

Pathearn Software Solution

Terms of Use

1. Definition of Terms

- a. **“We”** or **“VMobile”** means “VMobile” AD a joint stock company incorporated and existing under the laws of Bulgaria with registered office at 5 Rezbarska St. BG-1510 Sofia;
- b. **“You”** and **“Your”** refers to the user of Pathearn;
- c. **“Pathearn”** is a software solution for gathering of data for vehicles, IoT devices and multiple moving and stationary objects, for the needs of data consumers in a distribution ecosystem. The solution is being migrated over a blockchain protocol to enhance secure and transparent monetization of the relevant user-generated data. “Pathearn” is also used with the meaning ascribed to the Platform and/or the Application, where appropriate;
- d. **“Platform”** means the Pathearn web based software platform at <https://pathearn.ai/>;
- e. **“Application”** means the Pathearn mobile software application using Android and iOS operating systems and available for free download in the online stores GooglePlay and Apple Store, as well as at <https://pathearn.ai/>;
- f. **“PTRN”** means crypto tokens with the same or different designation that will run natively on the Ethereum blockchain with ERC-20 and will have 18 decimals. PTRNs will be used to facilitate the sale, purchase, and exchange of data on the Platform and will be exchangeable for points collected by using Pathearn.

2. Using Pathearn

Pathearn uses video stream (without video recording or transmission) from Your device camera and/or from a CCTV camera(s) to capture images in real time. Depending on the speed at which Your device moves, the auto zoom in/out function is activated in order to recognize more objects. When using Pathearn with installed static CCTV camera(s) objects are captured when passed through the camera(s). In case Pathearn identifies unique vehicle attributes like license plate (and in the future also make, model, etc.) it automatically creates a record including GPS coordinates and time stamp. All records of the specific object are analysed by an algorithm and the record with the highest accuracy is chosen and transmitted to the Pathearn cloud database.

3. Benefits for Pathearn Users.

By using Pathearn You can acquire points for capturing and transmitting verifiable geolocation data on surrounding vehicles to Us. You may generate points by simply using Pathearn on Your device(s) equipped with camera(s) or by installing camera(s) and using the Platform. Once a new record enters the platform, a record verification process starts. The verification process lasts up to one hour after which one point is added to the user account per each successfully identified object. You can access the accumulated points via the Application as well as via the Platform. In the history section of the Application and the Platform, You can see chronologically the last 100 records (redacted) which can also be visualized on the map. The collected points will be exchanged for PTRN and after a successful PTRN ICO, the respective value of PTRNs will be generated automatically instead of points.

A strict limit of 300 000 000 PTRN tokens will be created, never to be increased. Half of the PTRNs will be minted initially and scheduled for distribution by Us to structure the Pathearn ecosystem while

the other half will be reserved for mining by the users of the Application and the Platform. Owners of PTRNs will be able to list them on any exchange supporting the ERC-20 standard. Supply and demand for data stored inside the Platform will be the two fundamental forces that will set the intrinsic value of PTRN while the starting mining difficulty will be based on the amount of PTRNs purchased by the initial consumers.

4. Use, Registration and Account

In order to be able to use Pathearn, You must first register to the Application or the Platform. The user can access Pathearn by registering via email and password. You are responsible for unauthorized access to your account and for installation of the Application only to devices that belong to You. Passwords and other information for access and use of Pathearn and points or PTRN must not be provided to third parties. You can also use Pathearn as a guest without registration in the Application, however, when You need to use the gathered points You should either use the account of a registered person or register yourself to Pathearn on the same device and transfer the points to the respective account. On the Platform you cannot register as a guest.

VMobile may not be held responsible in any event when You have provided incorrect information on Your e-mail address or Your inability to access the provided e-mail inbox.

We keep Your account data as a user for as long as it exists. An account that has not been used at all for 48 months and/or has no accumulated points/PTRNs would be deleted and the data on it not stored. By registering or using Pathearn You agree to these Terms of Use and provide certain minimum of personal data. Personal data will be processed in compliance with the requirements of the European Union and Bulgarian legislation in force and in strict compliance with appropriate technical and organizational measures. With this respect You should read the Privacy Notice of Pathearn and give consent to the processing of Your location data as provided in the Application and on the Platform. Without the use of this personal data, we will not be able to give You the opportunity to use Pathearn, so it is crucial that you are informed about the processing and express Your consent.

You have the right to delete Your personal profile at any time by following the instructions in Pathearn.

You have the right to terminate the contract under these Terms of Use at any time by deleting Your personal profile from the Platform and/or uninstalling the Application from Your devices, thereby terminating the use of Pathearn.

5. Copyright

The software that ensures the operation of Pathearn, including design, code, databases, text, drawings, graphics, sketches and any other information or elements, is subject to copyright within the meaning of Bulgaria's Copyright and Related Rights Act that belongs to Us. No part of the copyright protected objects may be reproduced, translated, modified or used in any way without the prior express written consent of VMobile.

Any unauthorized use, reproduction, distribution, modification, etc. of part or all of the content of the protected objects is prohibited, constitutes an infringement and will be prosecuted in accordance with the law.

6. Software Updates and Changes to the Terms of Use.

We may, at our sole discretion, modify these Terms of Use and/or the Privacy Notice, with proper advance notification to You given through the Application and/or your account in the Platform. Any such modification will be effective from the date stated therein. Your continued use of Pathearn following the effective date of such modification shall constitute Your acceptance of these modified Terms of Use and/or Privacy Notice.

We may from time to time provide updates or upgrades to Pathearn but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to You.

7. Data processing

Your data processed by VMobile is thoroughly described in our Privacy Notice, along with all rights You have with this respect.

The purpose of this clause is to address the sole third party data processing scenario in which You are involved using Pathearn (as described in section 2 hereabove). Pathearn is automatically sending to the VMobile's cloud database and in an encrypted channel vehicle registration plates, GPS coordinates, current time and cropped photo of the registration plates (the "**Data**"). The collected Data is not stored or displayed on Your device(s) and/or on Your installed camera(s) and is no visible for You in any way. Such Data collection is a consequence of the use of Pathearn where all data protection obligations are subject to the responsibility of VMobile, as well as the relationship between VMobile and the respective application provider. The Data received by Your use of Pahtearn and Your collection of points is sent in a pseudonymized form to VMobile. The Data collection (as a data processing activity) is not within Your control and therefore you are not obliged to undertake any measures to protect such collection and/or to assist VMobile in any way with this matter (e.g., in answering data subjects request, in data breach cases, etc.).

Under these Terms of Use You do not collect, record, organize, structure, store, adapt, alter, retrieve, consult, use, disclose by transmission, disseminate or otherwise make available, align or combine, restrict, erase or destruct the Data in any way nor do you replace VMobile in any or part of these activities.

The collection of the Data is based on a Data Protection Impact Assessment ("**DPIA**") conducted by VMobile (consolidated version of the DPIA to be found here) and occurs entirely according to our instructions embedded in the functionalities of Pahtearn.

Note: *These Terms of Use are in compliance with all applicable EU and national legislations of the Member States to which they apply as well as with the applicable Turkish legislation.*