

eWallet App
General Terms of Service

V 1.01

These eWallet App General Terms of Service ("Terms") are entered into by and between The People's SCE with limited liability a European Cooperative Society, registered office at 53 Boulevard Royal, 2449 Luxembourg, R.C.S. Luxembourg (the Decentralised Governance Organisation "DGO", "SCE" or "Cooperative") and you and govern your use of our Services and your relationship with us. The Terms constitute a framework agreement which sets out the terms and conditions of using the eWallet app, and your use of other related Services as referred to herein. Before you use our Services, you are required to read, agree with and accept all of the terms and conditions contained in these Terms, and provide us with such information as we may reasonably request to comply with our regulatory obligations.

ANCILLIARY POLICIES

The following documents are an integral part of these Terms and must be read and interpreted in conjunction therewith:

- [Privacy policy](#),
- terms and conditions of specific services and other applicable policies that have been provided or made available to you, including through publishing on the Website, eWallet App or any other SCE Service and other connected Third-Party apps.

(herein collectively referred as: "Policies")

These documents are published together with these Terms on the Website, its subpages and/or within the eWallet app.

1 OUR RELATIONSHIP

To access our Services, you will need to download one of our Apps from app stores and accept our Privacy Policy, other applicable policies and these Terms. You must be at least 18 years of age or older and capable in your country of residence of entering into a legal binding agreement to use our Services in your country of residence. By actively confirming these Terms you confirm that you (i) have reviewed and understood these terms; (ii) agree to be legally bound by the Terms. **If you do not agree to these Terms or our data processing practices, you are not allowed use our Services.**

You need to create a Profile within our App to use our Services. You can use our Services as a Consumer or a Merchant. If you use our Services as a Consumer user it means that you will be

granted access to the Services as described in section 5 of these Terms. If you use our Services as a Merchant, it means that you are also enabled to use certain additional services reserved for Merchants, including becoming enabled to create User-Merchant Transaction requests and accept Assets within the scope of your business or other entrepreneurial activities. To do so, you will need to create a new Business Profile which includes providing us with additional information and you will need to agree to additional Merchant Terms of Service, available on the Website.

2 DEFINITIONS

The capitalized terms defined below in this section will have the meaning assigned to them here throughout this entire document unless explicitly indicated otherwise:

- “ACT”** ticker for the eActivity token;
- “Assets”** means a digital representation of value that is not issued or guaranteed by a central bank or a public authority, is not necessarily attached to a legally established currency and does not possess a legal status of currency or money, but is accepted by natural or legal persons as a means of exchange and which can be transferred, stored and traded electronically, including but not limited to Bitcoin (BTC), Ethereum (ETH), and eCredits (ECS) via Services;
- “Business Profile”** means an Profile established by a Merchant who offers Merchant Products and/or Services to Consumers and represents a set of Merchant-centric web applications based on paid subscription model allowing access to advanced functionalities to interact with Merchant’s customers through various additional applications such as Web Portal, Cashier App, eActivity Program and other SCE technologies, APIs, Third-party programs, loyalty and reward systems & services as provided in SCE Merchant Terms;
- “FIAT”** means government-issued currency, namely United states dollar (USD), Euro (EUR) and other similar currencies;
- “Confidential Information”** means all non-public, proprietary or other confidential information, whether in oral, written or other form, including but not limited to: the content and performance of these Terms, business plans, capitalization tables,

budgets, financial statements; costs, prices, and marketing plans, contracts and licenses, employee, Consumer, supplier, shareholder, partner or investor lists, technology, knowhow, business processes, trade secrets and business models, notes, sketches, flow charts, formulas, blueprints, and elements thereof, and source code, object code, graphical design, user interfaces and other intellectual property, including that of any Consumer, supplier or other third party (including, in the case of each of the interface technologies, security protocol and certificate to any other website or enterprise provided by SCE or its connected companies);

“Consumer Profile”	means an Profile established by the Consumer and is accessed through the eWallet App;
“User-Merchant Transaction”	means a transaction between an User (either Consumer or a Merchant) and Merchant using Assets, whereby User initiates a Transaction in specific amount to Merchant in exchange for Merchant Product/Service;
“Consumer”	means an end-consumer, which is a User who uses the eWallet app to use the Services and execute User-Merchant Transactions with Merchants. A consumer is a natural person who uses the Services for purposes outside his trade, business, craft or profession;
“eActivity”	The reward program with eActivity tokens in accordance with eActivity Program;
“eCredits blockchain”	means decentralized blockchain technology, which runs applications and smart contracts for transactions using ECS;
“eCredits”	The eCredits blockchain’s native cryptocurrency;
“Crypto Address”	means a blockchain address that represents a wallet, where you can send and receive cryptocurrencies;
“Transaction”	means any transactions of Assets on the eWallet app (including User-Merchant Transactions) or on Third-party Wallets
“ECS”	ticker for eCredits cryptocurrency;

