

# Terms of Service

Last Updated: 4th of February, 2023

Through its website, [scurdexcapital.com](https://scurdexcapital.com), and associated mobile applications and products, NICHIE SYSTEMS, LTD, and/or its affiliates ("we," "our," or "us") offer its software services (collectively the "Services" or "Scurdex Wallet"). Please carefully read the Terms of Service (the "Terms") and any other policies or notices on our website or mobile applications before using our services.

## AGREEMENT TO TERMS

You expressly acknowledge that (i) you have read and understand these Terms; (ii) you agree to be governed by these Terms; and (iii) you are of legal age to enter into these Terms by accessing or using any or all of the Services. You are not permitted to access or use our services if you do not accept these Terms or any changes or modifications to these Terms. WE DO PROVIDE CONSULTING, FINANCIAL ADVICE, OR INVESTMENT SERVICES BUT WE DO NOT TAKE CUSTODY OF ASSETS. We DO ADVISE OR RECOMMEND PARTICIPATING IN DIGITAL ASSET TRANSACTIONS OR OPERATIONS; WE ARE ALSO THE PROVIDER OF SCURDEX WALLET. You should decide to participate in use of our services, transactions or carry out operations involving digital assets at your own risk.

## PRIVACY POLICY

Please refer to our Privacy Policy at <https://scurdexcapital.com/pdf/privacy-policy.pdf> for further information on how we gather, utilize, and share information from our users. You recognize and accept that our Privacy Policy governs your use of the services and that we may collect, use, and/or disclose your information, including any personal information you supply to us, in accordance with that policy.

## UPDATES TO TERMS OR SERVICES

We retain the right to alter or change these Terms at any moment, at our sole discretion. If we do, we'll notify you by publishing the updated Terms on our website, on our mobile application, or by any other acceptable means of communication. Unless otherwise stated, the newly posted conditions will be effective right away. To stay informed of any such changes and to choose whether or not to accept the updated version of these Terms, you should often visit our website. You will be regarded to have accepted the updated Terms if you keep using Scurdex Wallet after any update or modification to the Terms. If the Terms or any update or change thereto are not acceptable to you, you must stop using or accessing our services. Since our services are constantly changing, we reserve the right to do so at any moment, without warning, and at our sole discretion.

## ELIGIBILITY

You must meet the following requirements in order to be eligible to use Scurdex Wallet: (i) you must be at least eighteen (18) years old and legally able to agree to these Terms; (ii) you must not reside in a country that is subject to trade embargos, UN Security Council Resolutions ("UNSCR"), or the HM Treasury's financial sanctions regime; and (iii) you must not be currently or previously the target of economic sanctions like those listed on the UN. You further represent and warrant the following if you use our services on behalf of a legal entity: (iv) the legal entity has been properly established and is in existence in accordance with the laws of the country where it was established; (v) the legal entity has given you the necessary authority to act on its behalf. Only if it is legal in your jurisdiction for you to do so may you make use of our services. For the avoidance of dispute, if you reside in, or are a citizen or resident of, any state, country, territory, or other jurisdiction where your use of our services would be illegal or otherwise violate any relevant laws, you are not permitted to use our services. Please confirm that all applicable laws, rules, and regulations are complied with before agreeing to these conditions. You acknowledge that only lawfully obtained money will be used to pay for our services. By using Scurdex Wallet, you affirm and guarantee that you satisfy all eligibility conditions set out in these Terms. Nevertheless, we reserve the right to deny access to or use of Scurdex Wallet to anybody, and we may amend our eligibility requirements at any moment.

## SERVICES

Scurdex Wallet is a non-custodial wallet application for digital assets like cryptocurrencies, digital goods, and NFTs ("Digital Assets"). As a result, you are solely in charge of and accountable for your Digital Assets and private keys, and as a result, you can approve transactions from your wallet address. Since Scurdex Wallet is non-custodial wallet software, you expressly accept and agree that you are always completely liable for your activity and any risk of loss.

