

## Terms of Service

Thank you for choosing D1Coin.io (the “**Site**”). The following terms and conditions of service (these “**Terms of Service**”) apply to customers of the Site. You should read these Terms of Service carefully to determine which provisions apply to you, and to determine the party with which you are contracting. By using any of the services, functions, or features offered from time to time on the Site (collectively or individually, the “**Services**”), the customer (referred to herein as “**you**” or “**your**”) agrees to these Terms of Service.

These Terms of Service constitute the agreement and understanding with respect to the use of any or all of the Services, and any manner of accessing them, between: you and D1 Mint Limited (“**D1 Mint**”).

For the avoidance of doubt, these Terms of Service have two parties: you and D1 Mint. Any and all terms, conditions, licenses, limitations, and obligations contained within and on the Site are incorporated into these Terms of Service by reference, including, without limiting the generality of the foregoing, the following Site policies and pages: the Privacy Policy; the Anti-Spam Policy; the Law Enforcement Requests Policy; and the Fees Schedule.

In particular, please note that as set out and updated in the Fees Schedule from time to time:

- all transactions of D1Coins may be subject to fees including [levied by D1 Mint] as described at the relevant part of the Site and
- a redemption fee of up to 2.5% of the D1Coin redeemed may apply where indicated. In addition to the redemption fee, customers shall also be responsible for all costs and expenses relating to the redemption of D1Coin including e.g. Ethereum transaction fees and all logistics and insurance fees.

In the event of any inconsistency between these Terms of Service and any other pages or policies on the Site, these Terms of Service shall prevail.

By creating an account on the Site or by using any of the Services, you acknowledge that you have read, understand, and completely agree to these Terms of Service in effect from time to time. If you disagree with these Terms of Service or with any subsequent amendments, changes, or updates, you may not use any of the Services; your only recourse in the case of disagreement is to stop using all of the Services.

These Terms of Service may be amended, changed, or updated by D1 Mint at any time and without prior notice to you. You should check back often to confirm that your copy and understanding of these Terms of Service is current and correct. Your non-termination or continued use of any Services after the effective date of any amendments, changes, or updates constitutes your acceptance of these Terms of Service, as modified by such amendments, changes, or updates.

The use of the Site and any Services is void where prohibited by applicable law.

### 1. Interpretation and Definitions

In these Terms of Service and all documents incorporated herein by reference, the following words have the following meanings unless otherwise indicated:

“**Affiliate**” means a direct or indirect subsidiary of you, a holding company of you, and any other subsidiary of that holding company;

“**AML**” means anti-money laundering;

**“Applicable AML/CTF Laws”** means all Laws applicable to you, your Affiliate(s), or any of the Associates prohibiting money laundering or any acts, attempted acts, or material omissions or misrepresentations to conceal or disguise the identity of proceeds of any crime or terrorism or any party participating in or involved with an illegal or penalized transaction, to evade reporting requirements, or to eliminate transaction monitoring trails, which may also require programs, policies, processes, and controls to detect, prevent, report, and maintain records of money laundering, terrorist financing, or other suspicious activity;

**“Applicable Anti-Bribery/Anti-Corruption (ABAC) Laws”** means all Laws prohibiting bribery, kick-backs, undue influence, or similar corrupt business practices applicable to the party, your Affiliate(s), or any of the Associates;

**“Applicable Sanctions Laws”** means all economic or financial sanctions, trade embargoes, blocking orders, asset freezes, export controls, restrictive trade measures, or antiboycott regimes that are enacted, adopted, issued, entered, promulgated, or applied by any Government to you, your Affiliates, or any of the Associates;

**“Associates”** means D1 Mint, and each and every one of their respective shareholders, holding company or companies, direct or indirect subsidiaries, employees, contractors, agents, directors, officers, partners, affiliates, insurers, and attorneys;

