

Tokenlon Terms Of Service

Last Updated: Jul 30, 2019.

These Terms of Service (these "Terms of Service") are entered into by Tokenlon ("we", "us" and "our") and the entity executing these Terms of Service ("You"). These Terms of Service govern Your use of Tokenlon Service. **In particular, you must carefully read sections which are displayed in bold in these Terms of Service. You must make sure that you fully understand these Terms of Service and evaluate the risks of using the Service on your own.**

By clicking or tapping any button or box marked "accept," "agree" or "OK" (or a similar term) in connection with these Terms of Service, or by accessing or using the Services, you agree to be bound by these Terms of Service and affirm that you are of legal age and have the legal capacity to enter into these Terms of Service subject to applicable laws in your jurisdiction. 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.

To enable you to convert between Digital Tokens or use any other Tokenlon's Service by paragraph 3 of these Terms of Service, please review our Privacy Policy for the protection of your privacy as one part of these Terms of Service.

These Terms of Service may be amended, changed, or updated by Tokenlon at any time and without prior notice to you. Tokenlon reserves the right to make reasonable amendments to these Terms of Service from time to time. 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 any Services is void where prohibited by applicable law.

1. Interpretation

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

1.1.1 "AML" means anti-money laundering;

1.1.2 "Address" means an address on the Ethereum blockchain;

1.1.3 "Fork" or "Forking" means a change in the existing source code or the creation of new or additional source code for a blockchain;

1.1.4 "CTF" means counter-terrorist financing;

1.1.5 "Digital Tokens" means blockchain-based assets or rights, or other similar digital representations of rights or assets;

1.1.6 "Tokenlon" means a decentralized exchange developed and operated by DIGITAL ERA GLOBAL LIMITED;

1.1.7 "Wallet" means a digital wallet that holds or records the information of any Digital Tokens that are created and/or received on blockchain.

1.1.8 "FATF" means the Financial Action Task Force;

1.1.9 "Person" includes an individual, association, partnership, corporation, other body corporate, trust, and any form of legal organization or entity;

1.1.10 "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;

1.1.11 "Prohibited Jurisdictions" means Bosnia and Herzegovina, Democratic People's Republic of Korea (North Korea), Ethiopia, Iran, Iraq, Syria, Uganda, Vanuatu, Yemen, Lithuania or any other country subject to United Nations sanctions; or any country where Services cannot be offered to a person, if the person or any created or organized entity, including but without limitation, any company, corporation or partnership is a citizen, resident of, or a person located or domiciled in the country, including its states, territories in or under the laws of the country;

1.1.12 "Prohibited Use" has the meaning set out in paragraph 7 of these Terms of Service;

1.1.13 "You" or "Your" means the user;

1.1.14 "Services" has the meaning set out in paragraph 3 of these Terms of Service;

1.1.15 Unless otherwise specified in these Terms of Service, words meaning the singular include the plural and vice versa and words meaning gender include all genders.

1.2 Governing Law: These Terms of Service shall be governed by and construed and enforced in accordance with the laws of the British Virgin Islands, and shall be interpreted in all respects as a British Virgin Islands contract. Tokenlon reserves the right to change the market and jurisdiction of Tokenlon and these Terms of Service at any time in its own discretion, as well as use any parent companies, subsidiaries and/or other affiliated companies for execution of these Terms of Service, the Services and other activities related to Tokenlon's business. 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 British Virgin Islands. For the avoidance of doubt, and without limiting the generality of the foregoing, this provision expressly applies to any tort claim against Tokenlon. The venue and forum for any claim or action against or involving Tokenlon shall be in the British Virgin Islands. You unconditionally atorn to the exclusive jurisdiction of the courts of the British Virgin Islands and all courts competent to hear appeals therefrom. You also unconditionally agree to the exclusive forum and venue of the British Virgin 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.

1.3 Eligibility: By using the Services, you represent and warrant that in the jurisdiction to which you are subject, you are of legal age and legal capacity to use the Services and to create binding legal and financial obligations for any liability you may incur as a result of the use of the Services. You are eligible in accordance with the laws applicable to you. Tokenlon has no obligation to verify whether you are eligible to use the Services and bears no responsibility for you use of the Services if you are not eligible.

