

SHIELD Trust Certification Official Rules

The SHIELD Trust Certificate is the first of its kind – an independent non-sponsored certification program that recognizes the trailblazers setting standards for trust and transparency.

SHIELD Trust Certificate recipients have undergone the SHIELD Trust Check, which assesses the key metrics impacting user and investor trust in organizations, platforms, apps, and services. The Trust Check's suite of measurements paint a holistic picture of how trustworthy these are, providing key metrics addressing issues such as the proportion of genuine fake accounts and users on a platform, and the frequency at which malicious tools are used by fraudsters.

SHIELD uses proprietary data to benchmark applicants' results against peers in their respective industries. Organizations that exceed industry standards will be eligible to receive the SHIELD Trust Certificate. The terms of the Official Rules are binding. Void where prohibited or restricted by law.

Eligibility and Requirements. The SHIELD Trust Certification is open to any organization who has operated an online business on a mobile app or website for at least six months prior to its application for the SHIELD Trust Check, and serves an Asian market. For the purposes of the certification process, "Applicant" is defined as the company, person and/or representative submitting the online application.

How to Enter. Submit an application on the website during the application dates.

Certification Benefits:

- SHIELD will provide the appropriate logo and usage rights for the certification granted.
 Certified applicants must abide by the appropriate logo usage guidelines.
- SHIELD Trust Certificate
- SHIELD Symbol of Trust
- SHIELD Trust Report

Privacy Statement: The privacy statement below only applies to the collection, use and storage of your data for the purpose of the SHIELD Trust Certification process. In order to participate in the SHIELD Trust Certification process, this information from the SHIELD Trust Check is required. By participating in the SHIELD Trust Certification process, the Applicant consents to SHIELD running the SHIELD Trust Check on its platform. All decisions regarding the SHIELD Trust Certificate are final. By submitting information in the application, Applicant consents to the Data being processed and used for the specific purpose set forth below:

WHAT DATA DO WE COLLECT AS PART OF THE SHIELD TRUST CHECK?



The data outlined below is not aimed at personally identifying a User, but at detecting and grouping passive behaviour patterns that may be fraudulent.

- Passive Biometric Data. We collect information about your passive behaviour in Merchant's Platforms, for example how your cursor moves, the amount of words per minute you type on the e-commerce platform/mobile app, the number of mouse clicks, the number and pressure of finger swipes.
- Device Information. This includes browser information, operating systems and
 connection attributes of the device you use to connect to Merchant's e-commerce
 platform or mobile app. Other than the permissions granted by User to the Merchant,
 SHIELD does not request additional permissions from the User to perform the
 purpose of detecting fraud in Merchant's Platforms.
- Shopping Cart Information. We may collect information that you submit on
 Merchant's Platforms, such as the amount, description and price of items that you
 buy, and shipping information, which may include your name, shipping address and
 e-mail address.
- User Information. We may collect information of your current and past activity at the Merchant's Platform such as the number of previous orders, the number of times you interact with Merchant's Platform and basic information about your Customer Account at Merchant's Platform should you have one.
- Payment Information. We may collect basic payment information that you submit on Merchant's Platforms to perform a payment online, such as the type of payment method that you choose on Merchant's Platform, and basic billing information.
 SHIELD does not collect your full credit card number, should you choose this method to perform the payment online.
- Geolocation Information. Provided you have given Merchant permission on the Merchant's Platform, we collect your geo-location. Should you be using the



Merchant's e-commerce platform, we will collect an approximate of your geolocation based on your IP Address.

- Aggregated Data. We may verify the data outline above using third-party online resources such as search engines, social networks and mapping services, which are all available to the general public.
- Cookies. The Merchant website assigns a small piece of information to your browser whenever you interact with the Merchant's Platform. This small piece of information is called a "cookie". When a User browses the Merchant's Platform, Merchant may send us the "session cookie" to help us enhance the accuracy of fraud detection. This "session cookie" will be deleted once the User closes its browsing session.

If you are a data subject in the EEA, you will be able to disable the cookies from the small pop- out window that appears on your screen every time you browse the Merchant's Platform. If you are an individual outside the EEA, you can make use of your browser and device settings to modify the cookies' policies.

 Special Categories of Personal Data. SHIELD does not collect information that may be classified as Special Category under Article 9 of GDPR.

HOW DO WE COLLECT THE DATA FOR THE SHIELD TRUST CHECK?

The data outlined above is collected in the following cases:

- When User interacts with Applicant's Platforms, granting consent for this information to be collected as per Applicant's own Privacy Policy to perform the contract between User and Applicant.
- When User conducts a payment online or performs Online Activity at Applicant's
 Platforms, granting consent for this information to be collected as per Applicant's own
 Privacy Policy and Terms and Conditions.



Alibaba Cloud

When information was made available by user on publicly available platforms, such
as search engines, granting consent for this information to be available as per the
platform's own Privacy Policy.

The Data may be shared within SHIELD including, promotional purpose through SHIELD marketing and will be shared with third parties directly related to the Certification as detailed in the next point.

STORING DATA FROM THE SHIELD TRUST CHECK AS A PROCESSOR & SUBPROCESSOR

SHIELD may at its sole discretion and with the approval of Applicants choose a subprocessor to store the data collected. SHIELD ensures that subprocessors treats data and ensures its security and integrity with the same standards as SHIELD, and that subprocessor complies with all data protection policies, including EU GDPR.

