

APYSwap

(Hereinafter referred to as "the Company",
"We," "Us", "Our")

<https://www.apyswap.com/>

(Hereinafter referred to as "the Website")

TERMS AND CONDITIONS

Please read these Terms of Use ("Terms", "Terms and Conditions") carefully before accessing, browsing, creating a Vault, or using the Website or the Platform (*hereinafter collectively referred to interchangeably as the "Website" or "Platform"*), and/or using the Company's services, patents and/or trademarks. Your access to and use of the Website and our Services is conditioned on your acceptance of and compliance with these Terms.

These Terms apply to all Visitors, Users and others who access or use the Website, participate in any way in our Services or any other ancillary and/or connected trademarks. By accessing or using the Website you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Website or participate in our Services. Your continued access or use of the Website and/or Services shall be deemed as conclusive acceptance of these Terms.

By using Services from the Company, you acknowledge and agree to be bound by the following Terms, which, together with the Company's Privacy & GDPR Policy, Disclaimers and Cookies Policy, govern the Company's relationship with you in relation to our Website and our practices.

1. Definitions

1.1. The definitions and rules of interpretation in this clause apply in this Agreement

"Business" Means the continual provisions
of the Services

"Communication" Means communication by means
of electronic transmission (*e-mail*)

"Digital Currency/Currencies" A form of digital or virtual
currency secured by
cryptography



“Industry Standard Practice”

The Standard Business Practices
within the specific industry
within Singapore.

“Notice”

“Notice” shall mean an
instrument in writing for
Communication, unless
otherwise prescribed

“Order”, “Ordering”

means the process of purchasing
a Services of the Company

“Smart Contract”

A computer code agreement
conducted through the
blockchain and stored on an
immutable public database

Visitor(s), “User(s)”, “You”, “Your”

Means reference to any person or
legal entity using the Website
and/or the Services

2. Certain Defined Terms

2.1. **Clauses and Schedule Headings:** Clauses and Schedule headings do not affect the interpretation of these Terms.

2.2. **References to “Persons”:** A “Person” includes a natural person, a corporate or unincorporated body, whether or not having a separate legal personality.

2.3. **References to Laws:** A reference to a particular law is a reference to it as it is in force from time to time taking into account of any and all amendments, extensions, applications or re-enactment, and includes any subordinate legislation from time to time in force made under it.

2.4. **References to the Singular and Plural:** A reference to a particular law is a reference to it as it is in force from time to time taking into account of any amendment, extension, application or re-enactments and, include any subordinate legislation from time to time in force made under it.



3. Scope

3.1. The Company is situated in Singapore, providing Users with the option to partake in Services relating to the creation of a Vault, storage of Assets, claiming or Transferring their Assets or earn Rewards (Clause 5) in accordance with these Terms.

3.2. By using our Website, and/or creating a Vault you agree to be bound by our;

- 3.2.1. Terms and Conditions,
- 3.2.2. Disclaimer,
- 3.2.3. Privacy & GDPR Policy *and*,
- 3.2.4. Cookies Policy.

4. Use of the Website

4.1. The use of this Website is subject to the following terms;

4.1.1. All content is for general use only.

4.1.2. All content is subject to change without notice.

4.1.3. The Website may use cookies to monitor browsing preferences.

4.1.3.1. For further detail see our dedicated Privacy Policy.

4.2. You agree that you are at least 18 (*eighteen*) years old or represent that you are at least the age of majority in your country, state or province of residence to visit the Website.

4.2.1. If you are a minor, you must provide the Company with written consent from your dependants allowing you to use the Website.

4.3. Neither we nor any Third Party, provide any Warranty or Guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered in or on the Website for any particular purpose.

4.4. You acknowledge that such information and materials may contain inaccuracies or errors, and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

4.5. Your use of any information or materials on this Website is entirely at your own risk, for which we shall not be liable.

4.5.1. It shall be your own responsibility to ensure that any Services or information available through this Website meet your specific requirements.

4.6. This Website contains Material which may be either owned by or licensed to us.

4.6.1. This Material includes, but is not limited to, the Services, methodology, practices, design, layout, look, appearance and graphics.

4.6.1.1. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms.



- 4.7. All trademarks reproduced in this Website which is not the property of, or licensed to, the Company are acknowledged on the Website.
- 4.8. Unauthorised use of this Website or Services may give rise to a claim for damages and/or be a criminal offence.
- 4.9. You may not use our Services for any illegal or unauthorized purpose nor may you, in the use of our services, violate any laws in your jurisdiction, including but not limited to copyright laws.
- 4.10. We may need to change these Terms from time to time for a number of reasons, including to comply with applicable laws and regulations, and regulatory requirements.
- 4.10.1. All changes and updates will be published on the Website.
- 4.10.2. The most up to date Terms will be available on the Website.
- 4.10.3. If any change is unacceptable to you, you should cease using the Website and/or close your Vault.
- 4.10.4. If you continue to use the Website or Services after the date on which the changes to the Terms come into effect, you will be deemed to have accepted those changes.
- 4.11. The right to access and/or use the Website and Services may be illegal in certain countries.
- 4.11.1. You may not use our Services for any illegal or unauthorized purpose nor may you, in the use of our services, violate any laws in your jurisdiction, including but not limited to copyright laws.
- 4.11.2. You are responsible for determining whether your accessing and/or use of the Website is compliant with applicable laws in your jurisdiction and you warrant to us that the Services are not illegal in the territory where you reside.
- 4.12. By registering a Vault and participating in the Services, you hereby agree that the Company shall be entitled to conduct any and all such identification and other verification checks that we may require and/or are required by applicable laws and regulations and/or by the relevant regulatory authorities for use of the Website and our Services generally.
- 4.12.1. You agree to provide all such information as we require in connection with such verification checks. We shall be entitled to suspend or restrict your account in any manner that we may deem to be appropriate, until such time as the relevant checks are completed to our satisfaction.
- 4.12.1.1. Where a Vault is suspended, the relevant Vault holder should contact the Company.
- 4.13. If you require further assistance please contact us, we are committed to providing excellent customer service.



