parties to whom we may sell, divest, transfer, assign, share or otherwise engage in a transaction that involves, some or all of our Company's assets (which may include your Personal Data), in the course of a corporate divestiture, corporate restructuring, merger, acquisition, joint venture, trade sale, bankruptcy, dissolution, reorganization, or any other similar transaction or proceeding;

Except as provided above, we do not sell, rent, license or otherwise disclose your Personal Data to third parties, and only our authorized personnel who have signed written obligations of confidentiality are permitted to access your securely kept Personal Data in order to provide the services that you are using or have requested for from our Company. We are careful in our selection of third-party service providers, and all such third-party service providers are bound by obligations of data protection (pursuant to contracts and/or applicable laws) similar to the obligations herein this Privacy Policy. In general, the third-party service providers engaged by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

Without limiting the generality of the foregoing, your wallet identifier will be exposed when you use any of third-party token swap functions available via hyperlinks on our Site, and some of your Personal Data may also be shared with the third-party providers of such swap functionalities and protocols pursuant (or in relation) to your token swap transaction. Your usage of identity protection technologies (as may be made available by third parties) should ideally protect your identity from being disclosed to the public. Nonetheless, please note that the third-party token swapping and identification protection functionalities made available, hyperlinked to, or referenced to on our Site does not constitute the Company's association with or endorsement of the third-party providers of such functionalities or vice versa. Accordingly, we cannot provide any guarantees or warranties howsoever pertaining to any of the third-party token swapping and identification protection functionalities made available, hyperlinked, or referenced to on our Site. Your usage of such third-party token swapping and identification protection functionalities is also governed by the third parties' respective terms and conditions. I respectively. In addition, such third-party providers may also collect and use your Personal Data as per their respective privacy policies. To illustrate, MetaMask's collection and use of your Personal Data is as per their privacy policy at <https://metamask.io/privacy.html>. Please read carefully and consider whether the third-party's terms and conditions are acceptable to you before you commence usage of any such third-party token swapping and identification protection functionalities as may be made available or referenced to on our Site. Should you have any concerns regarding the potential collection, exposure, transfer and/or use of your Personal Data by any such aforesaid third-party providers, please do not use their apps/widgets/plugins/extensions/protocols until you have clarified with the relevant third-party provider on its privacy policy and terms of use.

5. Transferring Personal Data out of the United States

5.1 Pursuant to the purposes and activities as set out in sections 3 and 4 above, it may be necessary for us to transfer your Personal Data out of the United States. You hereby agree and consent to the

aforesaid transfer, on the understanding that the recipients of such Personal Data are also subject to applicable laws or contractual obligations.

6. Accurate and Complete Personal Data

6.1 In order for us to provide you with access to our Website, our App, our Site Services, our Content, our Updates, and all their respective associated functions, our services and our products, and to perform the activities as set out in sections 3, 4 and 5 above, you warrant that the Personal Data that you provide to us is accurate, and that all Personal Data as may be relevant for that particular purpose/circumstance has been provided. In the event of any changes or updates to your Personal Data, you undertake to promptly inform us in writing of such changes, failing which we shall not be responsible for any consequences thereto (including but not limited to your non-receipt of communications sent by us, non-completion of any transactions performed via our Website, inaccuracy of your listed Activity Post, inability to redeem your loyalty points, and/or your inability to access our Website).

7. Do-Not-Call ("DNC") Provisions and Registries

7.1 We respect your selections in relation to the channels via which you wish to receive our Updates. Therefore, if you have registered your telephone with the Do-Not-Call Registries in relation to telephone calls, text, we will not send you any Updates via the channels that you have opted out of by registering with the Do-Not-Call Registries. However, if you have previously consented to our sending you Updates via your telephone number (calls or text messages), we will continue doing so until you withdraw your consent by contacting our Data Protection Officer at compliance@atlas.xyz.