“eWallet App” or “eWallet”	SCE’s non-custodial wallet application;
“Exchange”	means a third-party exchange platform, that, for the purpose of these terms, lists or offers trading of Assets;
“Merchant Product/Service”	means any product or service offered by a Merchant to Users and which is ordered, purchased, leased, or otherwise provided to you as an User pursuant to User-Merchant Transactions;
“Merchant”	An User that accepts Transactions in a professional capacity (User-Merchant Transactions) e.g. in retail or online shop and is the holder of the Business Profile and whose relationship with us is governed by these Terms and additional Merchant Terms of Service;
“Partner”	means any entity controlled by, in control of, or under common control with us and any third-party that has certain contractual rights with SCE;
“Policy”	refers to these Terms, Merchant Terms, Privacy Policy, eActivity Program, terms and conditions of specific services and other applicable policies that have been provided or made available to you, including through publishing on the Website, eWallet App or any other SCE Service and other connected Third-Party apps.
“Private Key”	means a critical piece of data used to authorize outgoing transactions and grants access to Assets on blockchain networks;
“Profile”	means the profile for each user of the Services. Profile is either a Consumer Profile or a Business Profile;
“QR Code”	means the unique two-dimensional code generated to identify the amount of transaction, the Crypto Address of the recipient, and/or other information;
“Regulatory Requirements”	means any law, statute, regulation, order, judgement, decision, recommendation, rule, policy or guideline passed or issued by parliament, government or any competent court or authority;
“SCE Materials”	means any software (including without limitation developer tools, sample source code, and code libraries),

data, materials, content and printed and electronic documentation (including the specifications and any integration guides) developed and provided by us or our Partners to you for download from the Website or eWallet App;

“SCE”, “we”, “us” or “our”

means The People’s SCE with limited liability, which is the organisation that offers the Service;

“Secret Phrase”

a series of words generated by your cryptocurrency wallet that allows you to recover and use your Private Key;

“Services”

has the meaning set out in section 5 of these Terms;

“Third-party Service”

means applications or software that are hosted, developed or operated by a third party.

“Third-party wallet”

means any cryptocurrency wallet service or provider, other than eWallet app;

“Ticker”

short symbol for a cryptocurrency token;

“Transaction Data”

means the data used to complete an Transactions or User-Merchant Transactions. These include the transaction amount, Crypto Address, transaction reference (optional), amount of transaction fee, and gas;

“User Account”

means contractual arrangement wherein a User has accepted these Terms of Use and ancillary policies and registered on the Website and/or Apps. Means that User has generated an unique and private key on the eCredits blockchain and established various Crypto Assets (such as ETH or ECS Address). The User Account includes User information, information on Assets balance and account history and other information related to such User’s use of the Services;

“User”, “you” or “your”

means all Consumers, Merchants and everyone who is using the Services of the SCE.;

“Web Portal”

Web Portal is a web-based application that allows Users to connect their User’s Account, use the dashboard, get an overview of their Transactions, export Transactions and

more. Web Portal has additional features for Merchants and other users.

“Website”

means primary website located at the following web address: <https://ecredits.com>, or any of its subdomains or subpages and any other websites and/or URL which may replace it;

3 USER ACCOUNT

- 3.1 In order to use our Services under these Terms, you must create a Profile and register for an User Account. As part of the signup process you will need to accept these Terms and our Privacy Policy, and any other specific terms if applicable in the process. If you want to use our other/ additional services, you may be asked to accept additional terms and conditions and change your Profile (as for example Merchant Terms of Service).
- 3.2 You may be required to provide additional information and/or documents for us if you wish to use Profile other than User Account linked to your Consumer Profile.
- 3.3 All information you provide during the signup process or any time thereafter must be accurate, current, truthful and complete. If at any time we believe that your information is outdated or inaccurate and you are not eligible to use the Services, we may: (i) contact you and request further information or request that you go through the verification process again; (ii) freeze your User Account, (iii) disable the use of the eWallet App and Web Portal (partially or in total). We shall not be liable for any losses arising out of your failure to maintain up to date information. You shall be able to access your Assets on Third-party wallets, if you can not access the eWallet App and Web Portal.
- 3.4 Once the User Account is created, each user shall choose a Profile (Consumer or Business) and generate a seed phrase and corresponding Private Key to access the Assets. Only one seed phrase is associated to each Profile.
- 3.5 If you have any intention to use our Service for commercial purposes, you must also register under the Business Profile. You are using your User Account for commercial purposes if you are receiving Transactions for or in connection with any business activity. If you are using our Service for commercial purposes, in addition to these Terms, you shall be bound by our Merchant Terms of Service. If you are in any doubt about whether an activity amounts to a commercial activity, you should contact customer service.

