

TERMS OF SERVICE

March 1, 2024

1. GENERAL PROVISIONS

Terms of Service (“**Terms**”) constitute an agreement between the customer (“you” or “user”) and Digital Crypto Solutions (“**DCS**”).

DCS is an entity that develops and licenses software for end users.

These Terms apply to access and use of the software services as well as other ancillary services (listed below) (“**Service**” or “**Services**”) provided by DCS. Services are available via an online website through which users can access the software (altogether - “**Software**”).

By using Services and Software and further by accepting to avail the Services, you agree to accept and comply with these Terms. You should read, understand, and accept the entire Terms. If you do not accept and agree to these Terms, you should avoid accessing or using the Services and Software.

Please be aware that the DCS may revise these Terms from time to time. Therefore, the Terms may be changed or amended. Any changes or amendments will be published on the Website. You might be notified about the updates to the Terms. The effective date which is at the top of the Terms informs you about the latest version of the Terms. DCS advises you to revisit this page from time to time to make sure you are familiar with the current version of the Terms.

2. REGISTRATION AND ELIGIBILITY CRITERIA

Shall you register for the Wallet, you confirm that:

1. You are at least 18 (eighteen) years of age;
2. You are not a resident of sanctioned jurisdictions according to the US, UK, or EU legislation and FATF lists;
3. You are not sanctioned by the EU, UN, UK, or USA;
4. You are not a citizen or resident of any state, country, territory or other jurisdiction where your use of the Wallet is illegal or in violation of any applicable law.

As long as you agree to and comply with these Terms, DCS grants to you the right to use its Software and Services under a worldwide, non-exclusive, non-transferable, non-sublicensable, and limited license.

3. SERVICES

DCS grants a license to use its software products. The Wallet itself is offered free of charge however [fees](#) may apply with the use of the Wallet.

The Software allows you to create your own wallet to send and/or receive Bitcoin, as well as swap your Bitcoin for new and existing debt obligations that Wallets are designed to fulfill ("Credits").

The Software "yield-generating wallet" is an IT solution that allows end users to transact in Bitcoin either on or off the Bitcoin blockchain with no interactions from any other counterparties.

Eligible users are granted a non-exclusive, non-transferable worldwide license to use the wallet software. However, it may only be used in compliance with intended purposes under these Terms. You may not reproduce, modify, customize, duplicate, or attempt to hack it.

By registering for a wallet, you agree to receive email correspondence pertaining to your wallet. Per the terms of this agreement, you are not permitted to report any emails received from our Services as Spam. Doing so will constitute a breach of terms and result in your wallet being terminated. DCS may also seek compensation for damages resulting from false claims of Spam.

If you no longer wish to receive emails about your wallet, your only recourse is to close the wallets that are associated with your email address. To close your wallet, contact us at https://www.digitalcryptosolutions.com/index?section=contact_ and request the closure of your wallet. Any Bitcoin or Credits remaining in your wallet at the time of closure will be forfeited.

Licensed distributions of the Software may be available for use through third-party purchasers of a white label license. To ensure you are accessing a properly licensed copy of the software, click on the "[Authenticate](#)" link found at the bottom of all pages of the Website. Follow the instructions from the link to verify the url of the website that you are accessing.

4. INFORMATION ABOUT REFUNDS

Transactions submitted from your wallet to the Bitcoin blockchain are permanent and non-reversible. Likewise, any other transactions initiated by your wallet (including off-chain transfers and marketplace orders) will record a permanent instance of the transaction and be deemed non-reversible as well. Bitcoin payments and network fees will only be returned if the transaction is rejected by the Bitcoin network. The flat-rate wallet fee that applies to outbound transactions is non-refundable.

5. MINIMUM DEPOSIT

All Bitcoin amounts transferred to your wallet must meet or exceed the required minimum deposit amount that is published or displayed on the Website. Any amounts sent to your wallet that fail to meet the minimum required amount will be deemed as lost, forfeited, and unrecoverable.

6. USERS WARRANTIES

You may not use Services if you are a citizen or resident of any jurisdiction where DCS has determined, at its discretion, to prohibit the use of the Services. Controls may be implemented to restrict access to the Services from any jurisdiction prohibited pursuant to these Terms.

By using the Services, you confirm that you have provided true and accurate data about yourself during the registration process or during the usage of the Services. You shall update the information if the submitted information is no longer accurate. You shall bear any losses that occur due to submission of invalid data.

Should the circumstances arise, you agree that DCS has the right to require information to help identify and verify you. DCS has a right to suspend your usage of the website in case you fail to submit the requested information or submit information that is deemed to be inaccurate or incomplete.

You agree to only transact via Services with Bitcoin that has been legally obtained and that rightfully owned or controlled by you. DCS maintains a zero-tolerance policy regarding the use of its Wallets for sending or receiving Bitcoin that has been acquired fraudulently or illegally. Should DCS discover any fraudulent or illegal activity in relation to Bitcoin payments sent to or from its wallets (whether in the past or present), DCS will (without notice) permanently suspend access to your wallet and report a full history of your transactions to the governing authorities.

7. LIMITED RIGHT OF USE. INTELLECTUAL PROPERTY

Unless otherwise specified, all materials in Software are the property of DCS and are protected by copyright, trademark and other applicable laws. You may view, print and/or download a copy of the materials from this Website on any computer solely for your personal, informational and/or non-commercial use, provided you comply with all copyright and other proprietary notices. The trademarks, service marks and logos used in Software are the property of DCS and their respective owners.

Materials from the website should not be copied, reproduced, modified, republished, or distributed in any form or by any means, whether manual or automated.