8. Withdrawal of Consent

8.1 You may at any time withdraw your consent to our use, retention, disclosure or transfer of your Personal Data pursuant to this Privacy Policy by emailing our Data Protection Officer at compliance@atlas.xyz. However, please note that any such withdrawal of consent may result in us being unable to continue providing our services or fulfilling our contractual obligations with you, including but not limited to termination of your access to our Website, App, Site Services, inability to access or redeem any loyalty points, inability to transact or complete an ongoing transaction started via our Website, our App, cancellation of any engaged services (including but not limited to listing of your Activity Post), scheduled Updates' delivery, purchased products or services, enrolled events, and thereby all deliverables that would have been provided thereunder, termination of loyalty program benefits that would otherwise have been available to you, inability to access your status and logs that would be otherwise reflected in your registered account with us, cessation of your access to our Website, our App, our Site Services and all Content as well as other features thereto, inability to provide you with the opportunity to participate in promotions, inability to fulfil any request for information or regular Updates that you may have submitted to our Company, inability to allow your participating in any requested event or listing, fulfil any purchase orders, and potentially inability of third parties to provide you with their services or products as you might have contracted with them through our Website or Site Services, regardless of whether you have made payment for such engagements, enrollments, services or products. Accordingly,

your withdrawal of consent may also lead to the termination of any contract(s) that you may have with our Company, as well as termination of any contracts with any third parties you may have engaged with through our Website, our Company or Site Services, for which our Company expressly reserves its rights and remedies thereto. Our Data Protection Officer will further advise you on the legal consequences that may ensue should you contact him to withdraw your consent.

8.2 Should you wish to unsubscribe to our email updates, please click the "unsubscribe" option made available in our emails to you. Please note however that this may result in our being unable to make available to you updates on our products and services, events, our Company, your benefits under our membership program, and any ongoing promotions.

9. Access and Correction of Personal Data

9.1 Should you wish to access, update or make corrections to your Personal Data held with us, or if you wish to receive further clarifications on your Personal Data held with us, please email our Data Protection Officer at compliance@atlas.xyz.

9.2 There will be no administrative fees or other charges levied for any request to correct or update your Personal Data. However, for all other requests such as accessing your Personal Data held with us, obtaining a record of when you accessed our Site or Site Services, the date of your requests for information, etc., a reasonable administrative fee may be levied depending on your request as time and resources will be spent in accommodating your requests.

9.3 Should you have any queries or complaints pertaining to this Privacy Policy, our Website Terms of Use, any other specific terms of service of the Agreement, your Personal Data as registered with us, or in relation to our Company's use, retention, disclosure or transfer of your Personal Data, or should you desire to learn more about our data protection policies and security measures, please email our Data Protection Officer at [Insert Email Address].

10. Minors

10.1 Our Website, our Site Services, our App, our Content, our Updates, our events, our promotions, our services and products are not meant for persons who may be defined as minors under applicable law. As such, if you are below 21, please terminate all access to our Website, our App and Site Services immediately. We reserve the right (but not the obligation) to demand at any time evidence for our review to verify that you are above 21 years of age. In the event that you are under 21 years of age, or we reasonably suspect that you are under 21 years of age and you are unable to prove otherwise, all your listed Activity Posts, account registrations, enrollments, subscriptions and purchases with us (if any) shall be immediately terminated and no refunds of any kind shall be provided to you.

10.2 To clarify, we do not knowingly collect Personal Data from minors, however, through the internet, we are not able to ascertain on our end whether such individuals are minors. It is thus the responsibility of parents or guardians to ensure that their minors do not access our Website, use our Site Services, download our App, enroll for any of our events, download or access our related applications, email us, or provide us with Personal Data without their parental/guardian's consent.

If a parent or guardian becomes aware that his or her minor has accessed our Website, our App or our Site Services or provided us with Personal Data without his/her consent, he or she should contact our Data Protection Officer at compliance@atlas.xyz promptly.

11. Security Measures for Protection of Personal Data

11.1 We ensure that our Website is protected by reasonable security measures afforded by current technology, and that all our data hosts and servers are similarly protected by such security measures, including but not limited to firewalls.

11.2 Your Personal Data is kept securely and protected against unauthorized access and disclosure. We utilize security means such as (without limitation) password protection, encryption, locked and restricted access. We have strict policies in place restricting access to Personal Data to only our authorized personnel on a need-to-know basis.

11.3 We will take practical steps to ensure that your Personal Data will not be kept longer than as set out herein this Privacy Policy, or for as long as is necessary for fulfilling the purposes for which you have entrusted us with your Personal Data, or as may be required for legitimate business or legal purposes, whichever is the latest.

