



Personal Privacy Protection Agreement



Updated: December 20, 2023

Special Reminder:

In order to protect your legitimate rights and interests, you should read and abide by this Agreement. Please be sure to review and fully understand the terms of this Agreement, especially the terms that exempt or restrict your rights. The terms that restrict or exempt your rights are reminded of your attention in bold. Unless you have read and agreed to all the terms of this Agreement, you have no right to use all the services provided by the Platform. If you register, log in or use the services of this Platform, you will be deemed to have read and agreed to accept the provisions of this Agreement.

This Agreement is jointly concluded by the User and Dowsure.

Overview

This agreement will help you understand:

- I. How do we collect information
- II. How do we use cookies, beacons, proxies, and other technologies
- III. How do we store and protect information
- IV. How do we use information
- V. How do we provide information externally
- VI. How do you access and manage your information
- VII. Statement of responsibility to third parties
- VIII. How do we protect the information of minors
- IX. Application and amendment of this Agreement
- X. Contact us
- XI. Description of key terms used in this Agreement

"Dowsure" refers to Dowsure Technologies (Shenzhen) Co., LTD and its affiliated companies, including but not limited to, Dowsure Technologies (Shanghai) Co., LTD., Dowfu Technologies (Shanghai) Co., LTD., Dowchain Technologies (Shenzhen) Co., LTD., Doufang Digital and Technologies Co., LTD., and Dowsure Hong Kong Limited. Office Address: 19/F, Bay Area International Fintech City, 10 Kaifeng Road, Futian District, Shenzhen, China (hereinafter referred to as "Dowsure" or "We").

Dowsure respects and protects your personal information. When you use our services, we will collect, store, use and provide your personal information in accordance with the Dowsure Personal Privacy Protection Agreement (hereinafter referred to as "this Agreement"). We will also explain to you through this Agreement how we provide



you with services so that you can access, update, manage and protect your information. This Agreement is closely related to your use of the Dowsure Services. We recommend that you read and understand all terms carefully and make such choices as you think fit.

We try our best to use easy to understand, concise language, and to use bold type to attract your attention to the terms that are materially relevant to your rights and interests.

We will collect, store, use and disclose your information in accordance with legal, proper and necessary principles, so as to comply with Chinese laws, regulations and regulatory requirements, provide services to you and improve the quality of services. If it is necessary to share your information with a third party in order to provide services to you, we will evaluate the legality, proprietability and necessity of the information collected by the third party, and require the third party to take measures to protect your information and strictly comply with relevant laws, regulations and regulatory requirements. If we need to obtain your information from a third party in order to provide services to you, we will require the third party to explain the source of the information and require the third party to guarantee the legality of the information provided; If our business requires personal information processing activities beyond the scope of your original authorization when you provide your personal information to the third party, we will re-obtain your explicit consent. You agree that we will process your information in accordance with this Agreement to enable you to obtain quality, convenient, efficient and personalized services and to better protect the security of your account.

This Agreement applies to all services we provide to you. However, this Agreement does not apply to information collected through third party products or services accessed by Dowsure, information collected by third parties that help Dowsure conduct advertising, etc. Your use of such third party services (including any personal information you provide to these third parties) will be governed by the terms of service of these third parties and their personal privacy protection agreements (not this Agreement). Please read and understand the relevant terms of these third parties carefully. Please keep your personal information properly and only provide it to third parties after carefully reading and thoroughly understanding the terms and conditions of such third parties.

I. How Do We Collect Information

Personal information refers to all kinds of information recorded electronically or in other ways that can identify a specific natural person alone or in combination with other information, including a natural person's name, date of birth, ID card number, biometric information, address, telephone number, email address, health information, whereabouts information, etc. When you use Dowsure Services, we may need to collect your specific information



in order to provide services to you, improve the quality of services we provide to you, ensure the security of your account, and comply with PRC laws, regulations and regulatory requirements under the following circumstances:

- (I) Personal Information that we collect directly from you
- 1. Information collected during your registration/login process:
- (1) Registration: When you register a Dowsure account, Dowsure needs to verify the validity of your identity, for which we will collect **your user name and mobile phone number**.
- (2) Login: After you log in to your personal account, you can go to "Account Settings" and choose to upload, set, modify or improve relevant personal information, including name, contact information, valid ID type, number, enterprise name, business license, etc. If you choose not to provide the above information, you may not be able to register as our user or enjoy certain products and/or services provided by us, or you may not be able to achieve the intended effect of the relevant products and/or services.
- 2. In order to provide the services to you

When you use the Dowsure Service, in order to provide you with the relevant services, we may need to collect the information you provide yourself when applying for the relevant services. Specific information includes: logistics information, order information, etc.

