

PHILCOIN and PHILChat Privacy Policy

This Privacy Policy describes how PHILCOIN and PHILChat uses and protects any information that you might give PHILCOIN, which includes the Web site located at www.philcoin.io (the "Site") and all PHILChat mobile phone applications ("Mobile".)

www.philcoin.io Website Privacy Policy

PHILCOIN is committed to ensuring that your privacy is protected. Should we ever ask you to provide any information by which you can be identified when using our website, then you can be assured that it will only be used in accordance with this privacy statement.

PHILCOIN may change this policy from time to time by updating this page. You should check this page regularly to ensure that you are happy with any changes. This policy is effective from 01st December 2021.

What are cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a

particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

How we use cookies

We use traffic log cookies to identify which pages are being used. This helps us analyze data about webpage traffic and improve our website in order to adapt it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system. Overall, cookies help us to provide you with a better website experience, by enabling us to monitor which pages you find useful and which you do not.

A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Our website might contain links to other websites. However, once you have used these links to leave our site, you should note that we do not have any control over 3rd party website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such

sites which are not governed by this privacy statement. You should refer to the privacy statement applicable to the 3rd party website that you visit.

Controlling your personal information

We will not sell, distribute or lease your personal information to third parties unless required by law to do so. We may use your personal information to send you promotional information about our offers which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you (e.g. under UK Data Protection Act 1998). A small fee will be payable. If you would like a copy of the information held on you please use our Contact page.

If you believe that any information we are holding on you is incorrect or incomplete, please email us as soon as possible, at the above Contact page. We will correct any information found to be incorrect.

PHILApp and PHILChat iOS and Android Applications Privacy Policy

LICENSED APPLICATION END USER LICENSE AGREEMENT

Philcoin Charitable Fund. ("PhilApp", "PHILChat" or "we" or "us" or "our" or other similar pronouns) offers users with mobile devices ("You") calling and text messages services ("Services") transacted through a licensed application ("Licensed Application") for mobile devices. Our Licensed Application is licensed, not sold, to You for use only under the terms of this license, unless a product or service is accompanied by a separate license agreement, in which case the terms of that separate license agreement will govern, subject to Your prior acceptance of that separate license agreement. We reserve all rights not expressly granted to You.

1. Scope of License

This license granted to You for our Licensed Application is limited to a non-transferable license to use the Licensed Application on any mobile device that You own or control and as permitted by the Usage Rules set forth in our Terms and Conditions (the "Usage Rules"). This license does not allow You to use the Licensed Application on any mobile device that You do not own or control, and You may not distribute or make the Licensed Application available over a network where it could be used by multiple mobile devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of,

modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application). Any attempt to do so is a violation of our rights. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by us that replace and/or supplement our Services, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

2. Consent to Use of Data

You agree that we may collect and use technical data and related information, including but not limited to technical information about Your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Licensed Application. We may use this information, as long as it is in a form that does not personally identify You, to improve our Services offered to You (for further information on our privacy policy click [here](#)).

3. Termination

The license is effective until terminated by You or us. We will terminate your rights under this license without notice if You fail to comply with any term(s)

of this license. Upon termination of the license, You shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

4. Services

In the course of using the Licensed Application You may encounter content that may be deemed offensive, indecent, or objectionable. Nevertheless, You agree to use our Services at Your sole risk and we shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable. You agree not to not exploit the Services in any unauthorized way whatsoever, including but not limited to, trespass or burdening network capacity. You further agree not to use our Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that we are not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using our Services. We make no representation that our Services are available for use in any particular location. To the extent You choose to access our Services, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. We reserve the right to change, suspend, remove, or disable access to our Services at any time without notice. In no event will we be liable for the removal of or disabling of access to our Services. We may also impose limits on the use of or access to our Services, in any case and without notice or liability.

5. NO WARRANTY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION AND SERVICES OR THAT THE LICENSED APPLICATION AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES CAUSE ANY DEFECTS, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

6. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall our total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

7. Notice and Take Down Procedures; Copyright Agent

We respect the intellectual property rights of others, and require that the people who use the Site, Services and Licensed Application do the same. If You believe that any materials accessible on or from the Site, Services and Licensed Application infringes on Your copyright, You may request the removal of those materials (or access thereto) by contacting our copyright agent. Please go to the DMCA notification page to review our DMCA notification guidelines and procedures – PHILCOIN (PHILApp and PHILChat) DMCA POLICY.

8. Jurisdiction

The laws of the Republic of Armenia, excluding its conflicts of law rules, govern this license and your use of the Licensed Application. You expressly agree that the courts in the Republic of Armenia have exclusive jurisdiction over any claim or dispute with PHILApp and PHILChat or relating in any way to your use of the Licensed Application. Your use of the Licensed Application may also be subject to other local, state, national, or international laws.

PHILCOIN DMCA POLICY

PHILCOIN has adopted the following procedures to respond to alleged copyright infringement in accordance with the Digital Millennium Copyright Act. The address of our designated agent to receive notification of infringement ("Designated Agent") is listed at the end of this policy. It is PHILCOIN's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

A. How to Report Copyright Infringement:

If you believe that material or content residing on or accessible through the Service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- Identification of works or materials being infringed;
- Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence;
- Contact information about the copyright owner including address, telephone number and, if available, e-mail address. If you are not the owner of the copyright that has been allegedly infringed, please describe your relationship to the copyright owner;
- A statement that you have a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
- A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

B. Upon Notification to the Designated Agent:

It is our policy:

- to remove or disable access to the infringing material;
- to notify the content provider, member or user that it has removed or disabled access to the material; and
- that repeat offenders will have the infringing material removed from the system and that we

will terminate such content provider's, member's or user's access to the Service.

C. Counter-Notice By Content Provider:

If the content provider, member or user believes that the material that was removed or to which access was disabled is either not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

- A physical or electronic signature of the content provider, member or user;
- Identification of the material that has been removed or to which access to has been disabled and the location at which the material appeared before it was removed or disabled;
- A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
- Content provider's, member's or user's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or if the content provider's, member's or user's address is located outside the United States, for any judicial district in which PHILCOIN is located, and that such person or entity will accept service of process

from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 14 business days or more after receipt of the counter-notice, solely at our discretion. Please contact our Designated Agent at the following address: DMCA Complaints - PhilCoin Charitable Fund | 475 E. Main Street #154 | Cartersville, GA 30121, United States. You hereby acknowledge that if you fail to comply with the requirements set forth above, your DMCA notice may not be valid.

Contacts Sync. in PHILChat

During installation PHILChat app requests access to phone contacts to make it more convenient for use. If the permission is granted, the app will sync native contacts into App contacts, so that users can easily invite other users to join the app. It is also uploading contacts without names to the server temporarily to match with other app users. If the permission is declined, the app is still usable. You can still invite your friends from "Invite Friends" share via functionality and communicate with other app users directly typing their PHILChat numbers in the Chat tab search or Dial Pad.

Information Collection and Use

For a better experience, while using our Service, we may require you to provide us with certain personally identifiable information, including but not limited to images and documents uploading. The information that we request will be retained by us and used as described in this privacy policy.

If the users is sending a file or media, it is encrypted, loaded to a temp location, which is private space per user on our servers, and then the encrypted path is shared with the recipient. Only the sender and recipient can view the file in readable format, in between it is encrypted and unreadable. So it is user A -encrypted sent to user A repository on our servers - encrypted path shared with users B, user B downloads it and decrypt on user B device.