**“CTF”** means counter-terrorist financing;

**“D1Coin”** means the Digital Token issued and redeemed by D1 Mint;

**“D1 Marks”** has the meaning set out in paragraph 12 of these Terms of Service;

**“Digital Tokens”** means blockchain-based assets or rights, or other similar digital representations of rights or assets, including bitcoins, Litecoins, ethers, and others;

**“FATF”** means the Financial Action Task Force;

**“Government”** means any intergovernmental, national, federal, state, municipal, local, or foreign branch of government, including any court, tribunal, arbitral body, department, agency, subdivision, bureau, commission, or other governmental, government appointed, or quasi-governmental authority exercising executive, legislative, judicial, regulatory, or administrative powers, authority, or functions of or pertaining to a government agency, instrumentality, or component, including any parasternal company or state-owned (majority or greater) or controlled business enterprise;

**“Government Approval”** means any license, authorization, consent, permit, concession, ruling, permit, filing, registration, certification, exemption, or exception enacted, adopted, issued, entered, promulgated, or applied by or with any Government under applicable Laws;

**“Government Official”** means any person qualifying as a public official or a “foreign official” under the Applicable ABAC Laws, including but not limited to an officer or employee of any Government; a director, officer, or employee of any Person in which a Government possesses a majority or controlling interest; a candidate for public office; a political party or political party official; an officer or employee of a public international organization; and any individual who is acting in an official capacity for any Government, candidate for public office, political party, or public international organization, even if such individual is acting in that capacity temporarily and without compensation;

**“Losses”** has the meaning set out in paragraph 15 of these Terms of Service;

**“Laws”** means any federal, state, provincial, county, parish, local, or foreign statute, law, constitution, treaty, convention, executive order, judgment, injunction, decree, writ, stipulation, directive, ordinance, regulation, rule, code, rule of common law, or other similar requirement or obligation enacted, adopted, issued, entered, promulgated or applied by a Government to you, your Affiliate(s), or any of the Associates, as they may be amended, extended, consolidated, re-enacted, or replaced, from time to time;

**“Person”** includes an individual, association, partnership, corporation, other body corporate, trust, and any other form of legal organization or entity, either individually or collectively;

**“Personal Information”** means information about an identifiable individual, business, organization, or other entity, but does not include the name, title, business address, or telephone number of an employee of a business, organization, or other entity.

**AB: No personal data from Singapore will be collected**

**“Prohibited Jurisdictions”** means any country, jurisdiction, or territory that is now or may become subject to Applicable Sanctions Laws; the Government or Government Officials of any such country, jurisdiction, or territory; any Person that is owned or controlled, directly or indirectly, by the foregoing, and any Person that is acting or purporting to act, directly or indirectly, for the benefit of, on behalf of, or at the direction of the foregoing;

**“Prohibited Use”** has the meaning set out in paragraph 10 of these Terms of Service;

**“Sanctions List”** means any list, annex, or supplement designating any Government, Person, vessel, or aircraft as the target of economic or financial sanctions, trade embargoes, blocking orders, asset freezes, export controls, or restrictive trade measures under Applicable Sanctions Laws, as amended, modified, or substituted from time to time, by any Government with jurisdiction over you, your Affiliate(s), or any of the Associates;

**“Sanctioned Person”** means any Person, Government, or Government Official that is specifically listed in any Sanctions List; or Person owned or controlled in the aggregate by one or more Persons designated in any Sanctions List or by a Prohibited Jurisdiction, and that is not subject to a Government Approval;

**“Service”** means any of the services, functions, or features offered on the Site;

**“Site”** means the Internet website [www.d1coin.io](http://www.d1coin.io);

**“Terms of Service”** means these terms and conditions of service, as they may be changed, amended, or updated from time to time, including the following Site policies and pages: the Privacy Policy; the Anti-Spam Policy; the Law Enforcement Requests Policy; and, the Fees Schedule; and

**“U.S. Person”** means:

- a. in the case of an individual, a Person resident in or acting within the United States; and
- b. in any other case:
  - a Person located or operating in the United States; or
  - a Person owned 10% or more with equity share voting power by one or more Persons resident in the United States or by one or more corporations or entities incorporated in or formed in the United States; **“you”** or **“your”** means the customer.