### Scurdex Wallet allows you to:

- to transfer and receive digital assets, create wallet addresses and the corresponding private keys;
- through DApp capabilities made available by other service providers, swap or exchange digital assets;
- stake certain digital assets via staking services ("Staking Service") in a third-party "proof of stake" network;
- examine the cost of a digital asset, on-chain analytics, investor information, TVL, rank, distribution, and other data made public by a third-party service provider; and
- You are not needed to download or install the appropriate blockchain-based software on your local device in order to broadcast Digital Asset Transaction data to the many blockchains supported by Scurdex Wallet.

### Wallet Address, Private Key, and Backup Capabilities

On compatible devices, you can save an encrypted backup of certain wallet-related data. Together, the private key and wallet address may be used to approve the transfer of digital assets to and from that wallet address. The private key is linked to the wallet address. Your private key and any mnemonic phrase (or "secret phrase") connected to your wallet are exclusively your responsibility to keep safe. Your wallet address, secret phrase, and private key access information must all be kept confidential. Your private keys, backup words, and passwords must all be backed up. If you don't, you risk losing control over the digital assets linked to your wallet.

You recognize and accept that your wallet's password, encrypted private key, unencrypted private key, or related Secret Phrase are not sent to or stored by us. If you forget your original password, we can't create a new one for your wallet. You understand and recognize that any Digital Assets you have linked to any wallet address will become unavailable if you have not safely preserved a backup of the wallet address and private key pairs kept in your wallet. As a result, if you are unable to access your wallet for any reason—including, but not limited to, because you failed to keep your wallet address, Secret Phrase, and private key information secure—we will not be held responsible or liable in any way.

### Use of DApps and DEX

When you access or use DApps or DEX, including but not limited to DApp functionality integrated into the Services like the Trade or Swap Digital Assets function, you acknowledge and agree that I Scurdex Wallet is not liable for your access or use of DApps or DEX and shall have no liability whatsoever in connection with your use of DApps or DEX, including but not limited to any transactions you dispute; and (ii) the maximum amounts you are permitted to exchange via DApps or DEX. (iii) Because blockchain operations are irrevocable, you are completely liable for the outcomes of any errors connected with transactions you make using DApps or DEX, including, but not limited to, your transfer to an erroneous address or issues with the node servers you choose; (iv) When you use DApps or DEX, third-party developed Smart Contracts may charge you handling fees and/or service fees; any information displayed on Scurdex Wallet relating to such fees is for your reference only; Scurdex Wallet is unable to and does not guarantee its accuracy, applicability, reliability, integrity, or appropriateness; furthermore, Scurdex Wallet is not responsible for any loss or damage that may be brought on directly or indirectly by your use of these contents

and (v) Scurdex Wallet does not presently charge any service fees or handling fees for the usage of DApps or DEX, however, Scurdex Wallet may, in its discretion, levy such costs at any point in the future. Any modified fees will apply to any transaction that happens following the effective date of the increased fees.

## Use of Staking Service

A third party may stake certain digital assets on your behalf if you access or utilize the staking service ("Staked Digital Assets"), serving as a transaction validator on the relevant blockchain network. A reward is given by that network if a block of transactions is successfully validated using such Staked Digital Assets ("Staking Reward"). You acknowledge and agree that Scurdex Wallet is not responsible for any of the following: (i) your use of the Staking Service; (ii) ensuring Staking will occur continuously; and (iii) ensuring any specific Digital Asset will be staked or will remain staked. Scurdex Wallet shall have no liability whatsoever in connection with your use of the Staking Service.

## Purchasing Digital Assets with Supported Credit or Debit Cards

Your selected amount will be converted into the appropriate Digital Asset and credited to your wallet if you use Scurdex Wallet to buy Digital Assets with your credit or debit card. You acknowledge and agree that (i) Scurdex Wallet is not responsible for your use of such third party service and shall have no liability whatsoever in connection with your use of such service; (ii) you will be bound by any terms and conditions imposed by the relevant third party service provider; (iii) Scurdex Wallet has no ability to change, withdraw, or cancel any conversion requests you place; and (iv) Scurdex Wallet is not accountable for any exchange rates offered by third parties.

