

Personal Data Protection Policy

This is the Personal Data Protection Policy ("**Policy**") of the WaBi Token Initial Coin Offering ("**WaBi ICO**") which will be issued by WaBi Project Ltd and distributed by WaBi Project Pte. Ltd. (together, "**we**" or "**us**"). This Policy governs the personal data collected from the applicants for pre-registration and registered purchasers of WaBi Tokens during the WaBi ICO and the collection, use and disclosure by us of such personal data in accordance with any applicable laws or regulations including the Singapore Personal Data Protection Act 2012 ("**PDPA**"). This Policy applies to personal data in our possession or under our control, including personal data in the possession of organisations which we have engaged to collect, use, disclose or process personal data for our purposes. By applying for pre-registration for the WaBi ICO White List ("**Pre-Registering**" or "**Pre-Registration**"), you agree to be bound by this Policy.

This Policy is incorporated into and is subject to the Terms and Conditions of the WaBi ICO ("**T&Cs**"). By Pre-Registering, you expressly consent to the practices as described herein. Your Pre-Registration and participation in the WaBi ICO, purchase of WaBi Tokens and the continued use of WaBi Tokens and all information you provide in the course of the above, shall at all times, be subject to this Policy and to the T&Cs.

This Policy may be updated from time to time and any updates will be reflected on www.wacoin.io. We reserve the right to make any modifications to this Policy at our sole discretion. Once posted on www.wacoin.io, the changes will be deemed to be effective immediately at that time. You are advised to check back on the Policy and the T&Cs regularly to ensure that you are aware of the most current terms and conditions that apply to you. Your Pre-Registration and participation in the WaBi ICO, purchase of WaBi Tokens and the continued use of WaBi Tokens constitutes your acknowledgement and acceptance of any such changes.

Our site, products and services are all directed to people who are at least 13 years old or older. If you are in the United States and are under the age of 13, per the requirements of COPPA (Children's Online Privacy Protection Act), do not use this site.

1. Personal Data

- (a) In this Policy, "**personal data**" means data, whether true or not, about a registered purchaser who can be identified: (a) from that data; or (b) from that data and other information to which we have or are likely to have access.
- (b) Depending on the nature of your interaction with us, some examples of personal data which we may collect from you include your name and identification information such as your NRIC, US Social Security number, or personal identification number, passport number, contact information such as your address, email address or telephone number, nationality, gender, date of birth, marital status, photographs and other audio-visual information, employment information and financial information such as credit card numbers, debit card numbers or bank account information.
- (c) Other terms used in this Policy shall have the meanings given to them in the PDPA (where the context so permits).

2. Information you provide to us or we collect from you for Pre-Registration

- (a) By Pre-Registering, you are deemed to have consented to the collection, use or disclosure of personal data about yourself. We may collect, use, and/or disclose personal data from you for the purposes of providing our services to you in relation to the WaBi ICO.
- (b) We may disclose your personal data to our affiliated entities, third party service providers and agents, professional advisors and consultants with whom we are dealing on your behalf, any necessary governmental authorities and other third parties where necessitated by law, regulations or a court order.
- (c) Where you provide us with any personal data of third parties, you confirm that you have obtained all necessary consents to do so, and that we may collect, use, and disclose such personal data for the purposes set out above, in accordance with the PDPA (and all amendments and regulations as to the same).
- (d) We may ask you for further specific information if you report a problem encountered during Pre-Registration and/or during the period the WaBi ICO is being conducted.
- (e) We may ask you for further personal data if we are required under our Know-Your-Client (“KYC”) processes or if under a legal obligation to do so.
- (f) If you make any payment transactions as a result of your purchase of any WaBi Tokens during the WaBi ICO, you may be asked for specific transaction details as required by us in relation to the same.
- (g) Site activity information such as all your actions on our Pre-Registration website may be collected. We may also collect information about your browser type, settings, location, IP address and other information while you are accessing our Pre-Registration website.
- (h) We may use cookies to collect certain information when you access our Pre-Registration website. By accessing our website, you agree that we can place cookies on your device. Please refer to our detailed cookies policy below. You may disable or remove cookies from our site in your browser settings, however, please note that in doing so, you may not be able to utilize all of the features on our site.
- (i) Our website may offer social sharing features, links to social media and other integrated tools. Your use of such features enables the sharing of information with your contacts or the public, depending on the settings you use with the entity that provides the social sharing feature or social media. Please visit the privacy policies of the entities that provide these features to obtain more information about the purpose and scope of data collection and the processing of such data by such entities.

3. What your personal data is used for

- (a) We may use your personal data for any or all of the following purposes:
 - (i) Pre-Registering your participation in the WaBi ICO;

- (ii) conducting the WaBi ICO;
- (iii) such other uses as set out in our T&Cs;
- (iv) developing and providing facilities, products or services (whether made available by us or through us), including but not limited to:
 - a. transactions and clearing or reporting on these transactions;
 - b. carrying out research, planning and statistical analysis; or
 - c. analytics for the purposes of developing or improving our products, services, security, service quality, and advertising strategies;
- (v) assessing and processing applications, instructions or requests from you;
- (vi) managing your relationship with us;
- (vii) communicating with you, including providing you with information, promotions and updates including marketing and advertising materials on the ICO and any related or ancillary products/services (whether made available by us or through us) including any additions, expansions, suspensions and replacements of or to such products/services and their terms and conditions;
- (viii) managing our infrastructure and business operations and complying with internal policies and procedures;
- (ix) responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
- (x) addressing or investigating any complaints, claims or disputes;
- (xi) verifying your identity;
- (xii) conducting screenings or due diligence checks as may be required under applicable law, regulation or directive;
- (xiii) 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;
- (xiv) monitoring products and services provided by or made available through us;
- (xv) enforcing obligations owed to us;
- (xvi) seeking professional advice, including legal advice;
- (xvii) any other purposes for which you have provided the personal data;
- (xviii) transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes; and