5. Services

5.1. Vaults

- 5.1.1. Vaults are Smart Contracts which Users can store their Assets (Clause 5.3), claim or transfer their Assets (Clause 5.6) or earn Rewards (Clause 5.5).
- 5.1.2. Users are required to create a Vault to engage in the Company Services.
- 5.1.3. Users can create a Vault by selecting “Create New Vault” by connecting their Metamask wallet.
- 5.1.4. Users must provide a valid and accurate Wallet Address to create a Vault.
- 5.1.5. Users are recommended at all times to use a secure, trusted device and connection within a private environment.
 - 5.1.5.1. Users should keep all Vault details private.
 - 5.1.5.1.1. It is the Users responsibility to maintain all required details of their Vault.
- 5.1.6. Users can Login to their Vault on the Company Website by selecting “Login” and following the prompted procedure.
 - 5.1.6.1. Users are recommended to only Login to their Vaults using a secure, trusted device and connection within a private environment.
- 5.1.7. Users Vaults will demonstrate:
 - 5.1.7.1. Stored Value,
 - 5.1.7.2. Locked Value,
 - 5.1.7.3. User Reward Share Percentage,
 - 5.1.7.4. Reward Availability *and*,
 - 5.1.7.5. Users Vault Address.
- 5.1.8. The Company, in no event or circumstance, will request for access to any Vault
- 5.1.9. The Company, in no event or circumstance, will be responsible for liable for any User or their Vault.

5.2. Security

- 5.2.1. Users are solely responsible for storing all Security aspects relating to their Vault.
- 5.2.2. Users must keep all Vault information secret and confidential as the User is solely responsible for all aspects of their Vault and all activities taking place within their Vault.



5.2.2.1. The User is solely responsible for storing all Security aspects relating to their Vault; should a User forget part or all of their Security, the Company cannot be held responsible.

5.2.3. The Company does not monitor any Vault.

5.2.3.1. The Company does not store any information relating to any Users Vault or Security.

5.2.3.1.1. The Company is not responsible and cannot be held liable for any lost, stolen, inaccessible Vaults, or otherwise.

5.2.4. Vault, Security information and any other sensitive data should never be sent to anyone and will never be requested by the Company.

5.2.4.1. The Company, in no event or circumstance, will request any Vault details from any User.

5.2.5. If at any time you feel a third party is aware of your Vault details or has access to your Vault, you should immediately take action.

5.2.6. The Company recommends all Users educate themselves in safe practice via the following external link: <https://www.consumer.ftc.gov/articles/how-avoid-scam>.

5.3. Assets

5.3.1. Assets are a form of Digital Currency

5.3.2. To deposit Assets in a User Vault, Users must select “Deposit” within their Vault and follow the prompted information and/or confirmation.

5.3.3. The type of Assets placed in the Vault may change from time-to-time and will be stated on the Website.

5.3.3.1.1. The Vault does not accept any other form of Asset which is not stated on the Website.

5.3.3.1.2. Do not attempt to send any other Asset not stipulated in these Terms, as it may result in a complete loss of Assets.

5.3.3.1.3. The Company reserve the right to change the list of accepted Assets and shall update such changes on the Website.

5.3.4. Emergency Withdrawal – The Company has procedures in place to remove the possibility of Users losing their assets, including non-supported assets, based upon on a grace period.

5.3.4.1. The Company has created this feature for the benefit of the User and this feature should not be relied upon or construed as a responsibility of the Company to cover any losts Assets, nor as a Services which the Company has an specific duty to provide.



5.3.5. The Company, in no event or circumstance, will request for any Assets from the User.

5.3.6. The Company does not monitor any User Assets.

5.4. Asset & Vault Functionality

5.4.1. Assets in the Users Vault can be Stored, Locked to Generate Rewards or Transferred.

5.4.2. Stored

5.4.2.1. Assets are automatically securely Stored in the Users Vault upon being received by the respective User Vault.

5.4.3. Lock Assets to Generate Rewards

5.4.3.1. Locked Assets generate Rewards only if the procedures set out within this subsection are followed.

5.4.3.2. Users can Lock their Assets in their Vault by selecting “Lock” in their Vault and inputting the amount of value.

5.4.3.3. Upon confirming the amount of value, Users will be prompted to select a ‘Lock Interval’ for the dedicated Locked Assets.

5.4.3.4. The ‘Lock Interval’ demonstrates:

5.4.3.4.1. Time frame,

5.4.3.4.2. Reward Percentage *and*,

5.4.3.4.3. Reward Amount.

5.4.3.5. Upon selecting Lock Interval, the User must select “Lock”.

5.4.3.5.1. *Your Assets now generate rewards!*

5.4.3.6. The User is required to follow all prompted information and/or confirmations.

5.4.3.7. The Company recommends that all Users confirm their Assets are correctly Locked in their Vaults to avoid losing out on rewards due to procedural or human errors.