## Digital Asset Transactions

All proposed Digital Asset transactions shall be confirmed and recorded on the related public blockchain of the Digital Asset in order to be completed. These networks, which we do not own, control, or run, are decentralized peer-to-peer networks that are backed by independent third parties. We cannot and do not guarantee that any transaction information you provide via our Services will be verified and completed because we have no control over the blockchain networks. By using Scurdex Wallet, you acknowledge and agree that: (i) we are unable to cancel or otherwise modify your transaction; (ii) the applicable blockchain networks may cause the transaction details you submit to be substantially delayed or not completed; and (iii) we do not store, send, or receive Digital Assets and (iv) we do not guarantee the transfer of ownership or rights in any Digital Asset since any transfer relating to a Digital Asset takes place on the appropriate blockchain network, not a network we operate.

## Accuracy of Information Provided by User

You guarantee and represent that any information you submit through the Services is true and correct. You agree and recognize that any mistakes or omissions you make in connection with any Digital Asset transaction started through the Services are solely your responsibility. Before trying to transfer a Digital Asset, we firmly advise you to thoroughly examine your transaction details.

## WALLET REGISTRATION AND SECURITY

To use Scurdex Wallet, you must either import or create a wallet. You will receive a private key when you create a wallet. You commit to let us know right away if your private key is ever used without your permission or if there is any other security issue with your wallet. Despite the aforementioned, you understand and accept that you will bear all risks associated with using the Services, and that it is your exclusive responsibility to keep your private key secure and secret. It is highly recommended that you adopt security measures while creating a wallet to prevent losing control of your wallet or access to it. Among other things, suggested actions comprise the following: (a) setting up a strong, unique password that you never use for anything else (i.e., one that is different from the password for your phone or any other passwords you use for websites, online services, etc.); (b) using biometric authentication, if it's available; (c) preventing access to your devices and your wallet; (d) taking all necessary precautions to prevent malware on your devices; Regardless of anything else in this agreement, we won't be responsible for any activity on your wallet that happen with or without your permission.

## Push Notifications

You can consent to get push alerts from Scurdex Wallet informing you when transactions involving your wallet have been completed and when the blockchain networks it supports are busy. You must choose to use the service by going to "Settings" and turning on "Push Alerts" if you want to get push notifications.

## Payment and Fees

The Scurdex Wallet mobile application and/or scurdexcapital.com will also list any fees that may be charged for the services or any components thereof.

## Transaction Fees

The virtual currency system or blockchain network you use may charge transaction fees (such as mining fees) in connection with your virtual currency transactions. Before starting a transaction, you must make sure you have enough money in your wallet or "gas" to finish it. You understand and accept that we are not responsible for any unsuccessful transactions or losses you experience as a result of wrongly specified transaction fees (i.e., too low or excessive), as well as owing to inadequate cash or gas linked to your wallet address. You also agree and recognize that we are not privy to any of your or anyone else's transactions.

## Taxes

You are responsible for determining whether taxes, if any, are applicable to the transactions for which you have provided transaction data via the Services, as well as for reporting and remitting the right tax to the relevant taxing authority. You acknowledge that we are not in charge of assessing whether taxes are due for your transactions or of gathering, disclosing, withholding, or remitting any taxes resulting from any transactions using Digital Assets.

## THIRD PARTY SERVICES AND CONTENT

A description or reference to a third party's product or service (including, but not limited to, a description or reference via hyperlink) should under no circumstances be interpreted as an endorsement or marketing of such third party products or services by us. We reserve the exclusive authority to increase, decrease, or discontinue any Third Party Service's availability. You could consent to getting push alerts from suppliers of Third Party Content. Push notifications are only available if you want to use the service. On your device, push notifications won't be set to be enabled by default for third-party content. Any third-party content transmitted by push notifications is not under our control, sanction, or adoption, and we will not be held liable for it, including but not limited to token availability and/or sales. If, to the extent permitted by Scurdex Wallet, you give express permission to a third party to access or connect to your Scurdex Wallet account through the third party's product or service or through Scurdex Wallet, you acknowledge that this does not absolve you of any of your obligations under these Terms. Any third party who has access to your wallet is under your complete control and is accountable for their actions.