2. **Headings:** The headings and sub-headings in these Terms of Service are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision or provisions to which they refer.
3. **Extended Meanings:** Unless otherwise specified in these Terms of Service, words importing the singular include the plural and vice versa and words importing gender include all genders.
4. **Governing Law:** These Terms of Service shall be governed by and construed and enforced in accordance with the laws of the Cayman Islands, and shall be interpreted in all respects as a Cayman Island contract. Any claim or action arising from or related to these Terms of Service shall be governed by and construed and enforced in accordance with the laws of the Cayman Islands. For the avoidance of doubt, and without limiting the generality of the foregoing, this provision expressly applies to any tort claim against D1 Mint. The venue and forum for any claim or action against or involving D1 Mint shall be in the Cayman Islands. You unconditionally submit to the exclusive jurisdiction of the courts of the Cayman Islands and all courts competent to hear appeals therefrom. You also unconditionally agree to the exclusive forum and venue of the Cayman Islands in all claims or actions arising from or any dispute or question of any kind relating to these Terms of Service. The doctrine of forum non conveniens shall not apply in the selection of forum under these Terms of Service.
5. **License to Use the Site:** If you comply with these Terms of Service, D1 Mint grants you the limited right to use the Site and the Services. The right to use the Site and the Services is a personal, restricted, non-exclusive, non-transferable, revocable, limited license, and it is subject to the limitations and obligations in these Terms of Service. Nothing in these Terms of Service gives you any license (other than as set out in this paragraph), right, title, or ownership of, in, or to the Site or any of the Services.
6. **About D1Coins:** General Restrictions: D1 Mint issues and redeems D1Coins. D1Coins may be used, kept, or exchanged online wherever parties are willing to accept D1Coins. D1Coins are fully redeemable in exchange for gem-quality polished diamonds certified by GIA ("**Diamond(s)**") at a price in D1Coins published on the Site.

For example, if you purchase 100 D1Coins, you can exchange them for a diamond priced 100 D1Coins (or less) by choosing a specific diamond on the Site and transferring the appropriate amount of D1Coins to D1 Mint (subject to customer verification as stated below and redemption fees as stated in the Fees Schedule).

Each diamond will be priced at the sole and absolute discretion of D1 Mint using the D1Matrix, which is a proprietary pricing algorithm, comprising of a neuron network which will analyze Diamond prices from multiple market participants. The relationship between the 4Cs (carat, color, clarity, cut) and another 7 characteristics of a diamond and its price are analyzed, determining statistically the appropriate price in D1Coins for each diamond.

D1 Mint will not issue D1Coins without the equivalent purchase of diamonds or instruments redeemable for diamonds, and will not redeem D1Coins for anything but diamonds. In order to cause D1Coins to be issued or redeemed by D1 Mint, you must be a verified customer of the Site. No exceptions will be made.

D1 Mint must and does at all times reserve the right to refuse to issue or redeem D1Coins, without limiting the generality of the foregoing, if any act, conduct, transaction, omission, or misrepresentation:

- violates;

- attempts or conspires to violate;
- causes, aids, or abets the violation of;
- involves a Prohibited Jurisdiction or Sanctioned Person under;
- is suspected or believed to be blocked property, frozen assets, or economic resources, or the proceeds of any crime, terrorist financing, or corruption related to any Person or Government Official under; or,
- exposes D1 Mint and its Associates to sanctions, restrictions, or penalties pursuant to, any applicable Laws, including but not limited to Applicable AML/CTF Laws, Applicable ABAC Laws, or Applicable Sanctions Laws. D1 Mint also reserves the right to issue or redeem D1Coins upon receipt of any subpoena, request for information, or order under applicable Laws or from any Government or Government Official, including but not limited to any domestic or international law enforcement authority.