5.4.3.8. The Company will handle all technical procedures relating to the Locking of Stored Assets.

5.5. Token Reward System

5.5.1. Locked Assets automatically generate Rewards.

5.5.1.1. Users may potential generate and earn large Rewards the longer they maintain their Locked Assets.



- 5.5.2. The User will receive Rewards in accordance with the Token Reward System visible on the Website.
- 5.5.3. Users can see their total Current Rewards available in the User Vault.
- 5.5.4. The Company, in no event or circumstance, will request for any Rewards from the User.
- 5.5.5. The Company reserve the right to withhold the Withdrawing of Rewards for any reasonable purpose, including security purposes, in which the User shall be promptly informed. The Company use its best endeavours to ensure the User is not negatively impacted.

5.6. Withdrawing, Claiming & Transferring Rewards

- 5.6.1. The User may withdraw their Reward by selecting the “Transfer Share to Address” option within the Users Vault.
- 5.6.2. Rewards can be Claimed or Transferred within the Company eco-system to any User Vault.
- 5.6.3. Claiming Rewards is time-sensitive,
 - 5.6.3.1. Users can view the availability/countdown timer of their respective Rewards in the User Vault.
- 5.6.4. Claiming or Transferring Assets from a Vault requires inputting accurate information of a Metamask Address.
- 5.6.5. All Transfers are final and irreversible.
 - 5.6.5.1. Users are recommended to double-check all details before embarking on a Transfer.
 - 5.6.5.2. Users are solely responsible for all Transfers. The Company is not responsible and cannot be held liable for any wrong, lost or stolen Transfers or otherwise.
- 5.6.6. The Company does not monitor any Transfers.
- 5.6.7. The Company reserve the right to withhold any Transfer for any reasonable purpose, including security purposes, in which the User shall be promptly informed. The Company use its best endeavours to ensure the User is not negatively impacted.

5.7. General

- 5.7.1. The Company provides a “Day” and “Night” feature intended purely for the User's aesthetic benefit.



5.7.2. The Services are provided “*as is*” and are not tailored for any specific individual.

5.7.3. The Company does not accept responsibility or liability where a User fails to meet an important deadline.

5.7.4. The User shall promptly notify the Company in writing if they believe, within reason, that the Services do not comply with the specification set out on the Website.

5.7.5. The Company, at its discretion, reserve the right to update, modify or edit any Services.

6. **Payment & Financial**

6.1. Prices displayed on our Website are in United States Dollars (USD).

6.2. Creating a Vault is free of charge.

6.3. Depositing, Withdrawing, Locking and Transferring Assets on the Platform is free of charge.

6.4. The Platform is fully automated and the User is solely responsible for providing accurate information.

6.4.1. The Company is not responsible and cannot be held liable for Users inputting incorrect information or conducting incorrect procedures.

6.5. The Company is not responsible for, and all Users are solely responsible for reporting to the tax and/or other relevant authorities in their respective jurisdiction.

6.6. In case you have any question, please feel free to reach out to our customer support before performing any interaction.

7. **Termination**

7.1. These Terms will remain in effect when the User refrains from using the Website and Vault.

8. **Refund Policy**

8.1. The User is not entitled to a refund unless otherwise stipulated in these Terms.

9. **Data Protection & Compliance**

9.1. The Company complies with applicable data protection laws (including the general regulation of the European Law 2016/679 and the EU GDPR rules in respect of the personal information you supply to us. All information is processed in accordance with our **Privacy and GDPR Policy**.

10. **Notices**



- 10.1. Any Notice given under these Terms shall be through e-mail or by sending a message on the Company telegram group; which are our only accepted official forms of communication with you.
- 10.1.1. If you choose to contact us via any other means, including physical mail, telephone or through our social media accounts, we may not be able to process your enquiry in a timely manner, or may not be able to process your enquiry at all.
- 10.1.1.1. As such, we will not be liable or held responsible for any damages that may arise for you from you failing to contact us via our accepted communication channel.
- 10.2. An e-mail Notice is deemed to have been received at the time of transmission before the end of the next Business Day,
- 10.2.1.1. All e-mail notices shall be sent to info@Apyswap.com
- 10.3. For contractual purposes, you
- 10.3.1. Consent to receive communications from the Company in an electronic form and,
- 10.3.2. You agree that all Terms, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing.
- 10.4. Any notice to be given under these Terms must be in writing, in English and may be served by e-mail or through the prescribed form.

11. **Complaints, Disputes**

- 11.1. Should any complaint, dispute, disagreement or claim (hereinafter known as the "Dispute") arise between the Parties concerning the Company, Services or these Terms, the parties shall try to resolve the dispute by negotiation.
- 11.1.1. Negotiation includes one party inviting the other, in writing, to attempt to resolve the dispute within 7 (seven) days from the date of the written invitation.
- 11.1.1.1. The meeting can be conducted in person or through any means of communication.
- 11.1.1.1.1. If the receiving Party is unable for reasonable reasons, they must contact and inform the other Party as soon as possible and attempt to arrange a date in the reasonable future.
- 11.2. In the event the negotiation does not resolve the matter, both Parties further agree to utilize an independent Arbitrator.
- 11.2.1. The findings of the Arbitrator shall be full, final and legally binding upon the Parties, rendered as if it were a decision in the courts of law of Singapore.
- 11.3. In the event the Arbitrator does not resolve the matter, both Parties agree that the matter should be settled in relevant courts within Singapore.