## INTELLECTUAL PROPERTY

### License

We provide you a non-exclusive, non-sublicensable, and non-transferable license to use Scurdex Wallet for your private use or internal company use only, provided that you agree to and abide by the current Terms. Without our prior written consent, you will not: (a) use Scurdex Wallet for the benefit of any third party; (b) rent, lease, distribute, sell, sublicense, transfer, or provide access to Scurdex Wallet; (c) modify or otherwise alter any part of Scurdex Wallet, except as expressly permitted in these Terms; (d) incorporate Scurdex Wallet into a product or service you offer to a third party; Except as expressly permitted by applicable law (and then only after prior notice to us), you may not: (e) bypass mechanisms in Scurdex Wallet designed to restrict your use; (f) reverse engineer, disassemble, decompile, translate, or otherwise attempt to obtain or derive the source code, including images and texts, underlying concepts, algorithms, file formats, or non-public APIs to Scurdex Wallet; (g) remove or obscure any proprietary or other notices contained in Scurdex (h) make use of Scurdex Wallet for competitive analysis, as a component of any other program or project, or to create rivalry-based goods.



## Feedback

You could want to provide us with feedback sometimes. We are free to use, copy, disclose, license, distribute, and otherwise exploit any input in connection with Scurdex Wallet without any obligations, fees, or limitations based on intellectual property rights or other legal grounds. Nothing in this Agreement restricts our ability to freely utilize, produce, assess, or promote goods or services, whether including feedback or not, and no feedback will be regarded as your Confidential Information.

## Open Source

Under the terms of an MIT open source license, Scurdex Wallet was created. The current software for Scurdex Wallet is described at <https://github.com/scurdex>. Software development is a community-based endeavor, so anybody may access, use, and share it, whether it has been updated or not. Please be aware that the MIT is a copyleft license, which limits the distribution of derivative works to the same conditions as the program itself. Review the GNU license terms and conditions at <https://www.mit.edu/amini/LICENSE.md> if you have any inquiries.

## Content

The text, images, and other content (collectively, the "Content") on Scurdex Wallet may be protected by copyright laws, registered and unregistered trademarks, and other intellectual property rights. We are the exclusive owners of the Content, unless otherwise stated. You do not acquire any rights, titles, or interests in the Content by using Scurdex Wallet. You hereby agree that you will not, in whole or in part, duplicate, reproduce, alter, republish, upload, post, transmit, distribute, collect, sell, license, create derivative works from, or otherwise exploit any of the Content, whether manually or automatically.

## License to NFT Content

On Scurdex Wallet, you could be able to save non-fungible tokens ("NFTs"). You hereby represent and warrant that you either have obtained permission from the owner of the intellectual property in the NFT Content to store the NFTs on Scurdex Wallet, or that you have all legal right, title, and interest in and to, including all intellectual property rights to, the content associated with the NFT ("NFT Content"). Except for the rights expressly provided below, you retain all ownership rights in the NFT Content stored in the Scurdex wallet. By using Scurdex Wallet, you grant us a license to access, use, host, cache, store, copy, reproduce, transmit, display, publish, distribute, adapt, and modify the NFT Content in any and all media or distribution methods (now known or later developed) solely as necessary to be able to operate and provide services of Scurdex Wallet. This license does not extend to any other uses. We don't keep an eye out for any violations of other parties' intellectual property rights in the NFTs and NFT Content kept on Scurdex Wallet. As a result, we disclaim all responsibility for any consequences resulting from your submitted content. You further acknowledge and agree that it is solely your responsibility to conduct all necessary due diligence for all of your activities involving NFTs, and you represent and warrant that you have not relied on any statement or representation made by us regarding any transfer or other interaction with any NFTs, and you will have no recourse in respect of such statements or representations. You release us from claims, demands, and damages of every kind and nature, known and unknown, resulting from or connected in any way with disputes you may have with the NFTs and/or NFT Content. By agreeing to this release, you expressly renounce any legal or other protections that may otherwise limit its scope to include just claims that you may know about or suspect to be in your favor at the time this release is agreed to.