**Absent a reasonable legal justification not to redeem D1Coins, and provided that you are a fully verified customer of Site, your D1Coins are freely redeemable.**

**Persons ordinarily resident in, and nationals of, Prohibited Jurisdictions or Sanctioned Persons under Applicable Sanctions Laws; Persons and Government Officials believed or suspected to be transacting in the proceeds of corruption, bribery, or other crimes under Applicable ABAC Laws; and Persons believed or suspected to be engaged in money laundering or terrorist financing under Applicable AML/CTF Laws are not permitted to be customers of D1 Mint; are not permitted to cause D1Coins to be issued or redeemed; and, are not permitted to hold or transact in D1Coins. This is the case even regardless of whether such Persons are fully verified customer of the Site.**

**D1Coins are not to be issued to U.S. Persons or Persons resident or domiciled in the Republic of Singapore or People's Republic of China.**

- 7. Risks and Limitation of Liability (Important):** Digital Token markets are volatile and shift quickly in terms of liquidity, market depth, and trading dynamics. Information relating to the D1Coins as presented by the site are provided on an on an as-is, where-is basis, without any warranties including as to accuracy or completeness. You are solely responsible and liable for your account and for knowing the true status of your D1Coins held, even if any relevant information is presented incorrectly by the Site at any time. You acknowledge and agree that you are fully responsible for safeguarding access to, and any information provided through, the Site and any of the Services, including, but not limited to, private keys, usernames, passwords, and bank account details.
- 8. Withdrawals:** In the course of processing and sending any withdrawals in diamonds, D1 Mint may be required to share your customer information with other third parties for this purpose. You hereby irrevocably grant full permission and authority for D1 Mint to share this information with such contractual third parties and release D1 Mint from any liability, error, mistake, or negligence related hereto.
- 9. No Class Proceedings:** You and D1 Mint agree that any party hereto may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any one D1 Mint user cannot and may not affect any other D1 Mint or Site users.

## **10. Prohibited Uses**

You may not use the Site or any Services in order to:

- disguise the proceeds of, or to further, any breach of applicable laws or regulations, or to deal in any contraband Digital Tokens, funds, or proceeds;
- purchase D1Coins on the Site, or use any Services, with anything other than funds or Digital Tokens that have been legally obtained by you and that belong to you;
- interfere with or subvert the rights or obligations of D1 Mint or the rights or obligations of any other Site customer or any other third party;
- rely on inaccurate information presented by the Site or by D1 Mint, or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach;
- engage in conduct that is detrimental to D1 Mint or to any other Site customer or any other third party;
- falsify any account registration details provided to D1 Mint;
- falsify or materially omit any information or provide misleading information requested by D1 Mint, including at registration;
- reverse-engineer, decompile, or disassemble any software running on the Site; attempt to harm D1 Mint or any third party through your access to the Site or any Services, except that nothing in this subparagraph shall be construed as limiting your free speech rights under applicable law; or
- violate these Terms of Service.

Any use as described in this paragraph shall constitute a “**Prohibited Use.**” If D1 Mint determines that you have engaged in any Prohibited Use, D1 Mint may address such Prohibited Use through an appropriate sanction, in its sole and absolute discretion. Such sanction may include, but is not limited to, making a report to law enforcement or other authorities; confiscation of any funds or D1Coins; and, terminating your access to any Services. D1 Mint may, at its sole and absolute discretion, seize and hand over your property to law enforcement or other authorities where circumstances warrant, in D1 Mint’s sole and absolute discretion. **In such circumstance, D1 Mint has no obligation to disclose to you that any reports or information has been disclosed to or shared with any Government or law enforcement authority, or the contents of any such report or information. Ok**