2. Licence to Use the Services

If you comply with these Terms of Service, Tokenlon will grant you the limited right to use the Services. The right to use the Services is a non-exclusive, non-transferable, revocable, limited licence, and it is subject to the limitations and obligations in these Terms of Service and the functionalities of Tokenlon available to you. Nothing in these Terms of Service gives you any licence (other than as set out in this paragraph), right, title, or ownership of, in, or to any of the Services. All and any contents on Tokenlon, including software, interactive features, information, are protected by copyright or intellectual property rights and owned by Tokenlon. And any trademarks, service marks and logos displayed on Tokenlon are Tokenlon's registered and/or unregistered trademarks or service marks, as well as goodwill generated from the use of any Tokenlon are solely for Tokenlon's benefit.

3. Tokenlon Services

Tokenlon is not a financial institution and does not accept or transmit Digital Tokens. Tokenlon provides a bulletin-board service for users of Digital Tokens. You can exchange Digital Tokens with third-party users directly; Tokenlon never takes custody of Digital Tokens, nor does it hold Digital Tokens in escrow.

Through the Services, you can:

3.1 Use your Wallet , enabling you to convert between Digital Tokens;

3.2 View exchange history;

When using the Services, you will be charged certain service fees or handling fees by Tokenlon, subject to the Fee Schedule to be announced and updated by Tokenlon from time to time. When you use the services provided by third parties, third parties may charge handling fees and/or service fees from you as well, which shall be subject to the fees directly collected by those third parties, and the relevant information displayed on Tokenlon is merely for your reference.

When using the Services, you need to choose to use a Wallet provided by external service providers. With your Wallet, you can store and engage in transactions using Digital Tokens, either within Tokenlon or with other platforms. Your Wallet is under your responsibility. While your account enables you to access your Wallet with ease – Tokenlon has no access to your Wallet nor any control over its use, and accordingly Tokenlon has no liability whatsoever regarding the use of your Wallet.

Tokenlon is only a bulletin-board service provider that provides, for your easy reference, latest trading information of certain Digital Tokens and quoting information from other exchange platforms, which you may directly obtain from other exchange platforms or official website/App/DApp of related Digital Tokens. And you can find third-party users, negotiate and conduct transactions on Digital Tokens. **Tokenlon does not guarantee the accuracy and timely level of the information on the Tokenlon's website/ App/DApp. Also, Tokenlon will not be liable for any loss, directly or indirectly, arising from the information on Tokenlon, network delay or failure to link the Internet, transmit or receive notices or information delay or failure.** Tokenlon doesn't participate in any of your transactions. Therefore, you should be careful to distinguish the authenticity, legality and validity of the relevant digital assets and information, and bear the liabilities and losses arising from them.

Tokenlon will not be liable or accountable, nor shall be deemed to have any liability or accountability, for any loss or damage regarding your failure to keep your account or Wallet information secret and protected.

4. Transactions

Tokenlon assists you in sharing information with third parties regarding your interest in exchanging certain Digital Tokens for other Digital Tokens (such information, "Transaction Information") in order to facilitate the purchase or sale of Digital Tokens through third-party platforms using the OX protocol (available at oxproject.com) (any such purchase or sale of Digital Tokens based on the Transaction Information, a "Transaction"). By submitting Transaction Information through Tokenlon, you grant to us the right to provide the Transaction Information to users of the Services and other third parties. We do not guarantee the identity of any provider or receiver of Transaction Information, or the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Transaction Information or any Transaction. Further, by sharing Transaction Information through the Services, you represent and warrant that:

- The Digital Tokens exchanged in a Transaction will be used only in a lawful manner.
- In connection with a Transaction, you will only sell legally-obtained Digital Tokens that belong to you.
- You will not engage in, further, perform, undertake, aid or abet in any unlawful activity or purpose (including but not limited to illegal gambling, money laundering, fraud, blackmail, extortion, ransomware data or the financing of terrorism, intellectual property infringement, or violent or abusive activities) ("Prohibited Activity") through the Transactions or use of the Services. We reserve the right to refuse to publish, post or otherwise make available any Transaction Information if we suspect that the applicable Transactions relate to or have a high risk of relating to a Prohibited Activity, or if we believe the Transaction Information is erroneous. If such incidents are discovered, Tokenlon will take any measures, including but not limited to terminating your access to the Services, notifying relevant authorities, etc. We do not assume any responsibility arising therefrom and reserve the right to pursue liability with the relevant parties.
- You will obey all applicable laws in connection with Transactions.
- You are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services.
- You are not and have not been placed on the "Specially Designated Nationals and Blocked Persons List" by the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury.
- You will not use the Services if the laws of your country prohibit you from doing so.
- You acknowledge and agree that we have no control over, or liability for, the price, exchange rates, delivery, quality, safety, legality or other aspect of any Digital Tokens that you may purchase or sell to or from a third party, and that we are not responsible for ensuring that a buyer or seller with whom you transact actually completes the Transaction or is authorized to do so. If you experience a problem with any Digital Tokens purchased from or sold to a third party through a Transaction, you bear the entire risk.
- You acknowledge and agree that any links or information of third parties and/or Digital Tokens on Tokenlon does not imply endorsement by Tokenlon of any products, services, information presented therein, and if you have any concerns regarding third parties and/or Digital Tokens, you should contact third parties and/or issuers of Digital Tokens and take your own risks to access them, including visiting their websites or downloading their files.
- You acknowledge and agree that transactions will only be bound by you and third parties that you transact with, and you shall carefully evaluate and bear the entire risk. Any dispute you have concerning a transaction with Digital Tokens you shall resolve with such third party directly without involving Tokenlon.
- You acknowledge and agree that you will pay the service fees or handling fees charged by Tokenlon in time. Tokenlon reserves the right to suspend or terminate your access to the Services when you fail to pay service fees or handling fees.