12. Liability

- 12.1. The Company does not accept any liability for any damages, liabilities or losses which are deemed or alleged to have arisen out of or in connection with the Website, its' content or the Services, including delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of the Website, its content, the Services or any errors or omissions.
- 12.2. The Company shall not be liable, in contract, tort, including negligence, or for breach of statutory duty or in any other way for any of the following, whether incurred directly or indirectly;
- 12.2.1. Loss of funds,
 - 12.2.2. Loss of Digital Assets,
 - 12.2.3. Loss of Rewards,
 - 12.2.4. Loss of profits,
 - 12.2.5. Loss of business,
 - 12.2.6. Loss of revenue,
 - 12.2.7. Loss of opportunity
 - 12.2.8. Loss of data,
 - 12.2.9. Loss of goodwill or reputation or,
 - 12.2.10. Any special, indirect or consequential losses, whether or not such losses were within the contemplation of the parties at the date of these Terms.
- 12.3. Nothing in these Terms shall exclude or limit the Company's liability for;
- 12.3.1. Death or personal injury caused by the Company's negligence,
 - 12.3.2. Fraud or fraudulent misrepresentation or,
 - 12.3.3. Any liability which cannot be excluded or limited under applicable law.

13. Privacy

- 13.1. The Company shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the Service, and the security of your Data. The Company shall not:
- 13.1.1. Disclose your Data except as compelled by Applicable Law or as you expressly authorize in writing or,
 - 13.1.2. Access your Data except to provide the Service and prevent or address service or technical problems, or at your express request in connection with customer support matters. In the event we are compelled by Applicable Law to disclose your Data, we will provide you with notice thereof, (in advance, if possible) if permitted by Applicable Law.
- 13.2. The Company may collect, use and disclose all such transactional and performance data for its business purposes (including software use optimization and product marketing) provided that such use does not reveal your identity, any of your confidential information or any personally identifiable information that belongs to you or your employees.



13.3. You retain all right, title and ownership interest in, and you are solely responsible for your Data and all uses of your Data that occur through the Services or your Vault.

13.4. The Company has no right, title or interest in any personally identifiable information contained in or related to your Data, unless otherwise stipulated in these Terms.

13.5. All Users are obliged to seek out, read and understand the separate Company, the Website **Privacy & GDPR Policy** and **Disclaimer**.

14. Warranties

14.1. The User warrants that they have sufficient permission to access the Website or participate in any Service provided by the Company.

14.2. The Company warrants that it shall provide the Services;

14.2.1. In accordance with the Terms set herein,

14.2.2. In a professional and workmanlike manner, with the degree of reasonable skill and care that is required by sound professional procedures and practices,

14.2.3. In accordance with any and all applicable laws, regulations and statute *and*,

14.2.4. In accordance with generally recognised commercial practices and standards.

14.3. The Company does not endorse or condone the opinions and views of any of its staff, employees, subcontractors, marketers or agents, nor shall they be considered the opinion, view or stance of the Company.

14.4. While the Company endeavours to ensure that the information on the Website is correct, the Company does not warrant the accuracy or completeness of the information and material on the Website.

14.5. The Website may contain typographical errors or other inaccuracies, or information that is out of date.

14.5.1. The Company is under no obligation to update such material.

14.6. The information and material on the Website are provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, express or implied warranties, conditions and other terms which but for these Terms might have effect in relation to the Website.

14.7. These Terms and the documents referred to in them set out the full extent of the Company’s obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services



which might otherwise be implied into these Terms or any collateral contract (whether by statute or otherwise) are hereby excluded.

14.8. THE COMPANY ATTEMPTS TO KEEP THE WEBSITE AND SERVICES ONLINE AND AVAILABLE, BUG-FREE, AND SAFE, BUT THE USER USES THEM AT THEIR OWN RISK. THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO ANY PART OF THE SERVICE, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, ERROR-FREE, OR SECURE. OPERATION OF THE SERVICE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. WE MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE REAL OR PERCEIVED VALUE OF ANY DIGITAL CURRENCY AS DENOMINATED IN ANY QUOTED CURRENCY. ALTHOUGH WE MAY PROVIDE HISTORICAL AND/OR REAL-TIME DATA REGARDING THE PRICE OF VIRTUAL CURRENCY, WE MAKE NO REPRESENTATIONS REGARDING THE QUALITY, SUITABILITY, TRUTH, USEFULNESS, ACCURACY, OR COMPLETENESS OF SUCH DATA, AND YOU SHOULD NOT RELY ON SUCH DATA FOR ANY REASON. YOU UNDERSTAND AND AGREE THAT THE VALUE OF VIRTUAL CURRENCY CAN BE VOLATILE, AND WE ARE NOT IN ANY WAY RESPONSIBLE OR LIABLE FOR ANY LOSSES YOU MAY INCUR BY HOLDING OR TRADING DIGITAL CURRENCIES, EVEN IF THE SERVICE IS DELAYED, SUSPENDED, OR INTERRUPTED FOR ANY REASON. FURTHER, WE MAKE NO REPRESENTATION OR WARRANTIES AS TO THE QUALITY, SUITABILITY, USEFULNESS, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY MATERIALS CONTAINED THEREIN. WE WILL MAKE REASONABLE EFFORTS TO ENSURE THAT ANY REQUESTS ARE PROCESSED IN A TIMELY MANNER, BUT WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING.