4 ELIGIBILITY

- 4.1 Your use of the Services, eWallet app and the Web Portal is dependent on your capability to accept these and other applicable terms and Policies, your holding of a valid Profile and User Account.
- 4.2 Our Services are not available to:
- (a) individuals below 18 years of age (minors);
 - (b) persons who are not lawfully permitted to use our Services;
 - (c) persons who cannot enter into legally binding contracts;
 - (d) residents of any country where we do not provide the Services.
- 4.3 To use the Services, you are required to read these Terms and agree to be legally bound by the terms and conditions of the Terms and actively accept our data processing practices as indicated in Privacy Policy and other applicable terms;
- 4.4 Using the Service also requires you to have a compatible mobile device (compatible devices will be specified on the Website). You are responsible for ensuring that the Mobile Device used to access eWallet app at all times comply with the technical requirements imposed under these Terms or any other Policies. We do not warrant that Service will be compatible with your mobile device and we disclaim all liability arising from any harm to any Mobile Device.

5 DESCRIPTION OF SERVICES

- 5.1 Services offered by SCE are provided through the eWallet app, which is a non-custodial cryptocurrency wallet on the various blockchains, such as eCredits, Ethereum, and other blockchains. The eWallet app provides Users with an User Account to receive, send and hold Assets on a private Crypto Address and conduct User-Merchant Transactions with Merchants along with other features, such as the eActivity reward program. The eWallet App provides the User with ability to manage its User Account and Profiles (if the User is also a Merchant), as well as other applications, solutions, APIs, and technology provided by SCE to ensure the functionalities described in this section.
- 5.2 eWallet app, accessed through a mobile device or Website, allows you to, among other things: (a) access your User Account; (b) send or receive Assets; (c) enter into User-Merchant Transactions with Merchants; (d) explore the Merchants accepting Assets; (e) view the balance of the Assets on your Crypto Address; (f) collect rewards, such as ACT - eActivity tokens; (g) cashback on User-Merchant Transactions through Third-party service providers; (h) view your Transaction Data history; (i) find information about marketing campaigns.
- 5.3 Some functionalities and Services from provision 5.2. can be also accessed on the Web Portal.

- 5.4 Certain rewards, bonuses, and third party services are only available on transactions of certain Assets, as will be displayed within the eWallet app and WebPortal at all times. E.g. eActivity Program and eCashback (supported by Third-Party Service) is only available for User-Merchant Transactions made in ECS.
- 5.5 Services may be amended, modified and changed during the duration of these Terms, unless stated otherwise herein. Our Services also include any other service we may provide in the future and which may be at a later stage available through the eWallet App and/or Web Portal. For the use of additional services, you may be required to accept additional terms and conditions.

6 eWallet app

- 6.1 User's Account is accessed with the eWallet app and the WebPortal. eWallet app is an application, accessed through a Mobile device that:
- (a) generates Secret Phrases, Private Keys and public cryptocurrency addresses that you may use to send and receive Assets (Transactions);
 - (b) allows users to connect with third party centralized or decentralized applications ("Apps") or Exchanges;
 - (c) allows the use of User-Merchant Transactions;
 - (c) allows users to access other Services as described in these Terms or published on the Website.

eWallet app represents a non-custodial cryptocurrency wallet, which means that SCE does not store nor has access to your Private Key or Assets. We do not send or receive Assets and can not access or restore your Private Key. Any Transaction occurs on decentralized blockchain, not controlled by the SCE.