5. Risks and Limitation of Liability

Use of the Services and participation in Transactions may carry financial risk. You acknowledge and agree that you are aware of such risks, including the following:

5.1 Trading Digital Tokens can be very risky. Digital Tokens are, by their nature, highly experimental, risky, volatile and Transactions are generally irreversible. All Transactions are final and there are no refunds. You acknowledge and agree that you will access and use the Services and participate in Transactions at your own risk. The risk of loss in trading Digital Tokens can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources.

5.2 Understanding Digital Tokens and Transactions may require advanced technical knowledge. Digital Tokens are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate the inherent risks of trading Digital Tokens. Any reference to a type of Digital Token on the Services does not indicate our approval or disapproval of the underlying technology regarding such type of Token, and should not be used as a substitute for your own understanding of the risks specific to each type of Token. **We make no warranty as to the suitability of the Digital Tokens referenced on the Services and assume no fiduciary duty in our relations with you.**

5.3 You accept the risk of trading Digital Tokens. Tokenlon does not advise on trading risk. In entering into any transactions, you represent that you have been, are and will be solely responsible for making your own independent appraisal and investigations into the risks of the Transaction and the underlying Digital Tokens. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any Transaction or any underlying Token. You accept all consequences of participating in Transactions, including the risk that you may lose access to your Digital Tokens indefinitely. All Transaction decisions are made solely by you. **Notwithstanding anything in these Terms of Service, we accept no responsibility whatsoever for and will in no circumstances be liable to you in connection with Transactions. Under no circumstances will the operation of all or any portion of the Services be deemed to create a relationship that includes the provision or tendering of investment advice.**

5.4 You are aware of and accept the risk of operational challenges. The Services may experience sophisticated cyber attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays on the Services. You agree to accept the risk of a Transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and you agree not to hold us accountable for any related losses. **We will not bear any liability, whatsoever, for any damage or interruptions caused by any viruses that may affect your computer or other equipment, or any phishing, spoofing or other attack.** We advise the regular use of a reputable and readily available virus screening and prevention software.

5.5 We do not own or control the underlying software protocols that govern the operation of Digital Tokens referenced on the Services. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. **By accessing or using the Services, you acknowledge and agree that we are not responsible for operation of the underlying protocols and that we make no guarantee of their functionality, security, or availability; and that the underlying protocols are subject to sudden changes in operating rules (a/k/a "forks"), and that such forks may materially affect the value, function, and/or even the name of the Token referenced on the Services.** In the event of a fork, you agree that we may temporarily suspend our operations (with or without advance notice to you) and that we may, in our sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that we assume absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

5.6 Some of the Services may not work properly from time to time. **We may not be held responsible regarding any damages you may have because of any failure of the Services.**

5.7 We make no representation that any materials or Services on Tokenlon are appropriate, lawful or available in any locations out of British Virgin Islands. **If you choose to access our services from other locations instead of British Virgin Islands, we assume absolutely no responsibility whatsoever in respect of any breach of the local law of your jurisdiction.**

6. Limitation of Liability & Release

Important: Except as may be provided for in these Terms of Service, Tokenlon 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:

6.1 these Terms of Service;

6.2 the Services, and your use of it;

6.3 the Services, and your use of any of them;

6.4 the real or perceived value of any currencies or Digital Tokens traded on the Services, or the price of any Digital Token displayed on the Services at any time;

6.5 any inaccurate, misleading, or incomplete statement by Tokenlon, whether caused by Tokenlon's negligence or otherwise;

6.6 any failure, delay, malfunction, interruption, or decision (including any decision by Tokenlon to vary or interfere with your rights) by Tokenlon in operating the Services or providing any Service.