3. To fulfill obligations imposed by laws, regulations and regulatory requirements

When you use the Dowsure Service, you are required to provide your identity information, contact information, account and verification information in order to fulfill your obligations under applicable laws and regulations or regulatory requirements (such as real-name management, anti-money laundering, risk prevention measures, investor suitability management, etc.), including specifically: Name, nationality, gender, marital status, education level, occupation, address, contact information, bank card information (bank card number, opening bank information, mobile phone number reserved for the bank), enterprise information (enterprise name, business license, unified credit code) and the type, number and validity period of valid certificates to meet the requirements of applicable real-name management laws and regulations for your identity verification. The aforesaid information contains your personal sensitive information. If you do not provide the aforesaid information, you may not be able to use the services provided by Dowsure, but it will not affect your registration of Dowsure account.

- 4. Guard against risks and ensure security
- 5. In order to enhance your security when using the Services and prevent unauthorized access to your funds or personal data by criminals, we need to record the type and method of services you use, operational information when using the services, such as your device model, your IP address, Software version of your device, device ID number, device identifier, location, Internet usage habits, and other log information about the service. If you do not agree to provide such information, you may not be able to complete the relevant risk control verification.
- 6. Provide personalized service and improve the quality of service



In order to improve your experience with our services, improve the quality of our services, or recommend better or more appropriate services to you, we may invoke some permissions on your device:

- (1) Microphone: You can use the microphone to select voice input (for example, voice messaging and voice search);
- (2) Location: You can choose to turn on the location permission of your device, so that we can obtain the geographical location information of your device through GPS or network location information (such as base station and WLAN), which can be used to provide you with more accurate and personalized services and content. When you use the search service provided by us, we will collect your search keyword information, search history and device information. Here, you should note that search keyword information alone cannot identify your personal identity, it does not belong to your personal information, so we have the right to use it for other purposes; Only when you search keywords information with your related and can be combined with other information to identify your personal identity, we will be your search keywords as your personal information, together with your search history process and protection in accordance with this agreement. When you contact customer service, we may collect the information you provide to us, including: personal name, contact information, etc. When you participate in our questionnaire, we may collect the information you voluntarily fill out.
- (II) Personal Information indirectly collected by us:
- 1. Provide services to you and assess service risks

In order to provide you with relevant services, we may need to obtain your information from third parties that legally retain your information (such as the e-commerce platform where you operate your online store, the payment institution you choose to use, banks and other licensed financial institutions), including: Performance data of your online store, merchant details (address, business category, merchant name, etc.), operator information (email, mobile phone number), loan data (such as: loan limit, loan rate, etc.) and personal certificate (certificate type, certificate name, certificate number)].

In order to assess the risk of providing you with relevant services, we may need to query, print, store and verify your personal information through, including but not limited to, the credit Investigation Center of the People's Bank of China and other legally established credit investigation agencies, the citizenship information database of the Ministry of Public Security and other agencies that legally retain your personal information. Including personal identity information, contract performance information, credit information, litigation and execution information and other personal information that is required to identify your identity and risk status (including bad information that may have a negative impact on your personal credit).