**11. Anti-Money Laundering and Counter-Terrorist Financing:** D1 Mint is committed to providing you with safe, compliant, and reputable Services. Accordingly, D1 Mint insists on a customer due diligence process and implementation and ongoing analysis and reporting. This includes monitoring of and for suspicious transactions and mandatory or voluntary reporting to international regulators. D1 Mint needs to keep certain information and documentation on file pursuant to applicable law and its contractual relationships, and D1 Mint hereby expressly reserves the right to keep such information and documentation. This will apply even when you terminate your relationship with D1 Mint or abandon your application to have an account with D1 Mint. D1 Mint reserves the right to refuse registration to, or to bar transactions from or to, or terminate any relationship with, any customer for any reason (or for no reason) at any time. Without limiting the generality of the foregoing, this includes, but is not limited to, any Person ordinarily resident in any Prohibited Jurisdiction; any Sanctioned Person; any Government Official or Politically Exposed Person within the meaning of the FATF’s 40 Recommendations; or, anyone that fails to meet any customer due diligence standards, requests, or requirements of D1 Mint or obligations of Applicable AML/CTF Laws, Applicable Sanctions Laws, or Applicable ABAC Laws. In lieu of refusing registration, D1 Mint may perform enhanced customer due diligence procedures. At all times, you may be subject to enhanced customer due diligence procedures in your use of the Site and any Service.

**12. Intellectual Property:** D1Coin and the D1Coin logos, trade names, word marks, and design marks (the “**D1 Marks**”) are trademarks of D1 Mint. You agree not to appropriate, copy, display, or use the D1 Marks or other content without express, prior, written permission to do so. Unless otherwise indicated, all materials on D1 Mint are © D1 Mint.

**13. Your Representations & Warranties**

You represent and warrant to D1 Mint as follows:

- that, if you are an individual customer, you are 18 years of age or older and that you have the capacity to contract under applicable law;
- that, if you are not an individual customer, you have the requisite power and authority to sign and enter into binding agreements for and on behalf of the customer;
- that you understand the risks associated with using the Site, that you are not barred from using the Site by paragraph 10 of these Terms of Service, and that you are not otherwise prohibited by applicable law from using the Site;
- that you will not use the Site or any Services in order to disguise the proceeds of, or to further, any breach of applicable laws or regulations, or to deal in any contraband Digital Tokens, funds, or proceeds;
- that you will not use the Site or use any Services with anything other than funds or D1Coins that have been legally obtained by you and that belong to you;
- that you will not falsify any account registration details provided to D1 Mint;
- that you will not falsify or materially omit any information or provide misleading information requested by D1 Mint in the course of, directly or indirectly relating to, or arising from your activities on the Site or use of any Services, including at registration;
- that any trading or other instructions received or undertaken through your login credentials or from your authorized e-mail address on file with D1 Mint are deemed to be valid, binding, and conclusive, and that D1 Mint may act upon those instructions without any liability or responsibility attaching to it; and
- that you will fairly and promptly report all income associated with your activity on the Site pursuant to applicable law and pay any and all taxes eligible thereon.

**14. No Representations & Warranties by D1 Mint:** D1 Mint makes no representations, warranties, or guarantees to you of any kind. The Site and the Services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose.

**15. Limitation of Liability & Release: Important:** Except as may be provided for in these Terms of Service, D1Co assumes no liability or responsibility for and shall have no liability or responsibility for any claim, application, loss, injury, delay, accident, cost, business interruption costs, or any other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses (collectively, referred to herein as "**Losses**") directly or indirectly arising out of or related to:

- these Terms of Service;
- the Site, and your use of it;
- the Services, and your use of any of them;
- any inaccurate, misleading, or incomplete statement by D1 Mint or on the Site regarding your account, whether caused by D1 Mint's negligence or otherwise;
- any failure, delay, malfunction, interruption, or decision (including any decision by D1 Mint to vary or interfere with your rights) by D1 Mint in operating the Site or providing any Service;
- any stolen, lost, or unauthorized use of your account information any breach of security or data breach related to your account information, or any criminal or other third-party act affecting D1 Mint or any Associate; or
- any offer, representation, suggestion, statement, or claim made about D1 Mint, the Site, or any Service by any Associate.