6.7 any activities of third parties, including without limitation other users on Tokenlon.

The foregoing limitation 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 Tokenlon has 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.

7. Prohibited Uses

You may not:

7.1 use the 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;

7.2 use the Services to interfere with or subvert the rights or obligations of Tokenlon or the rights or obligations of any other third party;

7.3 trade using inaccurate information presented by Tokenlon or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach;

7.4 use the Services to engage in conduct that is detrimental to Tokenlon or to any other third party;

7.5 reverse-engineer, decompile, or disassemble any software running on the Services;

7.6 where you are a resident or national of a Prohibited Jurisdiction or a U.S. Person or Mainland China Person, access the Services using any virtual private network, proxy service, or any other third-party service, network, or product with the intent of disguising your IP address or location; or,

7.7 violate these Terms of Service.

Any use as described in this paragraph shall constitute a "**Prohibited Use**". If Tokenlon determines that you have engaged in any Prohibited Use, Tokenlon 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; and, terminating your access to the Services. Tokenlon may, at its sole and absolute discretion, seize and hand over your property to law enforcement or other authorities where circumstances warrant.

8. Your Representations & Warranties:

You represent and warrant to Tokenlon as follows:

8.1 that, if you are an individual user, you are 18 years of age or older and that you have the capacity to contract under applicable law;

8.2 that, if you are not an individual user, you have the requisite power and authority to sign and enter into binding agreements for and on behalf of the user;

8.3 that you understand the risks associated with using the Services, that you are not barred from using the Services by paragraph 3 of these Terms, and that you are not otherwise prohibited by applicable law from using the Services;

8.4 that you will not use the 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 or proceeds;

8.5 that you will not falsify or materially omit any information or provide misleading information requested by Tokenlon in the course of, directly or indirectly relating to, or arising from your activities on Tokenlon;

8.6 that you will fairly and promptly report all income associated with your activity on Tokenlon pursuant to applicable law and pay any and all taxes exigible thereon;

8.7 that you will abide by local laws in relation to any use of or Service of Tokenlon in your local jurisdiction and any activities related to your use of Tokenlon is legitimate in your local jurisdiction.

9. Anti-Money Laundering and Counter-Terrorist Financing

Tokenlon is committed to providing you with safe, compliant, and reputable Services. Tokenlon may analyze trading activities for early detection of fraud and money flowing into suspicious accounts. This includes monitoring of and for suspicious transactions and mandatory reporting to international regulators. Tokenlon reserves the right to refuse people who do not fit the international AML standards or who can be considered as political public figures. Tokenlon reserves the right to suspend or terminate the transaction based on our own judgment as suspicious transactions at any time. Tokenlon does not assume any responsibility arising therefrom.

Tokenlon may take actions of, including but not limited to, making a report to law enforcement or other authorities; and, terminating your access to the Services. Tokenlon may, at its sole and absolute discretion, seize and hand over your property to law enforcement or other authorities where circumstances warrant.

10. No Class Proceedings

You and Tokenlon 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, arbitration 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 Tokenlon user cannot and may not affect any other Tokenlon users.

11. No Representations & Warranties by Tokenlon

Tokenlon makes no explicit or implicit representations, warranties, or guarantees to you of any kind, including but not limited to any Services, their accuracy, completeness, consistency, applicability, reliability, timing, errors, interruption, security; the accuracy or completeness of the information contained in the Services, displayed or delivered to you; the value, validity, authenticity, quality, suitability, or otherwise, about any Digital Tokens you hold, send and/or receive through the Services. 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.

12. No Advice

Tokenlon does not provide any investment advice or advice on trading techniques, models, algorithms, or any other schemes. Any comments, messages, discussions, analyses, prices, suggestions and other information of Tokenlon are general market reviews and do not constitute any investment advice. We are not liable for any direct or indirect losses caused by such information, including but not limited to, any loss of profit.

13. No Waiver

Any failure by Tokenlon to exercise any of its respective rights, powers, or remedies under these Terms of Service, or any delay by Tokenlon 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 Tokenlon does not prevent either from exercising any other rights, powers, or remedies.