(III) Circumstances in which your authorization and consent are not required:

In accordance with relevant laws, regulations and national standards, we may collect and use your personal information without your consent in accordance with the following circumstances:

(1) It is directly related to national security and national defense security;

- (2) those directly related to public security, public health and major public interests;
- (3) those directly related to criminal investigation, prosecution, trial or execution of judgment;
- (4) for the purpose of safeguarding your or others' life, property and other major legitimate rights and interests, but it is difficult to obtain your consent;
- (5) The personal information you collect is disclosed to the public by yourself;
- (6) Personal information is collected from legally publicly disclosed information, such as legal news reports, government information disclosure, etc.;
- (7) it is necessary for the purpose of entering into and performing relevant contracts according to your request;
- (8) necessary for maintaining the safe and stable operation of the services provided, such as identifying and dealing with any malfunction of the products or services;
- (9) those related to our performance of our obligations under national laws and regulations and relevant provisions of industry authorities;
- (10) other circumstances stipulated by laws and regulations.

II. How Do We Use Cookies, Beacons, Proxies and other Technologies

For the convenience of the user experience, we can identify you by small data files when you visit the Dowsure website or use any services provided by Dowsure, which saves you the trouble of repeatedly entering your login information and also helps you determine whether your account is secure. Such data files may include cookies, flash cookies, or other local storage provided by your browser or linked application (collectively referred to as "cookies"). Please understand that some of our services are only available through cookies. You may change the cookie acceptance level or reject our cookies if your browser or browser add-on allows it. The "Help" section of most browser toolbars will tell you how to block your browser from accepting new cookies, how to have your browser notify you when you receive a new cookie, and how to disable cookies altogether. In addition, you can disable or delete similar data used by browser add-ons, such as flash cookies, by changing the add-on Settings or by visiting the developer's website. However, in some cases, such actions may affect your ability to safely access the Dowsure website or use the services provided by Dowsure.

In addition, our website may include some electronic images (referred to as "single-pixel GIF files" or "web beacons"). With web beacons, websites can help count the number of users who visit a web page or access some cookies. Relevant service providers will use web beacons to collect data about your web browsing activity, such as the addresses of web pages you have visited, reference pages you have visited before, your browser environment, and your display Settings.

If you use any services provided by any third party other than Dowsure through our website or applications, we cannot guarantee that such third party will take the protective measures we require. To ensure the

security of your account and a more secure user experience, we may use private network protocols and proxy technologies (referred to as "Private network channels" or "Web proxies"). Through private network channels, we can help you identify sites that we know to be high risk, thereby reducing the risk associated with phishing and account violations caused by these sites. Private web channels can also better protect the joint rights and interests of you and third parties by preventing criminals from tampering with the services you and third parties expect, including AD injection and illegal content tampering caused by insecure routers and illegal base stations. At the same time, the relevant service providers may obtain and save information about your computer, such as IP address and hardware ID.

III. How Do We Store and Protect Personal Information

- 1. Personal information we collect and generate within the territory of the People's Republic of China will be stored within the territory of the People's Republic of China (hereinafter referred to as "PRC"). In case of cross-border business involving certain products, the relevant service providers are required to transmit the relevant personal data collected in the PRC to any overseas institution, the relevant service providers will comply with the provisions of applicable laws, regulations and regulatory requirements, and require the overseas providing institution to keep the personal data thus received by you confidential and take effective measures such as implementation of relevant agreements and on-site inspection. We will only keep your personal data for the period specified in this Agreement and as long as required by laws, regulations and regulatory requirements.
- 2. We are committed to maintaining our data protection at a leading level of security. In order to protect your personal information, we are committed to using various security technologies and supporting management systems to reduce the risk of your information being leaked, damaged or lost, misused, modified, accessed or disclosed without authorization, including using Secure socket Layer (SSL) to encrypt data transmission and storage and strictly restricting access to data centers. And the use of dedicated network channels and network proxies. We have set up a department responsible for personal information protection, formulated relevant internal control systems, and adopted the authorization principle of allowing the minimum and full use of employees who have access to your personal information. We systematically monitor our employees' data processing activities, regularly train our employees on applicable laws and regulations and privacy and security guidelines to raise their awareness, and organize employee security examinations every year. In addition, we engage an external independent third party to evaluate our data security management system annually.
- 3. We have formulated emergency plans for personal information security incidents, and regularly arranged for relevant internal personnel to receive emergency training and drills, so that they can master their job responsibilities and emergency handling strategies and procedures. In the event of a personal information security incident, we will, in accordance with the provisions of laws and regulations, timely inform you of the basic



situation and possible impact of the security incident, the measures we have taken or will take, and suggest that you take preventive measures to reduce the risk, remedial measures taken for you, etc. We will update you with the status of the incident in a timely manner by means of system push notification, email/SMS, etc. If it is not possible to notify all personal information subjects separately, we will make an announcement in a reasonable and effective manner. At the same time, we will take the initiative to report the handling of personal information security incidents in accordance with the requirements of regulatory authorities. If your legitimate rights and interests are harmed, we will bear the corresponding legal responsibility.