12. Third-party Sites, and Social Network Sites

12.1 Our Website, our App, our Site Services (including but not limited to widgets and plugins), our Updates, our Content, our loyalty program's redemption items and system, emails and other promotional messages may contain hyperlinks to websites operated by third parties. Some of the aforesaid third-party links may also be "affiliate links". However, such third-party websites are not governed by our Privacy Policy or Website Terms of Use. We are not responsible for the privacy policies or data security of such third-party websites, even if they are affiliate links, co-branded with our Company name or logo, or our Website or Site Services, or promotional messages on our Site display products or services that originate from such third parties, or our Site displays products or services originating from such third parties as redemption rewards available thereunder our loyalty points redemption scheme. As such, we urge you to learn about the privacy policies of these third-party websites before accessing or using them, and to be careful about providing any Personal Data to such third-party websites. We seek your understanding that we are not liable for any acts or omissions or any loss or damage that you may suffer due to your use or access of such third-party websites.

12.2 For clarification, "affiliate links" refer to third-party links on our Site pursuant to which our Company may receive compensation from the referenced third-party, which may be in the form of tokens, digital currency, fiat currency, services or products from such affiliated third. Such compensation to our Company may be provided to our Company even if you do not click on the affiliate links, and/or additional compensation may be provided to our Company if you do click on such affiliate links and/or take any further action in relation to such affiliate links (for example, signing up on the affiliate's website or using the affiliate's application). In the event that you take any action such as clicking on an "affiliate link", and particularly if you take any further steps thereafter such as (without limitation) subscribing for the affiliated third-party's services, please

be aware that your information (including without limitation your Personal Data), may be collected by such affiliated third-party. Please therefore read the privacy policy of such affiliated third parties carefully before you agree to disclose any of your Personal Data to any such affiliated third parties, and you do so at your own risk and discretion. Each affiliate link is identified by an affiliate icon next to it.

12.3 Without limiting the generality of Clauses 12.1 and 12.2 above, as our Website incorporates videos and podcasts regarding cryptocurrency, utility tokens, digital coins/currency, and other related digital currency information, and such videos and podcasts (or links to such videos and podcasts) are made available via YouTube, you hereby agree that in order for you to access the aforesaid videos and podcasts, you must agree to abide by all provisions therein the YouTube Terms of Service as well as the Google Privacy Policy at <http://www.google.com/policies/privacy>, failing which, you are not permitted to access the aforesaid videos and podcasts.

12.4 Our Company may utilize reputable social media/network sites such as, but not limited to Reddit Twitter, Instagram, Pinterest and LinkedIn (collectively the "Social Media Sites") so as to connect to your social networks. In order to generate interest in our Website, our App, our Site Services, our products and services amongst the contacts in your social networks and to allow you to share your interest in our Website, our App, our Site Services, our Updates, our Content, our events, and/or our other products and services, we may provide access to our Website to the third-party Social Media Sites, and there may thus be links on our Website to such Social Media Sites. The aforesaid association with the Social Media Sites does not constitute any endorsement or recommendation of any of the Social Media Sites by our Company nor vice versa. As per clauses 12.1 and 12.2 above, kindly review the terms of use and privacy policies of the Social Media Sites before you use or access such Social Media Sites in conjunction with our Website, our App or Site Services or any of our promotions and our products or services made available via any Social Media Sites.

12.5 The association of our Website, our App, and Site Services with the Social Media Sites makes available certain features which when used by you, may result in information being made available from your accounts with the Social Media Sites to our Company. Such information which we collect about you shall constitute public information that is available in the general domain because such information was made publicly available by the Social Media Sites. Should you prefer that we do not collect your information from the Social Media Sites, please (i) do not use the features or links that associates our Website, our App and/or Site Services with the Social Media Sites; and (ii) adjust the settings in your accounts with the Social Media Sites to prevent the sharing of your information with our Website and App. Please note that our Company cannot control nor is our Company howsoever responsible for the sharing of your information by the Social Media Sites with third parties.

12.6 One of the features which you may see available on our Website, App and Site Services in association with the Social Media Sites, is the "like" feature by Facebook, and other similar functions provided by other Social Media Sites. When you "like" our Website, App or any of our Site Services or our other products or services, information about our Website or Site Services, our products and services will be made known to your network within your Social Media Sites' accounts via a variety of methods employed by the relevant Social Media Site. Your information

may also be made known alongside with our services, products or services that you have liked pursuant to the methods/channels made available by Social Media Sites in relation to such features. If you are not agreeable to the foregoing, please instruct the relevant Social Media Site or adjust your account settings with the Social Media Site. Please note however that we are not obliged to display on our Website or any related web pages (whether on Social Media Sites or otherwise) any of your information, including but not limited to your photo or name, even if you "like" our Website, our Site Services, our other services or products. In the event that any of your information, product or service endorsements (including your liking of our Website, our Site Services, any of our Company's other services or products, or third-party services or products featured on our Website or Site Services) appear on our Website or any related web pages (whether on Social Media Sites or otherwise), we shall have the right in our sole discretion to remove such information or product/service endorsements from our Site or any related web pages.