15. Indemnity

15.1. The User hereby agrees to indemnify, defend and hold harmless the Company and our affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, marketers, interns and employees, harmless from any claim or demand, including reasonable lawyer's fees, made by any third party due to or arising out of your:

15.1.1. Use of or inability to use the Website or Services

15.1.2. Violation of any terms of these Terms or your violation of any rights of a third party or,

15.1.3. Violation of any applicable laws, rules or regulations.



15.1.4. Breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

15.2. Users will indemnify the Company harmless from any and all claims or demands, including but not limited to reasonable lawyers' fees, made by any third party due to or arising out of Users breach of this agreement or violation of any law or the rights of any party.

15.3. The Company reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will offer complete cooperation with the Company in asserting any available defences.

16. **Disclaimer**

16.1. The Company does not general serve, or provide any guarantee, that any User will experience any successful increase in income or profit by using the Services.

16.2. The Company will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from:

16.2.1. You use or inability to use the Services,

16.2.2. The cost of procurement of substitute Services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service,

16.2.3. Unauthorized access to or alteration of your transmissions or data,

16.2.4. Ay acts, omissions, statements or other conduct of any user, or other third parties on the service *or*,

16.2.5. Any other matter relating to the Service.

16.2.5.1. If you are dissatisfied with any portion of the service or with these terms, your sole and exclusive remedy are to discontinue use of the Services.

16.3. The Company does not provide its' Users with legal advice regarding compliance, data privacy or other relevant Applicable Law in the jurisdictions in which you use the Services, and any statements made by the Company to you shall not constitute legal advice.

16.4. The User acknowledges that the Company exercises no control over your specific practices when using the Service or your decisions.

16.5. The User agrees and acknowledges that the Company does not have a direct relationship, partnership, affiliation or otherwise with them.

16.6. The Company hereby disclaims all liability and responsibility arising from the Users decisions.



16.7. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES, SOFTWARE, DOCUMENTATION, DELIVERABLES AND OTHER MATERIALS AND/OR SERVICES. THE COMPANY DOES NOT WARRANT THAT OPERATION OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.

16.8. EXCEPT FOR (I) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) A PARTY'S VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (III) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, OR (IV) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER WITH RESPECT TO THIS AGREEMENT IS LIMITED, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, TO THE FEES COLLECTED BY THE COMPANY FROM YOU PURSUANT TO THIS AGREEMENT IN THE SIX MONTHS PRECEDING THE EVENT FROM WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATIONS APPLY EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

17. **Security Breach**

17.1. Company Internal Breach: In the event of a security breach is discovery, the Company will:

17.1.1. Initiate remedial actions that are in compliance with applicable law and consistent with industry standards and,

17.1.2. Notify you of the security breach, its nature and scope, the remedial actions the Company will undertake, and the timeline within which the Company expects to remedy the breach.

17.2. User Side Breach: In the event of a security breach from the end of the User, the User shall have sole responsibility for initiating remedial actions and shall notify the Company immediately of the breach and steps you will take to remedy the breach.

17.2.1. The Company cannot be held responsible or liable for a User Side Breach.

18. **Restrictive Covenants**

18.1. The User shall not, and shall not agree to, and shall not authorize, encourage or permit any third party to:

18.1.1. Use the Services in any unlawful, exploitative, defamatory, harassing, abusive, fraudulent, obscene, threatening, abusive, hateful, malicious



- (including viruses, exploiting bugs, etc.), or otherwise objectionable, as reasonably determined by the Company,
- 18.1.2. Use the Service for any fraudulent or inappropriate purpose,
 - 18.1.3. Attempt to decipher, decompile, delete, alter or reverse engineer any of the Website or Services,
 - 18.1.4. Duplicate, make derivative works of, reproduce or exploit any part of the Website or Service without the express written permission of the Company,
 - 18.1.5. Use any robot, spider, other automated device, or manual process to monitor or copy or exploit the Services and Website, other than copying or exporting of the Data as contemplated in the documentation;
 - 18.1.6. Use the website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (*or is linked to*) any spyware, computer virus, Trojan Horse, worm, keystroke logger, Rootkit or other malicious computer software,
 - 18.1.7. Conduct any systematic or automated data collection activities (*including without limitation scraping, data mining, data extraction and data harvesting*) on or in relation to the Services or Website against the nature of the Services and Website *or*,
 - 18.1.8. Use data collected from our Website for any direct marketing activity (*including without limitation email marketing, SMS marketing, telemarketing and direct mailing*).

19. Intellectual Property Rights

- 19.1. The User must acknowledge and agree that the Website and Services that may contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by the Company or such applicable licensor, the User agrees not to alter, modify, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on the Company, any documents, Services or the Website, in whole or part.
- 19.2. You must acknowledge, understand and agree that all of the Companies, Website, Services, designs, trademarks, copyright, trade name, service marks, and other logos within the Website and any brand features, and/or the Service names are trademarks and as such, are and shall remain the property of the Company or the relevant third party. You must not to display and/or use in any manner the Company, the Website logo or marks from the Website without obtaining the Companies prior written consent.
- 19.3. Unless otherwise stated, the Company (*or its licensors*) own all Intellectual Property Rights in all Services, use of this Services are permitted only where expressly authorised by the Company as set out herein these Terms.
- 19.4. The User shall indemnify the Company against all damages, losses and expenses arising as a result of any action or claim that the information, documentation or materials the User provides infringes the Intellectual Property Rights of a third party.