- 6.2 Each User Account can have only one Consumer Profile and multiple Business Profiles. Each Profile is appointed with a Secret Phrase and multiple Private keys, that only the User have access to when a new Profile is created. When a User registers for a new User Account, the User Account is accessed via the eWallet App and may be used for making Transactions and User-Merchant Transactions. The User may make Transactions on Third-Party wallets, however, other Services from provision 5.2. of these Terms do not apply in this case.
- 6.3 **No Retrieval.** User Account, Secret Phrase and the Private keys are personal to you and you may not share your credentials with anyone. You are entirely and solely responsible for any and all activity connected to the use of your User Account, Secret Phrase and/or Private Keys.
- 6.4 **The only existing backup is with you.** We do not have access to or store passwords, Private Keys, word recovery phrase, passphrases, transaction history, PIN, or other credentials associated with your use of the Services. We are not in a position to help you retrieve your credentials. You are solely responsible for remembering, storing, and keeping your credentials in a secure location. Any third party with knowledge of one or more of your recovery phrase or PIN/password can gain control of the Private Keys and your Assets.

- 6.5 When you use your User Account, you agree and warrant to:
- (a) create and remember a strong password that shall not be used for any other website or online service;
 - (b) protect and keep your recovery phrase secure and confidential;
 - (c) to maintain the security of the User Account by protecting the password and restricting access to the User Account;
 - (d) to take responsibility for all activities that occur under the User Account and accept all risks of any authorized or unauthorized access to the User Account;
 - (e) keep Secret Phrase and Private key private, secure and protected against loss.
- 6.6 **Blockchain protocol.** All transactions created through the eWallet app are confirmed and recorded in the blockchain network of the respective Asset. All blockchain networks used in the Services are decentralized peer-to-peer networks, run by independent third parties. The SCE does not own or control the any blockchain network and cannot guarantee that transactions are confirmed and processed.
- 6.7 You acknowledge that we do not store, send, or receive Assets and you agree that the transactions you initialize on eWallets app may fail, or may be substantially delayed by the underlying blockchain network.
- 6.8 **User Account limitations.** We may restrict access to your User Account if we reasonably deem necessary to protect us or other users if: (a) we are subject to legal or financial risk; (b) you have violated any term of these Terms; (c) any dispute exists involving your User Account or transaction conducted in connection therewith; (d) we needed to protect the security of our systems; (e) is so required by Regulatory Requirements or court order or if otherwise requested by law enforcement or any governmental entity. We may restrict access to, and availability of, your User Account for the time that it takes for us to complete any pending investigation or resolve a pending dispute. In this case, User can export the Private Key to a Third-party wallet (such as Metamask, and others) and continue to use the blockchain of a certain Assets and Transactions without any additional service offered by SCE (such as User-Merchant Transactions, notifications, eWallet app, Web Portal, rewarding systems and other Services).
- 6.9 **User Account history.** All your Transactions and User-Merchant Transactions are recorded on the blockchain of a certain Asset and are shown on your User Account. You acknowledge, that we are not responsible for any disclosure, misinformation or false representation of your Transactions from any blockchain network. You can always verify your transactions on the blockchain network of any Asset. Upon the termination of these Terms for any reason, we will not have any obligation to you to store, retain, report, or otherwise provide any copies of, or access to, any records, documentation or other information in connection with the Service, unless otherwise required by law.
- 6.10 **Closing User Account.** You may close your User Account at any time by contacting the support or by using the close my account feature in the eWallet App and follow the instructions. Your User Account will be closed upon termination of these Terms in

accordance with Termination Section of these Terms. Please know that deleting your App does not mean that your Assets have been lost, it merely means that you cannot use our Services. You can transfer your Assets on third-party wallets on the blockchain. Be aware that you must store your Private key upon closing your User Account, since you will not be able to access the Assets through eWallet app upon closure.

- 6.11 **Your Responsibility.** You are responsible for all Transactions (including User-Merchant Transactions) on the blockchain and you confirm that you are aware of all the risks connected with blockchain and cryptocurrencies. If you make Transactions or User-Merchant Transactions on wrong Addresses, you acknowledge, that we can not reverse or reimburse any transactions on blockchain networks.