You hereby agree to release the Associates from liability for any and all Losses, and you shall indemnify and save and hold the Associates harmless from and against all Losses. The foregoing

limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, unjust enrichment, strict liability, or any other basis, even if the Associates have been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of any other remedies.

- 16. No Waiver:** Any failure by D1 Mint to exercise any of its respective rights, powers, or remedies under these Terms of Service, or any delay by D1 Mint in doing so, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by D1 Mint does not prevent either from exercising any other rights, powers, or remedies.
- 17. Force Majeure:** D1 Mint is not responsible for damages caused by delay or failure to perform undertakings under these Terms of Service when the delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; delays or defaults caused by common carriers; acts or omissions of third parties; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of Force Majeure, D1 Mint is excused from any and all performance obligations for the period of the Force Majeure, and may at its option terminate these Terms of Service where the period of Force Majeure continues for more than 10 days.
- 18. Assignment, Third Party Rights:** These Terms of Service, and any of the rights, duties, and obligations contained herein, are not assignable by you without prior written consent of D1 Mint. These Terms of Service, and any of the rights, duties, and obligations contained herein, are freely assignable by D1 Mint without notice or your consent. Any attempt by you to assign these Terms of Service without written consent is void. A person who is not a party to these Terms of Service has no right under any legislation, in any part of the world, to enforce any term of these Terms of Service.
- 19. Severability:** If any provision of these Terms of Service, as amended from time to time, is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability attaches only to such provision and everything else in these Terms of Service continues in full force and effect.
- 20. Privacy Policy:** The objective of this Privacy Policy is to set out in an accountable and transparent way the manner in which D1 Mint collects and uses your Personal Information.
- 21. Collecting Personal Information:** If you wish to transact on and use the Site, D1 Mint will collect information about you, including Personal Information. The Personal Information most often collected and maintained in a customer file includes, but is not limited to, name, address for service, government identification, and banking information. Personal Information is collected in order to:
  - establish and maintain a responsible commercial relationship with you;
  - understand your needs and your eligibility for products and services;
  - inform you about Site and service features;
  - provide information to you about developments and new products, including changes and enhancements to the Site;
  - develop, enhance, and market products and services, and provide products and services to you;
  - process billing and collection of any fees;
  - conduct surveys and get feedback from you;
  - deliver products and services to you;
  - provide you with news and other matters of general interest to you as a D1 Mint customer; and
  - meet D1 Mint's legal and regulatory requirements.



The Site may use a browser feature called a “**cookie**” to collect information anonymously and track user patterns. A cookie is a small text file containing a unique identification number that identifies a customer’s browser, but not the customer personally, each time that customer visits a websites using cookies. Cookies tell D1 Mint which pages of the Site are visited and how many people visited each one. This helps enhance visitors’ online experience. Cookies also serve to identify your computer so that your preferences can be saved for future visits, and D1 Mint may work with third parties that use these cookies to help us.

The use of cookies is an industry standard and many major browsers are initially set up to accept them. You can reset your browser to either refuse to accept all cookies or to notify you when you have received a cookie. However, if you refuse to accept cookies, you may not be able to use some of the features available on the Site.