SHIELD has assigned the following companies as subprocessors, for the sole purpose of data storage for the certification:

- Amazon Web Services (AWS)
 You are encouraged to check <u>AWS Privacy Terms and Compliance Certifications</u>.
- You are encouraged to check Alibaba Cloud Privacy Terms and Compliance

Certifications.

SHIELD may disclose Data to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.

SHIELD retains data collected for as long as needed to provide the outlined purpose in this Privacy Statement in full compliance with applicable regulations. Should the current legislation grant you the right to delete your data and should you exercise it, please note that we may retain certain information required by law or by compliance with the online payments industry, even if the rest of your information is deleted. The deletion of your data in SHIELD System may interfere with SHIELD's ability of detecting fraud in your subsequent online activities at Merchant's Platforms. Please send your questions regarding the rights over your data granted by your country's data protection policy to legal@shield.com. In such case, we may request you to provide us with additional personal data for the purpose of verifying your identity.



Data is collected and processed with appropriate security following applicable data privacy and protection laws/regulations.

SHIELD's full Privacy Policy is incorporated into these Official Rules.

If Applicant needs to correct information or obtain a copy of the information submitted, Applicant may send a verifiable request to legal@shield.com. If Applicant resides in the European Union and requests access to or deletion of submitted information, send requests to legal@shield.com and SHIELD will follow GDPR regulations. A request for deletion of submitted information will render that entry ineligible for the certificate as SHIELD requires certain information to process and retain certification applications.

If Applicant is entering personal information on behalf of anyone other than themselves, they represent that they are authorized to complete the certification application and that the information provided is accurate. Applicant agrees to be solely liable for damages as a result of any information provided. Applicant agrees to indemnify and hold harmless SHIELD, its officers, directors, employees, agents and affiliates from all liability, damages, judgments and costs (including reasonable attorneys' fees) for any claims brought by or on behalf of any third party arising from conduct, misconduct or negligence in completing a certificate entry on another's behalf.

Rights Granted to SHIELD:

- SHIELD reserves the exclusive right to interpret all conditions regarding the certification
 without claim for damage or recourse of any kind. Except where prohibited and subject
 to confidentiality limitations, by entering the certification, Applicant agrees that SHIELD
 may use information submitted through the application process (excluding PII), including
 but not limited to company name, detailed description of company/product, product
 name, website ("Submission Features") throughout the world, in perpetuity, in any media,
 without limitation or compensation to Applicant.
- By participating in the SHIELD Trust Certification process, Applicant waives
 privacy/publicity rights and other legal or moral rights that might preclude SHIELD's use
 of the Submission Features, and Applicant agrees not to sue or assert any claim against
 SHIELD relating to their use of the Submission Features.

Restrictions and Additional Information: By entering, Applicant agrees to abide by these Official Rules and the decisions of SHIELD which will be final and binding on all matters relating to the certification. By entering, Applicants agree to waive any right to claim ambiguity or error in these Official Rules.

i. Employees of SHIELD, its subsidiaries, sales representatives, advertising, promotion and all other service agencies involved with design, execution or fulfillment of the SHIELD certification process, and members of the immediate families (defined for these purposes as parents,



children, siblings, spouse and domestic partners) or households (whether related or not) of any of the above are not eligible to participate.

ii. SHIELD and its, officers, directors, agents and employees are not responsible or liable for: (1) garbled, illegible, incomplete, damaged, misdirected, late, lost or failed entries; (2) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (3) errors or delays in transmission; (4) any condition caused by events beyond the control of SHIELD which may cause the SHIELD Trust Certification process to be disrupted or corrupted; (5) any losses or damages caused by participation in certification or acceptance or use of the prize; or (6) any printing or typographical errors in any materials associated with the SHIELD Trust Certification.

iii. SHIELD reserves the right to limit, restrict, or disqualify participation in the SHIELD Trust Certificate at any time for any reason. Specifically, SHIELD may prohibit Applicant from participating, in its sole discretion, if Applicant fails to follow the Official Rules or act: (a) in a manner it determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant or SHIELD; in a manner that endangers the safety or well-being of any person; or (c) in any other disruptive manner. SHIELD decisions are final and binding.

iv. SHIELD reserves the right to rescind any certificate granted to Applicants who have misrepresented their application.

Disputes and Governing Law: By participating, Applicant permanently and irrevocably releases, indemnifies, and holds harmless, SHIELD and its officers, directors, employees, partners, agents, contractors and all others associated with the development and execution of Program ("SHIELD Indemnified Parties") from and against any injury, loss, damages or costs incurred by SHIELD Indemnified Parties, including court costs and reasonable attorney's fees, caused or claimed to be caused by Applicant's participation in the SHIELD Trust Certification and/or the acceptance, awarding, receipt, use and/or misuse of the certificate, including without limitation intellectual property disputes, personal injury, death, and/or property damage. Applicant agrees that SHIELD is not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to certification. In the event that the preceding release and indemnity clauses are determined by a court of competent jurisdiction to be invalid or void for any reason, Applicant agrees that, by entering the SHIELD Trust Certification, (i) any and all disputes, claims, and causes of action in connection with the certificate, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the certification process, but in no event attorney's fees; and (iii) Applicant hereby waives all rights to claim, indirect, punitive, incidental, special, exemplary or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. Applicant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of SHIELD or Applicant in connection with the certification, shall be governed by the laws of Singapore,



without giving effect to any choice of law or conflict of law rules. Applicant consent to the exclusive jurisdiction of the courts in Singapore.