13. Governing Law and Jurisdiction

13.1 The terms and conditions of this Privacy Policy are governed by the laws of the United States. In the event of any disputes arising from this Privacy Policy and your use of our Website and/or our Services (including but not limited to our courses and other educational activities), you must first contact our Data Protection Officer at compliance@atlas.xyz. regarding your concern and use your best endeavors to amicably settle any dispute in good faith. We on our part will also use our best endeavors to amicably settle your concerns in good faith. However, if no amicable resolution is reached within 30 days, you agree to submit to the exclusive jurisdiction of the Courts of Panama. If you have any questions regarding this Privacy Policy or your Personal Data, please contact our Data Protection Officer at compliance@atlas.xyz.

14. Personal Data

14.1 Our collection, use, processing and retention of Personal Data is as described above. Our legal basis for processing of Personal Data is dependent on the context in which the Personal Data was collected, which will therefore also determine the type of Personal Data collected. Nonetheless, collection and processing of Personal Data is usually only performed where it is necessary for us to provide our services or products to you, and for us to comply with applicable legal requirements (as further described in Sections 3, 4 and 5 above), where necessary for our legitimate business or legal interests that are not superseded by your rights, and/or where you have consented.

14.2 In the event that your Personal Data has been collected based on our (or a relevant third parties) legitimate interests, the said legitimate interest is generally for the operation of our Company and the provision of our services, managing our relationship with you such as updating your Activity Post listing, account status, communicating with you in order to provide you with our services and products (whether developed by our Company or third parties as made available via our Site), updates to our Website, App, Content, Site Services, Activity Post listings, activities, events, offers, and other legitimate business interest such as replying to your requests, sending you Updates, maintaining your Activity Post, communicating with you on your Activity Post, facilitating your participation in our loyalty rewards program, allowing for your redemption of loyalty points, developing our Website, our App, our Site Services, our other products and our services, offering promotions, publicity, or security enhancements, crime prevention and fraud

detection. Should we have other legitimate interests, we will where appropriate notify you of them clearly at the relevant time.

14.3 In the event that you are requested to provide your Personal Data in order to enter into a contract with us, or for compliance with a legal obligation, we will make it clear to you at the appropriate juncture and advise you accordingly as to whether the provision of your Personal Data is indispensable, together with the possible consequences that may ensue should you still choose not to provide your Personal Data under the circumstances. To illustrate, in the event that you request for us to send you regular updates on the latest news regarding cryptocurrency trading volume, in order for you to receive such updates and fully benefit from and utilize our services, your Personal Data would have to be provided to us and processed as per the above provisions of this Privacy Policy.

14.4 Your Personal Data will be retained and processed securely for as long as there is still ongoing legitimate commercial need for such retention and processing. Examples of legitimate commercial needs would be to allow you to continue accessing our Website, to maintain your Activity Post listing on our Website, to maintain your account, subscription or membership, facilitating your redemption of loyalty points, providing Updates and other services to you, investigating and defending any potential legal action or claim against us, and as may be required or permitted by applicable laws (including laws pertaining to taxation and keeping of accounting records). As soon as there is no more legitimate business or legal needs for us to retain and process your Personal Data, your Personal Data will be deleted or anonymized (where possible), and in the event that it is not possible (such as storage of Personal Data in backup archives), we will ensure the security of your Personal Data that is being stored, segregate it so that no further processing will be carried out using your Personal Data, and will delete your Personal Data once possible.

14.5 As we are a business based in the United States, your Personal Data will be transferred to other countries, including countries which may not mandate the same obligations of data protection as Panama, Nonetheless, please be assured that we adopt appropriate measures to ensure that recipients (as described in Section 4 above) of your Personal Data are bound to obligations of protection, security and confidentiality similar to the obligations hereunder this Privacy Policy, including but not limited to the use of contractual clauses in our contracts/terms and conditions with such recipients.

14.6 Should you have any queries, concerns or requests pertaining to the legal basis pursuant to which we collect, use and process your Personal Data, your Personal Data held with us, this Privacy Policy or any other matters related to your privacy associated with our Company and our services, please contact our Data Protection Officer at compliance@atlas.xyz.