- 19.5. Certain contents of the Website and Services are protected by international copyright laws and other intellectual property rights.
19.5.1. The owner of these rights is the Company, its affiliates or other third party licensors.
- 19.6. Certain Services and company names and logos mentioned on the Website are the trademarks, service marks or trading names of their respective owners, including the Company.
- 19.7. No part of the Website may be reproduced or stored, modified, copied, republished, uploaded, posted, transmitted or distributed, by any means or in any manner, or included in any other Website or any public or private electronic retrieval system or service including text, graphics, video, messages, code and/or software without our express prior written consent.
- 19.8. Any commercial use or exploitation of the Website or its content is strictly prohibited.

20. Confidentiality

- 20.1. Confidential Information for the purposes of this Agreement shall amount to any and all information transmitted to and from the Company. This includes the content in connection to Services and Website, any correspondence and any communications, sensitive information, personal information, User information, and all other information which a reasonable person would consider confidential and of value.
- 20.2. Unless otherwise stipulated in these Terms, the Company undertakes that it shall not at any time or for any purpose, divulge or communicate to any person, except to their professional representatives, external providers or advisers, or as may be required under this Agreement, by law or any legal or regulatory authority, any Confidential Information concerning the terms of this Agreement, the business or affairs of the other Party which may have (or may in future) come to their knowledge, and each of the Parties shall use their reasonable endeavours to prevent the publication or disclosure of any confidential information concerning or connected to such matters, unless otherwise stipulated herein.
- 20.3. Confidential Information may be disclosed by the Company to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.
- 20.4. The obligations set out in this Clause shall not apply to Confidential Information which the receiving party can demonstrate:
- 20.4.1. Is or has become publicly known other than through a breach of this clause,
- 20.4.2. Was in possession of the receiving party prior to disclosure by the other party,



20.4.3. Was received by the receiving party from an independent third party who has full right of disclosure,

20.4.4. Was independently developed by the receiving party or,

20.4.5. Was required to be disclosed by governmental authority.

21. No Prospectus

21.1. Nothing stated on the Website or in Terms is a prospectus nor a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction.

21.2. The Company makes no representation regarding the regulatory or legal status of any Digital Currency.

21.3. The Company will not make any attempt to register the Services under any legal or regulatory regime, nor is the Company aware of any review of under any regulatory authority in any jurisdiction.

21.4. Under no circumstances does the Website, these Terms or any other Material relating to the Company constitute a recommendation, advice or financial advice of any kind.

22. Prohibited Use

22.1. The following categories of practices are barred from using our Services ("Prohibited Businesses"). By opening a Vault, the User confirms that they will not use the Service to transact in connection with the following businesses, activities, practices, or items:

22.1.1. Operating as an unlicensed money transmitter, money service, payment service provider, e-money, or any other financial services business which requires licensure, including but not limited to exchanges of virtual currencies, sales of money orders or traveller's checks, and escrow services,

22.1.2. Counterfeit products or any product or service that infringes upon the copyright, trademark, or trade secrets of any third party,

22.1.3. Stolen goods,

22.1.4. Narcotics, controlled substances, prescription and pharmaceutical services, drug paraphernalia, or any substances designed to mimic illegal drugs,

22.1.5. Gambling, except where permitted by and with our prior written permission,

22.1.6. Sports forecasting or odds making,

22.1.7. Prostitution,



- 22.1.8. Violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same,
 - 22.1.9. Funding any of the items included on this Prohibited Businesses list,
 - 22.1.10. Extortion, blackmail, or efforts to induce unearned payments,
 - 22.1.11. Unlicensed sale of firearms and weapons,
 - 22.1.12. Deceptive marketing practices,
 - 22.1.13. Any business that violates any law, statute, ordinance or regulation,
 - 22.1.14. Acting in concert with others or through multiple accounts that you control in order to circumvent per account trading limits.
- 22.2. Users may not use their Vault or our Service to engage in the following categories of activity ("Prohibited Use"). Users confirm that they will not use your Vault to do any of the following:
- 22.2.1. Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a User (for example, those laws, rules, or regulations governing financial services, controlled substances, or consumer protections),
 - 22.2.2. Partake in a transaction which involves the proceeds of any unlawful activity,
 - 22.2.3. Partake in any transaction involving online gambling except where permitted and with our prior written permission,
 - 22.2.4. Defraud or attempt to defraud us or our Users,
 - 22.2.5. Infringe our or any third party's intellectual property,
 - 22.2.6. Provide false, inaccurate or misleading information,
 - 22.2.7. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information,
 - 22.2.8. Interfere with another individual's or entity's access to or use of any part of Service,
 - 22.2.9. Defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights of others,
 - 22.2.10. Publish, distribute or disseminate any unlawful material or information,
 - 22.2.11. Transmit or upload any viruses, Trojan horses, worms, or any other malicious programs,



22.2.12. Act as a payment intermediary or aggregator or otherwise resell our Services, unless authorized by us in writing.