- (xix) any other incidental business purposes related to or in connection with the above.
- (b) We will seek your consent before collecting any additional personal data and before using your personal data for a purpose which has not been notified to you (except where permitted or authorised by law).
- (c) If such personal data is intended to be provided to a third party, we may verify the accuracy of such personal data and obtain your consent for the collection, use and/or disclosure of such personal data.
- (d) We may disclose your personal data: (a) where such disclosure is required for performing obligations in the course of or in connection with our provision of the goods or services requested by you; or (b) to third party service providers, agents and other organisations we have engaged to perform any of the functions listed in **Section 3** above for us.
- (e) The purposes listed in the above **Section 3** may continue to apply even in situations where your relationship with us has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).

4. Opting out

- (a) As highlighted above, we may use the personal data collected to send you communication for marketing and promotional efforts. Whenever we send you any communication, we will include instructions on how to unsubscribe and include a link to do so. If you no longer wish to receive communication of a similar nature or do not wish for us to contact you further, you may opt out by following the instructions included in the communication we send you.
- (b) The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is withdrawn by you in writing. You may withdraw your consent to the use of your personal data for the purposes for which it was collected, in part or in whole at any time. However, please note that depending on the nature and scope of your withdrawal request, withdrawal of consent prior to, during or after Pre-Registration and prior to the commencement of the ICO or any purchase of WaBi Tokens during the ICO may result in you being ineligible to participate in the WaBi ICO.
- (c) All applications for such withdrawal of consent must be made in writing to our Data Protection Officer(s) at the contact details provided below. We may require you to fill in certain forms in order to verify your identity and to process your application to withdraw consent. We will notify you of any consequence of such withdrawal, for instance, prohibition against participating further in the ICO. We shall not be responsible for any legal obligations, liabilities and/or repercussions arising out of the withdrawal of your consent.
- (d) Please note that a withdrawal of consent only prohibits the future or continued use and disclosure of the personal data concerned and does not obligate us to destroy such information. Retention and destruction of the personal data will continue to be subject to the Policy stated herein.

- (e) Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

5. Disclosure of your information

- (a) As a general rule, we will not sell or disclose any personal data we collect on you to third parties other than for purposes for which the information was collected or if we are under a legal obligation to do so, or in order to enforce or apply our T&Cs or to protect the rights, property or safety of us or others or in situations when sharing is permitted by you.
- (b) We may share transaction information with authorised third parties so as to enable completion of the purchase of WaBi Tokens during the ICO.
- (c) We may share information with advertisers or marketers to help promote our Walimai and/or WaBi Token related services or to offer joint services or to provide you with additional services. In these situations, we will not disclose any personal data that will personally identify you without your consent.
- (d) If any person resident in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Law (Revised) of the Cayman Islands if the disclosure relates to criminal conduct or money laundering, or (ii) a police constable not below the rank of inspector, or the Financial Reporting Authority, pursuant to the Terrorism Law (Revised) of the Cayman Islands, if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

6. Access to and correction of personal data

- (a) If you wish to make (i) an access request for access to a copy of the personal data which we hold about you or information about the ways in which we use or disclose your personal data, or (ii) a correction request to correct or update any of your personal data which we hold about you, you may submit your request in writing to our Data Protection Officer(s) at the contact details provided below.
- (b) Please note that a reasonable fee may be charged for an access request. If so, we will provide you with a written estimate of the fee before processing your request.
- (c) We will respond to your request as soon as reasonably possible. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the PDPA).

- (d) We may also require you to verify your identity before processing your written requests.

7. **How your personal data is protected**

- (a) In order to protect the personal data provided to us by you from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we will use commercially reasonable efforts, technologies and safeguards, and disclosure of personal data both internally and to our authorised third party service providers and agents shall be on a need-to-know basis.
- (b) All personal data gathered by us are stored in systems that may only be accessed by our authorised personnel and/or our authorised third party service providers and agents.
- (c) You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your personal data and are constantly reviewing and enhancing our information security measures.

8. **Retention**

- (a) We may retain your personal data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws.
- (b) We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or business purposes, however we may in certain circumstances retain information for record or development purposes and in such situations the personal data will be anonymised.

9. **Transfer of personal data outside Singapore**

- (a) You agree that we may transfer your personal data to third parties which may be resident in countries outside of Singapore for the purposes as set out in Section 3 of this Policy where reasonably necessary for the conduct of the WaBi ICO or provision of our goods or services. Where your personal data is transferred outside Singapore, we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA, in particular, through the imposing of legally enforceable obligations or binding corporate rules on any such overseas third party recipient to provide as to the same.

10. **Data Protection Officer**

- (a) You may submit written requests to our Data Protection Officer(s) to obtain your personal data that has been collected or to submit any feedback or report any violations of this Policy. The contact details of our Data Protection Officer(s) are as follows:

data_protection_officer@wacoin.io

- (b) Further questions and inquiries may be directed to the Personal Data Protection Commission at:

Personal Data Protection Commission

Telephone	+65 6377 3131
Email	info@pdpc.gov.sg
Operating Hours	8.30am - 6.00pm (Mondays - Thursdays) 8.30am - 5.30pm (Fridays) Closed on Weekends and Public Holidays

11. Governing Law

You agree that the terms of this Policy shall be governed by Singapore laws and any relevant regulations and you agree to submit to the exclusive jurisdiction of the Singapore courts.