- **Consent:** Consent is required for the collection of Personal Information and the subsequent use or disclosure of Personal Information. The form of consent may vary, depending upon the circumstances and the type of Personal Information obtained. In the case of D1 Mint, your agreement with the Terms of Service constitutes your consent to the collection and use of Personal Information as described in this Privacy Policy. Sometimes, D1 Mint may reach out to you for consent to obtain and then use further information, and D1 Mint reserves the right to do so. In exceptional circumstances, as permitted by applicable law, D1 Mint may collect, use and disclose Personal Information without your knowledge or consent.
- **Using Personal Information:** D1 Mint is committed to protecting your privacy. Internally, only employees with a business need to know Personal Information, or whose duties reasonably require access to it, are granted access to customers’ Personal Information. The Site’s systems and data are constantly reviewed to ensure that you are getting the best possible service and that leading security features are in place. We must reserve the right to retain and share certain Personal Information in order to meet our regulatory requirements and further to our contractual agreements with partners and third parties. D1 Mint uses IP addresses to analyze trends, administer the Site, track user movements, and gather broad demographic information for aggregate use. For systems administration and detecting usage patterns and troubleshooting purposes, D1 Mint’s web servers also automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within D1 Mint on a need-to-know basis. D1 Mint reserves the right to block access for any user accessing the Site via a proxy service intending to conceal originating identity. This includes access via the Tor anonymity network. Personal Information and other data may be exported outside of the jurisdiction in which you reside. Your Personal Information may be processed and stored in a foreign country or countries. Under those circumstances, the governments, courts, law enforcement, or regulatory agencies of that country or those countries may be able to obtain access to your Personal Information through foreign laws. You need to be aware that the privacy standards of those countries may be lower than those of the jurisdiction in which you reside.
- **Accessing Your Personal Information:** You may access and verify your Personal Information held by D1 Mint by submitting a written request to: JTC (Cayman) Limited, 2nd Floor, Suite 3204, 49 Market Street, Gardenia Court, Camana Bay, PO Box 80, Grand Cayman, Cayman Islands KY1-9006, Cayman Islands.
- **Protecting Your Personal Information:** This Privacy Policy and the use of your Personal Information only applies to the information you provide. You are cautioned that if you disclose Personal Information or personally sensitive data through use of the Internet, such as through chat rooms, communities, bulletin boards, or other public online forums, this information may be collected and used by other persons or companies over which D1 Mint has no control. It is your responsibility to review the privacy statements, policies, terms, and conditions of any person or company to whom you choose to link or with whom you choose to contract. D1 Mint is not responsible for the privacy statements, policies, terms, conditions, or other content of any website not owned or managed by D1 Mint. D1 Mint does its best to protect and safeguard

Personal Information, but there are protective measures you should take, as well. Do not share your Personal Information with others unless you clearly understand the purpose of their request for it and you know with whom you are dealing. Do not keep sensitive Personal Information in your e-mail inbox or on webmail. You should change your password regularly.

## **22. Anti-Spam Policy**

International anti-spam legislation and best practices in the industry require informed, opt-in consent to receiving commercial electronic messages; a meaningful unsubscribe option for recipients; and, proper identification of message senders.

D1 Mint will use your personal data and send you commercial electronic messages only for the purposes set out in the Privacy Policy. **AB: Ok**

## **23. Law Enforcement Requests**

From time to time, D1 Mint may receive information requests about its customers from law enforcement agencies around the world. When D1 Mint is contacted, law enforcement is generally interested in two types of data: information about customers' identities and information about their activities using D1Coins.

When information requests are received, D1 Mint requires that it be accompanied by appropriate legal process. This can vary from place to place. For example, production orders, search warrants, and subpoenas may all amount to legal process. D1 Mint shall review each order to determine that it has valid legal basis and that any response is narrowly tailored to ensure that only the data to which law enforcement is entitled is provided.

D1 Mint also reserves the right to make disclosures to authorities in order to protect itself, any Associates, and its customers.

D1 Mint welcomes inquiries from law enforcement agencies about its policies and procedures. Please contact D1 Mint at: [info@d1coin.io](mailto:info@d1coin.io)

## **24. Fees Schedule**

D1Coin issuance fee: 2.5% of D1Coins issued. Customer will also bear all costs and expenses relating to the issuance of D1Coin including fees of respective services connected with Diamonds valuation, grading, sealing in a secure, tamper-resistant package at the completion of the grading process by the Gemological Institute of America, Inc. (US laboratories only), safekeeping etc.

D1Coin redemption fee: 2.5% of D1Coins redeemed. Customer will also bear all costs and expenses relating to the redemption of D1Coin including fees of respective services connected with Diamonds delivery to redeeming customer, taxes, etc.