14. Indemnification

You agree to indemnify and hold harmless Tokenlon from and against any claims, actions, arbitrations, proceedings, investigations, demands, suits, costs, expenses and damages (including attorney's fees) arising out of or related to your use of Tokenlon and your violation of any applicable laws during your use of Service.

15. Force Majeure

Tokenlon 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, Tokenlon is excused from any and all performance obligations and these Terms of Service shall be fully and conclusively at an end.

16. Assignment

These Terms of Service, and any of the rights, duties, and obligations contained herein, are not assignable by you without prior written consent of Tokenlon. These Terms of Service, and any of the rights, duties, and obligations contained herein, are freely assignable by Tokenlon without notice or your consent. Any attempt by you to assign these Terms of Service without written consent is void.

17. 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 attach only to such provision and everything else in these Terms of Service continues in full force and effect.

18. Miscellaneous

18.1 The controlling language for these Terms of Service is English; the meaning of terms, conditions and representations herein are subject to the definitions and interpretations in the English language. Any translation is provided for your convenience and may not be deemed to represent accurately the information in the original English.

18.2 If any provision of these Terms is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of these Terms and will not cause their invalidity or unenforceability.

Tokenlon Privacy Policy

Last Updated: Jul 30, 2019.

Tokenlon (a decentralized exchange developed and operated by DIGITAL ERA GLOBAL LIMITED, hereinafter "Tokenlon", "we", "us" and "our") respect and protect the privacy of users who use our Services. To ensure transparency, this Privacy Policy (the "Policy") describes our information handling practices when you access content we own or websites, pages, features, or content we own or operate (collectively, the "Site(s)"), any Tokenlon API, any Tokenlon App/DApp, and related services (referred to collectively hereinafter as "Services"). **Additionally, you must carefully read significant sections which are in bold form in this Policy and make sure that you are fully understand.**

1. Acceptance of This Policy

By accessing and using our Services, you signify acceptance to the terms of this Policy. Where we require your consent to process your Personal Information, we will ask for your consent to the collection, use, and disclosure of your Personal Information as described further below.

If you do not agree with or you are not comfortable with any aspect of this Policy, you should immediately discontinue access or use of our Services. Additionally, significant information including the Disclaimer is in bold form in this Policy. Definitions of key words in this Policy are consistent with those in the Tokenlon Terms of Use(the "Terms of Service"). If there is any discrepancy between the definitions of any defined term used in this Policy and the Terms of Service, the definition of any defined term used in this Policy shall prevail.

This Policy does not apply to services offered by other companies or other sites linked from our Services.

By providing us with your Personal Information, you consent to our collection, use, disclosure (including transfer) and processing of your Personal Information in accordance with this Policy. Please DO NOT provide any Personal Information to us if you do not accept this Policy.

2. Changes to This Policy

We reserve the right to modify this Policy at any time, and when required by law, we will notify you of changes to this Policy. If we make any material changes we will notify you by means of a notice on our Services prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

3. Personal Information We Collect

Personal Information is data that can be used to identify you directly or indirectly, or to contact you ("Personal Information"). Our Policy covers all Personal Information that you voluntarily submit to us and that we obtain from our partners or third parties. This Policy does not apply to anonymized or aggregated data, as it cannot be used to identify you. Except as described in this Policy, Tokenlon will not give, sell, rent or loan any Personal Information to any third party.

We collect Personal Information when you use our Services or when you send us information. Any information you provide to us that is not required is voluntary. You are free to choose whether to provide us with the types of Personal Information requested, but we may not be able to serve you as effectively or offer you all of our Services when you do choose not to share certain information with us.

We collect the following types of information:

- **Transaction Information:** Information about the transactions you make using our Services, such as your order history, the cryptocurrency addresses sending and receiving digital currency, the amount, and/or timestamp.
- **Information You Provide to Us:** When you provide us with information, such as by sending us comments or emailing us, we collect the information you provide to us.
- **Usage Data:** We automatically collect information from your use of our Services, such as mobile device information, tracking details and/or personal IP addresses.
- **Cookie Data:** Data about your pageviews, how long you spend on a certain page, whether you received an error while accessing or using certain parts of our Services, and other insightful information is collected via cookies and similar technologies.