23. Company Representations

- 23.1. The Company shall not be considered a financial institution or a bank.
- 23.2. Vaults are not insured by any other entity or insurance scheme, whether governmental or private.
- 23.3. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- 23.4. These Terms shall not be construed to waive rights that cannot be waived under applicable consumer protection laws or regulations including, without limitation, the state money transmission laws in the state where you are located.
- 23.5. The Company does not provide tax advice and the User agree that they will determine any tax implications associated with your use of, and any transactions you may make using, the Service.
- 23.5.1. The Company recommends that all Users should consult an accountant, lawyer or tax authorities in your jurisdiction to determine any tax consequences.

24. Risk Notice

- 24.1. The Users use of the Websites and Service, or any part thereof, is at their sole risk and the Company assumes no responsibility for any underlying transaction, reward, transfer, or otherwise as to engulf the full scope of the Services.
- 24.2. Digital Assets are historically more volatile relative to fiat currency and other assets and the unpredictability of the price of Digital Currencies relative to fiat currency may result in significant loss over a short period of time.
- 24.3. Digital Assets are not legal tender, are not backed by the government or a central bank and generally have no underlying assets, revenue stream, or other source of value tied to fiat currency or other assets.
- 24.4. Legislative and regulatory changes or actions within any jurisdiction or on international level may adversely affect the use, transfer, exchange, and value of Digital Currencies.
- 24.5. The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currency for Digital Currencies, which may result in the potential for permanent and total loss of value of a particular Digital Currency should the market for that Digital Currency disappear.
- 24.6. Some Digital Assets transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the User initiates the transaction.



- 24.7. Digital Assets ownership is often determined by a decentralized public ledger that associates an amount of Digital Currencies with a unique address defined by a public cryptographic key. A private cryptographic key is required to transfer Digital Currency from one address to another. Anyone with access to the private key associated with the address can transfer the associated Digital Currency.
- 24.8. Digital Assets transfers generally cannot be cancelled or reversed and the identity of the holder of the private key associated with any address can be difficult, if not impossible, to ascertain.
- 24.9. The nature of Digital Assets may lead to an increased risk of fraud or cyberattack.
- 24.10. Losses due to fraudulent or accidental transactions may not be recoverable. If you have a dispute with sellers or buyers, you agree to deal directly with them and hold the Company blameless in all disputes.
- 24.11. The nature of Digital Assets means that any technological difficulties experienced by the Company may prevent the access or use of a User's Digital Currency.
- 24.12. Interacting with the Platform and Digital Assets involve significant risks. You must consider carefully all applicable risks, and determine whether they are acceptable to you prior to engaging with the Services, without limitation, these risks include the following:
- 24.12.1. Partial or total loss of Digital Assets, or of any value attributed to Digital Assets.
 - 24.12.2. Collapse in liquidity with respect to a Digital Assets,
 - 24.12.3. Changes in the compatibility of a Digital Assets,
 - 24.12.4. Various forms of misconduct, including; market manipulation; trading Digital Assets on the basis of non-public information and front running,
 - 24.12.5. Failure of virtual assets transactions to be confirmed in a timely manner, or at all,
 - 24.12.6. Counterparty risk,
 - 24.12.7. Faults, defects, hacks, exploits, errors or unforeseen circumstances occurring in respect of the Protocol or the technologies on which the Protocol depends,
 - 24.12.8. Loss of private keys.
 - 24.12.9. Failure or non-availability on which the Company depends, including the Internet, and technological advancement rendering certain technologies obsolete,



24.12.10. Attacks on the Company or technologies on which the Company depends, including: distributed denial of service, sybil attacks, phishing, social engineering, hacking, smurfing, malware, double spending, majority-mining, consensus-based, other mining attacks, misinformation campaigns, forks and spoofing.

24.13. Using the internet has its own inherent risks.

24.14. The Company has certain requirements for security, but, no matter how strong the Security is, the User must ensure that their Vault credentials are secure.

24.14.1. If these are unsecure, people may compromise and take action on your Vault.

24.14.2. The Company assumes no responsibility for any losses resulting from the compromise of your Vault.

25. Use of the Website: Information and Content

25.1. Information accessed by the User on the Website is for the Users personal use only and the distribution or commercial exploitation of such information is strictly prohibited.

25.1.1. No warranty is given as to the uninterrupted provision of such information, its accuracy or as to the results obtained through its use. The information is not intended to amount to advice or recommendations and is provided for information purposes only. It should not be relied upon when placing bets/wagers, which are made at your own risk and discretion.

26. Use of the Website: User Equipment

26.1. The Users computer, mobile device and/or internet connection may affect the performance and/or operation of the Website and Services.

26.2. The Company does not guarantee that the Website will operate without faults or errors or that the Services will be provided without interruption.

26.3. The Company does not accept any liability for any failures or issues that arise due to the Users equipment, internet connection or the internet.

27. Use of the Website and Services: Fair Use

27.1. The Website and the Services may only be used for the purposes defined within these Terms.

27.2. The User must not use the Website or Services for the benefit of a third party or for any purpose which, in the Company's opinion, is illegal, defamatory, abusive or obscene, or which the Company considers discriminatory, fraudulent, dishonest or inappropriate.

27.3. The Company will seek criminal and contractual sanctions against any User involved in fraudulent, dishonest or criminal acts via or in connection with



the Website or the Company's products and the Company will notify the relevant authorities.

27.3.1. The User shall indemnify and shall be liable to pay to the Company, on-demand, all Claims arising directly or indirectly from the customer's fraudulent, dishonest or criminal act.