When accessing Service, you shall not: (i) negatively interfere with other users; (ii) damage, disable or in any way disrupt Software or Services; (iii) conduct, pay for, support or in any way be involved in any illegal activities, including but not limited to money laundering, terrorist financing, fraud, illegal gambling, illegal weapons sale, human trafficking, and drug trafficking; (iv) use any automated means or interface to access Services or to extract data; (v) use another user account; (vi) provide false or deceptive information.

8. RISK WARNING

DCS does not support the exchange from Bitcoin to fiat or from fiat to Bitcoin. As such, DCS assumes that each user of its wallets has basic knowledge about Bitcoin and how to acquire it. Furthermore, users should understand the risk of buying, holding, and/or selling Bitcoin. You should not use Bitcoin unless you understand the extent of your exposure to potential loss. Please make sure you are not risking funds that you cannot afford to lose. In no event will DCS be liable for losses or damages of any kind incurred from the use of its Wallets, Websites, or Services.

To ensure control over security risks, best security practices have been implemented to decrease the level of security risk in using the Software. However, no one can be 100% safe from security risks and therefore, it is very important that not only DCS, but also the user acts with due care when it comes to preventing security incidents from taking place.

To mitigate security risks, it is important to understand how they may occur and what may have an impact on their occurrence. Technical problems may occur on your device, on the Internet, or within the Service; which can prevent or suspend the use of the Services. However, you are responsible for preserving your own data and securing your own personal access to the Services.

To receive Services in a compliant and safe manner, you undertake the following main responsibilities:

- Not to leave devices and/or identifiers accessible to third parties or allow third parties to have access to these devices or identifiers;
- To ensure all measures are taken for optimal security of the data and equipment being used to gain access to the Services (for instance, to install antivirus software, anti-spyware, firewalls, etc.);
- Take all other measures and actions that could be reasonably expected from you wishing to ensure safety of your credentials and identifiers and not to make your Wallet or Services available to unauthorized third parties.

9. LIMITATION OF LIABILITIES. INDEMNITIES

To the extent permitted by law, DCS shall not be liable for any damages, losses of profit, usage of data, loss of business, failure to use the Services, users misunderstanding of Services or any other loss originated from negligence or fraud or otherwise arising out of or connected to the Services or these Terms.

DCS is liable under the law for (a) intentional misconduct; (b) gross negligence; or (c) violation of applicable product liability laws. Subject to this, DCS may only be liable for breach of a material contractual obligation under the Terms. In such an event, DCS's liability is common in such situations and foreseeable damages. In other circumstances, DCS shall not be liable for acts of negligence.

You shall indemnify and hold harmless DCS, its affiliates, contractors, developers, licensors and respective investors, shareholders, members, directors, officers, employees, attorneys, agents and suppliers from any claim, damage, lawsuit, tort, cost or expenses.

Service is provided on an "as is" and "as available" basis without any warranty or representation expressed or implied. DCS does not make any representations or give warranties that the access to Software, use of the Service, or functionality of Wallets will be continuous, uninterrupted, timely or error-free.

You understand and agree that DCS shall not be liable in connection with any force majeure event, including labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, strikes, acts or orders of government authority, acts of terrorism or war, technological change, changes in interest rates or virtual currencies or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

10. TAXES. COMPLIANCE WITH LOCAL REGULATIONS

It is your responsibility to comply with local laws in respect to the legal usage of Services and the regulatory qualification of virtual currencies in your jurisdiction.

You are responsible for determining what taxes apply and in which measure for the authorized use of Services. You should report and remit the correct taxes to the appropriate tax authority. DCS is not responsible for determining or reporting your tax obligations.

11. MISCELLANEOUS

These Terms set forth the entire understanding between you and DCS with respect to the Service. You agree to rely only on these Terms alone. These Terms supersede any previous statements written by DCS.

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

No failure of DCS to exercise any right, power or privilege under these Terms is deemed to be a waiver thereof, nor any partial exercise of a right, power or privilege should preclude the exercise of the entire or other right, power or privilege.

You may not assign any of the rights conferred to you under these Terms without prior authorization from DCS. DCS may assign any right or obligation under these Terms without any notice to or consent from you.

These Terms are provided in English. Any translation has the sole purpose of being convenient for you. In case of any inconsistency, contradiction or doubt, English version of these Terms shall prevail.

12. JURISDICTION

The Terms shall be governed and construed in accordance with the laws of New Zealand.

Users agree that any dispute arising in connection to the Services, or in any way related to them, may be resolved through negotiations. If you cannot resolve the dispute through negotiation, failure to approve an amicable settlement, or failure to resolve the

dispute, you have the right to file a lawsuit in the regular course of action. You hereto agree to irrevocably submit to the exclusive jurisdiction of the courts of New Zealand.

13. TERMINATION AND SUSPENSION

You may terminate the agreement with DCS at any time on the basis provided by law.

You agree that DCS may terminate the agreement with you and suspend or cancel your Wallet in case of, but not limited to,

- i. non-conformity to the requirements from these Terms,
- ii. a requirement from any applicable law to which DCS is subject in any jurisdiction,
- iii. an order from a court or other governmental authority,
- iv. unusual, unauthorized or fraudulent activity in your Wallet,
- v. false, misleading, inaccurate, incomplete or outdated information,
- vi. any other reasons that the DCS deems relevant for termination, suspension, or cancelation of your Wallet.

DCS shall have the right to file claims against you or your legal representative for compensation. Upon any termination, suspension, or cancellation resulting from the previous clauses, you will be denied access to Services, either temporarily or permanently.

14. CONTACT

If you have any questions relating to these Terms, your rights and obligations arising from these Terms and/or your use of the Software, please contact us at

https://www.digitalcryptosolutions.com/index?section=contact_