4. How your Personal Information is Used

We will only use your Personal Information when the laws allow us to. Generally, we collect and use information from you to provide, protect, and improve our Services. We may use your Personal Information in the following ways:

4.1 To maintain legal and regulatory compliance. We process your Personal Information to comply with sanctions laws, tax law, data protection laws, or as otherwise necessary to fulfill our other business obligations and/or to manage risk as required under applicable law. For example, we collect user IP addresses to ensure users from prohibited jurisdictions under applicable sanctions laws do not access Tokenlon. We cannot perform the Services in accordance with our legal and regulatory requirements without processing your Personal Information for such purposes.

4.2 To enforce our terms in the Terms of Service and other agreements and to provide the Services. We collect information about your usage and monitor your interactions with/usage of our Services to ensure compliance with our posted Terms of Service. The consequences of not processing your Personal Information for such purposes is the termination of your access to or use of our Services as we cannot perform our Services in accordance with our Terms of Service.

4.3 To provide customer service. We process your Personal Information when you contact us to resolve any questions, disputes, or to troubleshoot problems. Without processing your Personal Information for such purposes, we cannot respond to your requests and ensure your uninterrupted use of the Services.

4.4 For research and development purposes. We process your Personal Information to better understand the way you use and interact with the Services. In addition, we use such information to customize, measure, and improve our Services and the content and layout of our website and applications, and to develop new services. Without such processing, we cannot ensure your continued enjoyment of our Services.

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

5. How We Protect Your Information

5.1 If Tokenlon ceases operation, Tokenlon will stop the collection of your Personal Information, and take steps to delete or anonymize your Personal Information held by us within a reasonable period.

5.2 To protect your Personal Information, Tokenlon may adopt data security techniques, improve internal compliance levels, provide security training for our staff, and set security authority for access to relevant data to protect your Personal Information.

6. How Your Information is Internationally Transferred

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.

7. Protection for the Minors

The following special provisions apply to minors who are under the age of 18 years old:

7.1 The minors shall not use Tokenlon.

7.2 We will never knowingly collect Personal Information from individuals under the age of 18 years old.

8. Disclaimer

8.1 After you use any third-party Service, you acknowledge that this Policy no longer applies to the collection, use, disclosure and transfer of your Personal Information by these third parties. Tokenlon is unable to guarantee that these third parties will implement reasonable security measures to protect your Personal Information.

8.2 You are solely responsible for your use of third-party Service and agree that you will not hold Tokenlon's liable for any damages incurred or injuries inflicted as a result of the collection, use, disclosure and transfer of your Personal Information by these third parties.

8.3 The transmission of information via the Internet is not completely secure. While we do our utmost to protect your Personal Information, we cannot guarantee the security of your data transmitted to us over the email or through the Site; any transmission is at your own risk. You acknowledge and accept that, to the maximum extent permitted by applicable law, Tokenlon will adopt measures as reasonable as possible to protect your Personal Information under current techniques on an "as is", "as available" and "with all faults" basis, to avoid the disclosure, tampering or damage of information. Since Tokenlon transfers data wirelessly, Tokenlon makes no guarantee on the privacy and security of wireless internet data transferring.

9. Miscellaneous

9.1 You shall fully understand and conform to the laws, regulations and rules in your jurisdictions which are relevant to the use of the Services provided by Tokenlon.

9.2 Governing Law and Dispute Resolution: This Policy shall be governed by and construed and enforced in accordance with the laws of the British Virgin Islands, and shall be interpreted in all respects as a British Virgin Islands contract. Any claim or action arising from or related to this Policy shall be governed by and construed and enforced in accordance with the laws of the British Virgin Islands. For the avoidance of doubt, and without limiting the generality of the foregoing, this provision expressly applies to any tort claim against Tokenlon. The venue and forum for any claim or action against or involving Tokenlon shall be in the British Virgin Islands. You unconditionally attorn to the exclusive jurisdiction of the courts of the British Virgin Islands and all courts competent to hear appeals therefrom. You also unconditionally agree to the exclusive forum and venue of the British Virgin Islands in all claims or actions arising from or any dispute or question of any kind relating to this Policy. The doctrine of forum non conveniens shall not apply in the selection of forum under this Policy.

9.3 You may access this Policy and other terms (e.g. Tokenlon Terms of Use) through our Services. We encourage you to check the Tokenlon Terms of Use and Privacy Policy of Tokenlon each time you log onto our Services.

9.4 Any translated versions of this Policy are provided for the convenience of Users, and are not intended to amend the original English version of this Policy. If there is any discrepancy between the English version and non-English version of this Policy, the English version shall prevail.

10. How to Contact

If you have questions or concerns regarding this Policy, or if you have a complaint, you should first contact us at privacy@tokenlon.im.