## YOUR USE OF SCURDEX WALLET

You acknowledge that by using our Services, you won't break any laws. This covers any legislation that could be relevant to you on a municipal, provincial, state, federal, national, or international level. You acknowledge and agree that you will not use our Services to finance, assist, or otherwise participate in any unlawful activity, including but not limited to illegal or otherwise forbidden commerce, illegal gaming, fraud, money laundering, or terrorist activities. For the avoidance of doubt, we reserve all of our rights and remedies under these Terms and at law and will take all necessary steps against you if we find that you have broken these Terms and/or any relevant laws or regulatory regulations, including but not limited to the Bank Secrecy Act. You also concur that: (i) You won't encourage or incite a third party to engage in any of the actions forbidden by this Section; (ii) You won't use our services in any way that might hinder other users from fully appreciating it by impersonating someone else, using their wallet without their permission, or disrupting it in any other way;

(iii) You won't use Scurdex Wallet to disseminate any malware or other harmful computer code; (iii) You won't take any actions that could put an excessive or disproportionately large load on our infrastructure or the infrastructure of any of our third-party providers; and (iv) You won't reverse engineer or attempt to bypass or circumvent any security measures we may use to prevent or restrict access to the Services, including but not limited to other accounts, computer systems, or any of our third party providers' infrastructure; (v) the measures we may use to prevent or restrict access to the Services, including, without limitation, other accounts, computer systems, or networks connected to the Services, may not be reverse engineered, bypassed, circumvented, or attempted to be bypassed or circumvented by you. (vi) additionally, you must not violate, misappropriate, or infringe the rights of Scurdex Wallet, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights. We are not required to review any user material, but we reserve the right to do so at any time, without warning, and for any reason, should you violate these Terms. Without our prior written consent, any use of Scurdex Wallet other than what is expressly permitted in these Terms is absolutely forbidden, and we reserve the right to immediately and without notice cancel your license to use Scurdex Wallet. You understand and agree that using the Services exposes you to material that may be offensive, indecent, or objectionable. For any user material, including any loss or damage to any of your user content, we disclaim all duty.

## LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

You acknowledge and agree that we have no control over, and are not obligated to take any action with respect to: (i) failures, interruptions, errors, or delays in the processing of Digital Assets that you may encounter while using the Services; (ii) the risk of hardware, software, and Internet connections failing; (iii) the risk of malicious software being introduced or discovered in the software underlying Scurdex Wallet; and (iv) the risk that third parties may gain unauthorized access to. You absolve us of all responsibility for any resulting losses, damages, or claims: (a) user error, including lost passwords, poorly constructed transactions, or incorrectly typed Digital Asset addresses; (b) server failure or data loss; (c) unauthorized access to the Scurdex Wallet application; (d) bugs or other errors in the Scurdex Wallet software; and (e) any unauthorized third-party activities, including but not limited to the use of viruses, phishing, brute forcing, or other methods of attack against Scurdex Wallet. Regarding any Third Party Content found in or accessible through our Services, we offer no guarantees. Any additional conditions, guarantees, or representations relating to such material are exclusively between you and the aforementioned businesses and/or people.

### Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE, OR OUR AFFILIATES, OR ANY OF OUR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY DIRECT DAMAGES OR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS) WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF YOUR ACCESS OR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO: ANY UNAUTHORIZED USE OF YOUR WALLET ADDRESS AND/OR PRIVATE KEY DUE TO YOUR FAILURE TO MAINTAIN THE CONFIDENTIALITY OF YOUR WALLET, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES OR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT ARE FOUND IN THE SCURDEX WALLET SOFTWARE OR THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY (REGARDLESS OF THE SOURCE OF ORIGINATION); ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN OUR SERVICES); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS OUR WEBSITE, SCURDEX WALLET OR THE SERVICES OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO

THE WEBSITE, SCURDEX WALLET APPLICATION OR ANY OTHER ASPECT OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$USD100.00) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

## Warranty Disclaimer

SCURDEX WALLET IS PROVIDED "AS IS" AND "AS AVAILABLE", AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND UNDERLYING SOFTWARE OR ANY ASPECT OF THE INFORMATION, CONTENT, OR THE SERVICES, WHETHER PROVIDED OR OWNED BY US, OR BY ANY THIRD PARTY OR CONTAINED IN ANY THIRD PARTY MATERIALS OR ON ANY THIRD PARTY WEBSITES ACCESSIBLE OR LINKED TO OUR WEBSITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE CONTENT ACCESSIBLE VIA THE SERVICES IS ACCURATE, COMPLETE, AVAILABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. WE DO NOT MAKE ANY REPRESENTATIONS OR GIVE WARRANTIES THAT THE ACCESS TO SCURDEX WALLET OR USE OF THE SERVICES AND THE FUNCTIONALITY THEREOF WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY OR ERROR-FREE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

## INDEMNITY

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless us, our affiliates, and our respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors, from and against any and all claims, damages, obligations, losses, liabilities, tort, costs or debt, and expenses (including, but not limited to, attorney's fees) arising from: (a) your use of and access to the Services; (b) any feedback or submissions you provide to us concerning Scurdex Wallet; (c) violation of any Third Party Content (d) your violation of the Terms; or (e) your violation of any law, rule, or regulation, or the rights of any third party.

## TIME LIMITATION ON CLAIMS

You acknowledge that the statute of limitations on claims you may have relating to your connection with us expires after one year if they are not brought within that time.

## GOVERNING LAW

No matter where you are situated, these Terms and the relationship between the parties shall be governed by the laws of the State of Louisiana, without respect to Louisiana's provisions regarding conflicts of laws. Any provisions of these Terms that conflict with any existing legislation shall only be repealed or changed to the degree necessary to bring them into compliance. Any dispute arising from or associated with your use of the Services or your violation of these Terms shall only be subject to the jurisdiction of the federal or state courts located in Louisiana, as agreed by the parties. In any such action, you hereby waive any defense based on lack of personal jurisdiction, place of residence, unsuitable venue, or forum non conveniens.

## NOTE TO INTERNATIONAL USERS

Please be aware that we do not collect or process your personal data, other than as described in our Privacy Policy, if you are a user accessing or using our Services from a region where the laws or regulations governing personal data collection, use, and disclosure are different from those in the United States.

## TERMINATION

Your duties under this Agreement will still be in effect even if your license to use Scurdex Wallet is terminated. After termination, your ability to access your backup copy of your wallet's address and private key will determine your ability to access the cash inside.

## DISCONTINUANCE OF SERVICES

We have the right to change or end, temporarily or permanently, any aspect of our Services at our sole discretion, without warning and at any time. Any wallet address and private key combination that you save in your wallet must be stored in a backup outside of the Services, and this responsibility falls entirely on you. You can access the blockchain network that your wallet is protected by by keeping an external backup of any wallet addresses and private key pairs linked with your wallet. With such a backup, you may completely restore your wallet at any moment without incurring any fees or losing your digital assets. You won't be able to access the Digital Assets linked to your wallet if you don't keep a backup of your wallet data outside of the Services. In the case that we stop providing all or any of the Services, Scurdex Wallet shall not be held accountable or liable for any loss of Digital Assets.

## NO WAIVER

A single or partial exercise of any right, power, or privilege under this Agreement shall not constitute a waiver by us, nor shall such single or partial exercise bar any other or later exercise of such right, power, or privilege. Any such right or provision may only be waived in writing and signed by a lawfully appointed representative of us in order to be effective. The use of any remedy by any party herein shall not preclude such party from further exercising any other remedies hereunder or elsewhere, unless otherwise specifically provided for in this Agreement.

## SEVERABILITY

This Agreement shall be deemed severable and restricted or deleted to the least extent required if any provision is determined to be invalid, void, or for any reason unenforceable. Any remaining portions of the term, clause, or provision as well as any other terms, clauses, and provisions of these Terms will remain legal and enforceable despite the term's restriction or removal.