- 4. Make sure to save your account login name and other identifying elements in a secure manner. When you use the services, we will identify you by your account login name and other identifying elements. If you disclose such information, there may be adverse legal consequences for you. If you find that your account login name and/or other elements of your identity may or have been compromised, please contact us immediately so that we can take appropriate measures to avoid or mitigate any related losses resulting therefrom.
- 5. Upon termination of your use of the Services, we will stop collecting and using your information, unless otherwise stipulated by laws and regulations or otherwise required by regulatory authorities. If we stop operation, we will immediately stop to collect your personal information, and will be personally or by notice to inform you, and remove or anonymous change of your personal information held by us.

IV. How Do We Use Personal Information

- 1. In order to comply with PRC laws, regulations and regulatory requirements, provide services to you, improve the quality of our services, or guarantee the security of your account and funds, we will use your personal information in the following circumstances:
- (1) to achieve the purpose set out in "How We Collect Personal Information" under this Agreement;
- (2) to send you service notices to update the status of the services you use;
- (3) to use your information for authentication, security, fraud monitoring, prevention or prohibition of illegal activities, risk mitigation, archiving and backup to ensure the stability and security of the Services;
- (4) report to relevant authorities in accordance with laws, regulations or regulatory requirements;
- (5) invite you to participate in the investigation and research of various products or services by customers;
- (6) to conduct comprehensive statistical analysis and processing of your information, to provide you with more accurate, personalized, smooth and convenient services, or to help you evaluate, improve or design products, services and business activities. We may provide you with marketing notices, commercial electronic messages or advertisements that may be of interest to you based on the above information. If you do not wish to receive such information, you may unsubscribe by following our guidelines.



2. When we use the relevant Information for any purpose other than those set out in this Agreement, we will obtain your consent again in the form of confirmation agreements or document confirmation actions in special cases in accordance with applicable laws, regulations and national standards.

V. How Do We Provide Personal Information Externally

(I) Business sharing

We promise to keep your personal data confidential. Unless otherwise specified by applicable laws, regulations or relevant regulatory authorities, your personal data will only be shared with third parties in the following circumstances. Such third parties include affiliates, collaborating financial institutions and other partners. Before providing such data to the relevant third parties, we will use commercially reasonable efforts to assess the legality, reasonableness and necessity of the collection of such data by third parties. The relevant service provider will enter into relevant legal documents with the third party, and require the third party to comply with laws and regulations when using your personal data, and procure the third party to take security measures for your information.

- 1. Some products or services may be provided by third parties or jointly provided by the relevant service providers and third parties. Therefore, it is only by sharing your information that the product or service you need can be provided. For example, when you purchase any financial product through the Dowsure Platform, the operator of the Dowsure Platform is required to provide **your valid identity information and contact details** to its partner financial institution so that you can comply with the compliance requirements involved in the purchase and to ensure the safety of your assets;
- 2. If you choose to participate in any sweepstakes, contests or similar promotions sponsored by us and a third party, we may share with the third party the personal information generated during the campaign and necessary to complete the campaign so that the third party can award prizes or provide services to you in a timely manner. If necessary, we will notify you of the personal information required to be provided to third parties on the page explaining the rules of such campaign or otherwise as required by applicable laws, regulations or national standards;
- 3. With your prior express consent, to the extent permitted by applicable laws and regulations and without violating public order and good custom, we will share your information with third parties according to your authorization:
- (1) in order to provide you with services: in order to provide you with services and convenient or before you check your transaction status transaction records, you authorize us to the bank and pay the company a licensed financial institutions, as well as the cross-border electric business platform you use a third party to provide when applying for or use the services you produce or submit the necessary information. Necessary information mainly includes: you can use the electric business platform operation data (such as: sales, sales,

etc.), cross-border electric business platform needs to collect the relevant information (such as: the loan amount, loan status, etc.), payment company need to collect the loan related information (such as: The loan amount, loan term, etc.), and financial institutions to provide services required to collect the KYC information, KYB information (such as: certificate type, certificate name, id number, business name, etc.), etc.