28. Use of the Website: General

28.1.1. For all Downloadables on the Website, the Company warrants that all reasonable efforts have been made that:

28.1.1.1. The Downloadables will not infringe any third party's intellectual property rights,

28.1.1.2. The operation of the Downloadables will be error-free or uninterrupted,

28.1.1.3. Any defects in the Downloadables will be corrected and,

28.1.1.4. The Downloadables are virus-free.

28.2. While the Company endeavours to ensure that the Website is available 24 hours a day, the Company shall not be liable if for any reason the Website is unavailable at any time or for any period.

28.2.1. We reserve the right to make changes or corrections to or to alter, suspend or discontinue any aspect of the Website and the content or Services available through it, including any Users access to it.

28.3. Users must not misuse the Website or Services by introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. In particular, Users must not access without authority, interfere with, damage or disrupt the Services, Website or any part of it; any equipment or network on which the Website is stored; any software used in connection with the provision of the Website; or any equipment, software or Website owned or used by a third party. Users must not attack our Website via a denial-of-service attack. The Company will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect a User's computer equipment, computer programs, data or other proprietary material due to the Users use of the Website, Services, to your downloading of any material posted on it, or on any Website linked to it.

28.4. The Company will not have any liability to the User or any third party in respect to any third-party software the User uses.

29. Use of the Website: Third-Party Content

29.1. The Company may receive external links, data, information, feeds, commentaries and content from a number of third parties. Certain third parties may require you to agree to additional terms and conditions governing their use. If you do not accept the relevant third party terms and conditions, do not use them.

29.2. The Company does not accept any liability in respect of any third party feeds, commentaries and content.



29.3. Where the Website contains links to third-party Websites and resources, these links are provided for your information only. The Company has no control over the content of these sites or resources and accepts no liability for them or for any loss or damage that may arise from your use of them. The inclusion of a link to a third-party Website does not constitute an endorsement of that third party's Website, product or services, if applicable.

30. **Use of the Website: Errors**

30.1. The Company will not be liable for any errors in respect of Services including where there is an Obvious Error on the Website, relevant to the Services or any other information or detail displayed.

30.2. Where an Obvious Error is identified the Company will make its best endeavours to rectify the issue as fast as possible.

31. **Third-Party Content & Websites**

31.1. The Website may contain external links, including Etherscan (<https://etherscan.io/>) or directed towards third party websites.

31.2. Unless expressly stated otherwise, links to such third party websites do not signify that the Company endorses the website(s) and/or is associated with such sites in any manner.

31.3. If a User decides to access linked third-party websites, the User hereby agree to do so at your own risk.

32. **Offers**

32.1. The Company may provide offers, promotions or deal from time to time.
32.1.1. Specific detail of each shall be made available on the Website.

32.2. All offers, promotions and deals are limited to one per Vault.

32.3. If the Company has reasonable grounds to suspect that a bonus or offer is being claimed by or for the benefit of the same Vault more than once or by a group of people, then the Company may withdraw the availability of any offer or all offers to that Vault, User or group of Users and/or void any offer and suspend the relevant Vaults.

32.4. The Company may, at any time, make minor amendments to the terms of any offer or promotion to correct typographical errors or to improve on clarity or customer experience and may cancel any offer or promotion for legal or regulatory reasons.

33. **Force Majeure**

33.1. The Company shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control including, without limitation, any network failures, power failures, failures in third party computer hardware or software, fire, lightning, explosion, flood, severe weather, industrial disputes or lock-outs, terrorist activity, war, global



pandemic, embargo, government requirements, global pandemic, national pandemic, global epidemic, national epidemic, civil or military authority and acts of government or other competent authorities. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance.

34. Language

34.1. These terms were originally written in English. In the event that these terms are translated into any other language, the translation shall be for review purposes only and have no legal effect.

35. Non-Transferrable & Assignment

35.1. The Company may, at the Company's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Services.

35.2. The Company will not voluntarily, or by operation of law, assign or otherwise transfer any other obligation under this Agreement without the prior written consent of the User.

36. Severability

36.1. In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

37. Survival

37.1. The provisions of these Terms that should, by their nature survive termination and/or expiration, shall and do survive such termination and/or expiration.

38. Amendments

38.1. The Company reserve the right, at our sole discretion, to update, change or replace any part of these Terms posting updates and changes to our website.

38.1.1. It is the Users responsibility to check these Terms periodically for changes.

38.1.2. The Users continued use of or access to our Website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

38.2. You should check these Terms from time to time to ensure that you are happy with any changes.

38.3. This policy is effective from April 2021.

39. Other Provisions



- 39.1. In no event will any delay, failure or omission, in whole or in part, in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under these Terms or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 39.2. The rights and remedies provided by these Terms are cumulative and, unless otherwise provided in these Terms, do not exclude any other rights or remedies available in law.
- 39.3. If any provision of these Terms is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.
- 39.4. Nothing in these Terms shall create or be deemed to create a partnership, joint venture or principal-agent relationship between the parties and no party shall have authority to bind any other in any way unless expressly provided otherwise in these Terms.

40. Entire Terms

- 40.1. These Terms and all other legal documents available on the Website and any document expressly referred to in them, agreement and any guidelines posted on the Website or Services constitute the entire terms and understanding of the parties and supersede any previous agreement between the parties relating to their subject matter.

41. Governing Laws and Jurisdiction

- 41.1. These Terms shall be governed by and construed in accordance with the laws of Singapore. All disputes between the parties as to the validity, execution, performance, interpretation or termination of this Agreement will be submitted to the exclusively to the Courts of Singapore.