## CLASS ACTION WAIVER AND ARBITRATION

Any disagreement resulting from this Agreement or your use of the Services will be arbitrated individually, as agreed upon by the parties. YOU CANNOT SUE IN COURT OR HAVE A JURY TRIAL IF YOU GO TO ARBITRATION. HEREBY, THE PARTIES EXPRESSLY WAIVE JURY TRIAL. The arbitration shall be conducted confidentially by one arbitrator in accordance with the rules of the American Arbitration Association for arbitration of consumer-related disputes, in the English language, and with limited discovery, the parties agree. Any arbitration shall take place in San Francisco, California. On your behalf, hearings may be held in person or over the phone, and the arbitrator may allow for the submission and decision of motions only based on written arguments. The arbitrator has the power to award every remedy that would otherwise be available to a court or other body, with the exception of the class processes and remedies covered below. ANY ACTION OR PROCEEDING TO ENFORCE THESE TERMS MAY BE BRINGED, AND THE WINNING PARTY SHALL BE ENTITLED TO COSTS AND ATTORNEYS' FEES. ANY COURT MAY ENFORCED THE ARBITRAL DECISION. You and CurdexWallet agree not to bring a class action, class arbitration, or representative action or proceeding against the other, whether the dispute is heard in arbitration or court.

## FORCE MAJEURE

This Agreement shall be deemed severable and restricted or deleted to the least extent required if any provision is determined to be invalid, void, or for any reason unenforceable. Any remaining portions of the term, clause, or provision as well as any other terms, clauses, and provisions of these Terms will remain legal and enforceable despite the term's restriction or removal.



## FORCE MAJEURE

We are not responsible for delays, performance failures, or service interruptions that are caused directly or indirectly by factors outside of our reasonable control, such as but not limited to: delays or failures brought on by acts of God, acts of civil or military authorities, acts of terrorism, civil or industrial unrest, blockages, embargoes, war, strikes or other labor disputes, fire, earthquakes, storms, or other natural occurrences; failures or delays brought on by a shortage of resources; interruption in electrical telecommunications or Internet services or network provider services, failure of hardware equipment and/or software or other utility failures, smart contract bugs or weaknesses, technological changes, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol, other catastrophe, or any other occurrences which are beyond our reasonable control, and shall not affect the validity and enforceability of any remaining provisions. If we are unable to perform our Services outlined in the Terms due to factors beyond our control, including, but not limited to, the aforementioned force majeure events or changes in applicable laws and/or sanctions policies, we shall not be liable for the Services provided under these Terms during the time period coincident with the event in question.

## ASSIGNMENT

You acknowledge and agree that we are free to transfer, subcontract, or assign any of our rights or duties under these Terms without notifying you or obtaining your permission. The parties, as well as their allowed successors and assignee, will be bound by these Terms and will stand to gain from them. You may not transfer or transmit your agreement to these Terms to any other person or entity.

## NO THIRD PARTY BENEFICIARIES

You acknowledge that these Terms are not intended to be enforceable by any third party except as specifically allowed in these Terms.

## ENTIRE AGREEMENT

This Agreement replaces all past talks, agreements, and understandings between us of any sort (including, without limitation, any earlier versions of the Terms) and of any nature and contains the entire understanding and agreement between us about the subject matter hereof. Any amendment to these Terms, with the exception of what is stated above, must be made in writing and signed by both parties.

## NOTICES

Any notifications or other communications made by us pursuant to these Terms, including those addressing amendments thereto, shall be made by posting to the Services and/or by other electronic means. All communications, agreements, contracts, notices, and disclosures that we provide in connection with your account and your use of the Services will be provided to you electronically, and you agree to this.

## QUESTIONS OR COMMENTS

Send us an email at [support@scurdexcapital.com](mailto:support@scurdexcapital.com) if you have any concerns about these Terms, your rights and duties under these Terms, your use of Scurdex Wallet and our Services, or any other subject.