(2) Assessing business risks: In order to provide you with better services, prevent risks arising from your use of the Services or assess liability for breach of contract, you authorize us to provide your credit information (such as credit rating or credit report) to relevant third parties. At the same time, in case of the need to collect your credit information, the third party will obtain your consent in its user service agreement or personal privacy protection agreement.

4. Complaint Handling:

In order to protect the legitimate rights and interests of you and others, when you complain about others or are complained about by others, we may need to provide your name and valid ID number, contact information and relevant contents of the complaint to the consumer rights protection department and regulatory department to resolve such complaints or disputes in a timely manner, except those expressly prohibited by laws and regulations.

(II) Transfer

We will not transfer your personal information to any company, organization or individual unless:

- 1. With your express prior consent;
- 2. Required by laws and regulations or compulsory administrative or judicial requirements;
- 3. In the case of asset transfer, acquisition, merger, reorganization or bankruptcy liquidation, if the transfer of personal information is involved, we will notify you and require the company and/or organization with your personal information to continue to be bound by this Agreement. If the purpose of using your personal information changes, we will require the company and/or organization to regain your express consent.

(III) Public disclosure

Except in the case of publishing the list of winners in any marketing campaign, which may display the desensitization mobile phone number or account login name of the winner, we will not publicly disclose your information in principle. If public disclosure is required, we will inform you of the purpose of disclosure, the type of information to be disclosed and the sensitive information that may be involved, and obtain your express consent.

(IV) Entrusted handling

In order to improve efficiency, reduce costs or improve the accuracy of information processing, we may entrust qualified affiliates or other professional organizations to process user information on our behalf. We will require the entrusted company to comply with strict confidentiality obligations through written agreements, on-site audits

or other means, and take effective measures to prohibit such information from being used for purposes not authorized by you. After authorization to terminate or cancel the agent, the company will no longer retain any personal information. We promise to be responsible for this.

- (V) In accordance with relevant laws, regulations and national standards, we may share, transfer or publicly disclose your personal information without your consent under the following circumstances:
- 1. Directly related to national security and national defense security;
- 2. Those directly related to public security, public health and major public interests;
- 3. Those directly related to criminal investigation, prosecution, trial and execution of judgments;
- 4. For the purpose of safeguarding the life, property or other major lawful rights and interests of you or others, but it is difficult to obtain your consent;
- 5. Personal information that you disclose to the public by yourself; and
- 6. Personal information collected from legally publicly disclosed information, such as legal news reports or government information disclosure, etc.

VI. How Do You Access and Manage Your Own Information

- 1. We will take appropriate technical measures to ensure that you can access, update and correct your personal information. You can follow the instructions on the relevant page to do the relevant operation by yourself, or you can contact us through online customer service (we chat ID: dowsure 888).
- 2. If you meet the conditions for account cancellation and you cancel your account for a service, all the information in the account will be deleted and the relevant service provider will no longer collect, use or disclose any personal information related to the account, provided that the relevant service provider shall still retain the information provided by you or generated during the use of the service within the period required by the regulatory authority. The competent authority shall have the right to query the information within the period required by the regulatory authority.
- 3. If you become aware that the relevant service provider has collected or used your personal information in violation of applicable laws and regulations or in violation of any agreement with you, you can call the use of online customer service to request deletion of the corresponding information.
- 4. Notwithstanding the foregoing, we may not be able to respond to your request in accordance with applicable laws and regulations or national standards in the following circumstances:
- (1) those directly related to national security and national defense security;
- (2) those directly related to public security, public health and major public interests;
- (3) those directly related to criminal investigation, prosecution, trial and execution of judgments;
- (4) there is sufficient evidence that you have subjective malice or abuse of rights;

- (5) if it responds to your request, it will seriously damage the legitimate rights and interests of other individuals or entities; or
- (6) involving trade secrets.

VII. Third Party Liability Statement

Please note that your counterparty in the transaction, you access the web site of any third party operators, through the services we provide to any third party (such as our application service provided by a third party) and by Dowsure receiving your personal data to third parties may have their own privacy agreement. In your use of the related services provided by a third party, for the performance of the applicable laws and regulations or regulatory requirements (such as the system management, anti-money laundering, risk prevention measures, investor suitability management, etc.) the obligations, the third party service provider will be in the user service agreement and/or personal privacy protection clearly stipulated in the agreement, for the performance of the relevant legal obligations, The third party service providers need to collect your personal information. For specific types and purposes of information collection, please read the user service Agreement and/or personal privacy protection agreement of the third party service provider carefully when using the services provided by the relevant third party.

When you browse a web page created by a third party or use an application developed by a third party, these third parties may place their own cookies or pixel markers, which are not bound by this Agreement. We will make commercially reasonable efforts to require these entities take measures to protect your personal data, but we cannot guarantee that these entities must, in accordance with our request to take protective measures. Please directly contact with these entities, in order to understand the details of the privacy agreement. If you found these third parties to create web pages or the development of the application of the risk of any suggest you stop using, to protect the legitimate rights and interests of you.

VIII. How We Protect Minors' Information

If you are aged under 18 one full year of life, is not our service target audience, you should not register Dowsure account and use our services. Considering the age, we are unable to identify visitors have any minors without their parents or guardian agree to provide us with personal information, under the condition of their parents or guardians by article 10 of the provisions of this agreement stipulated in the "Contact Us" the way to contact us, so that we can remove such information. We have neither the intention nor attempt to collect information from minors.

IX. Application and Amendment of this Agreement

Unless the service that has its own individual privacy protection agreement or related, there are special provisions in the user service agreement or the agreement applies to all services Dowsure.

If you have the following major changes, we can update this agreement:

- (1) we will have the basic conditions change, such as: caused by any mergers, acquisitions and reorganization of ownership change;
- (2) the scope of collection, storage and use of personal data, the purpose and rules change;
- (3) changes in the object, scope and purpose of disclosure of personal data;
- (4) changes in the way you access and manage your personal data;
- (5) changes in data security capabilities and information security risks;
- (6) changes to the channels and mechanisms for users' inquiries and complaints, as well as external dispute settlement bodies and their contact details;
- (7) Other changes that may have a significant impact on your personal data rights and interests.

If the Agreement is updated, due to our large number of users, we will notify you via push notification of the application, email/SMS or announcement on our official website. In order to enable you to receive such notifications in a timely manner, it is recommended that you notify us as soon as your contact information is updated. If you continue to use the relevant Services after the update of this Agreement becomes effective, you will be deemed to have fully read, understood and accepted the updated Agreement and are willing to be bound by it.

You can view the Agreement on the homepage of our official website (link address: https://www.dowsure.com/).

X. Contact Us

We have established the Data Privacy Security Group (hereinafter referred to as the "Privacy Security Group"). If you have any questions about this Agreement or any complaints or comments on the handling of personal information, please contact us through online customer service (wechat ID: dowsure888), and the customer service department together with the privacy security team will reply to you in time. We may need to verify your identity and credentials to protect the security of your information. We have established a customer complaint management mechanism, including a tracking process. Under normal circumstances, we will complete the processing within three working days after the verification is completed. In exceptional circumstances, we will reply to you within no more than 30 days or other period stipulated by laws and regulations. If you are not satisfied with our response, you may file a complaint with the Consumer Protection Bureau or file a lawsuit with the court with jurisdiction in the place where Dowsure is domicile.

XI. Definitions of Key Terms Used in this Agreement



In this Agreement, "Identifying Elements" means the information we use to verify your identity, such as your account login name, password, SMS verification code, phone number, mobile phone number, ID number and biometric information (such as fingerprint and face information).