7 USER-MERCHANT TRANSACTIONS

- 7.1 Our Services enable you to use the Assets in your User Account to make transactions to Users with Business Profiles for the purchase or lease of content, goods or services from the Merchant, resulting in the transfer of the agreed amount of the Assets (User-Merchant Transaction). You can initiate an User-Merchant Transaction by using one of the options within the eWallet App such as: (i) using the “scan” button (scan the QR Code provided by Merchant and follow subsequent transaction authorization instructions); (ii) using the “send” function; (iii) using other option as/if available.
- 7.2 Subject to the terms of these Terms, User-Merchant Transactions are made via blockchain of the respective Asset between you and Merchants. We do not and cannot interfere between User-Merchant Transactions and/or any other Transactions. We are not involved in any underlying sales transaction between you or any Merchant. In this limited capacity, we are neither the buyer nor the seller of the items or services the Merchant offers for sale and are not a party to the sales contract. Regarding any matters relating to the sales you need to refer to a specific Merchant, where Merchant’s terms&conditions and local regulation applies. User-Merchant Transactions are made via a smart contract, filled and prepared by the Merchants. We only offer the software for the Merchants to make User-Merchant Transaction offers to other Users.
- 7.3 In this limited capacity, we are neither the buyer nor the seller of the items or services Merchants offer for sale and are not a party to the sales or any other contract. In relation to Transactions, any legal relations are exclusively between one user as a buyer and the other as a seller, and we are not a party to relations between an User and Merchant making purchases with Assets. Unless provided otherwise in these Terms, we will not mediate disputes between the users or enforce or execute the performance of any sales or other contract. We are not a fiduciary or trustee of any Consumer or Merchant. We do not guarantee performance by or on behalf of any Consumer or Merchant.

If a dispute arises between you (as a buyer) and a Merchant (as a seller), you release us from any and all claims, demands, and damages (actual and consequential) in any way connected with the dispute and the transaction. The Merchant is solely responsible for issues relating

to its products or services (including pricing, rebates, item information, availability, technical support, issuing of VAT invoices where required, functionality and warranty), order fulfilment, order cancellation, returns, refunds and adjustments, and feedback concerning experiences with its personnel, policies or processes.

- 7.4 We do not process or authorize Transactions that you initiate.
- 7.5 All administrative or legal requirements of Merchants (such as issuance of receipts, taxation and other) are solely between you and the Merchant. SCE will not and is under no obligation to provide you with a physical receipts or other written confirmations in connection with any User-Merchant Transaction.
- 7.6 **Minimum transaction amount.** Your Transaction may be subject to minimum transaction amount as set out by the eWallet app. You will not be able to initiate a Transaction if the amount of the transaction you wish to make is lower than the minimum transaction amount applicable. The limit for Transactions between Users or third-party wallets can vary and shall be published within the eWallet app and/or on the Website.
- 7.7 **Taxes.** It is your responsibility to determine what, if any, taxes apply to the Transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your Transactions, or for collecting, reporting, paying or remitting any taxes arising from any Transactions. You hereby agree to comply with any and all applicable tax laws in connection with your use of the Services, including without limitation, the reporting and transactions of any taxes arising in connection with Transactions made through the Services.

8 THIRD-PARTY SERVICES

- 8.1 SCE may incorporate and/or provide access to Third Party Services (including but not limited to Exchanges and Third-party wallets). Users may at their own discretion connect their Accounts with its corresponding wallet address to Third-party Services (including Exchanges and Third-party wallets) that are available for connection on the eWallet app. Users can send and/or receive Assets and use other available functionalities. User may also use additional functionalities offered by Third-party Services, such as, for example, but not limited to:
- i. displaying of prices of different cryptocurrencies and/or FIAT pairs held by Third-party Services,
 - ii. facilitating the service of exchanging cryptocurrencies and/or FIAT pairs through services of Third-party Services connected to eWallet and Webportal via API connections,
 - iii. offering a full range of other services through various smart contracts on the blockchain (e.g. cashback smart contract).

- 8.2 Third Party Services may not work appropriately with eWallet app, and we may not be able to provide support for issues caused by Third Party Services. If you have questions or concerns about how a Third-Party Service operates, or need support, please contact the relevant Third Party directly.
- 8.3 We retain the exclusive right to add to, modify, or cancel the availability of any such Third-Party Service for any reason and without prior notice.
- 8.4 The SCE Services under these Terms or any of the Policies do not provide or guarantee any of the services described in section 8. of these terms, such as, for example, enabling the exchange of Assets and/or FIAT or the display of prices between different Assets and/or FIAT. In any case, even if such mentioned features are located or displayed anywhere within the eWallet app or Webportal, these services are always provided by a Third-Party via API connections and not by SCE.
- 8.5 User agrees that the User's use of Third-Party Services is subject to separate terms and conditions between you and the Third-Party identified in eWallet app, Webportal or on the Website. SCE is not responsible for any performance, or failure to perform the Third-Party Services. It is User's responsibility to review the Third Party's terms and policies before using a Third-Party Service. User enters into an independent business relationship with a Third-Party.
- 8.6 SCE shall not be liable for any acts or damages resulting from the services or actions of Third parties. Any liability arising from the use of Third-party Services shall pass to such Third Parties and the SCE shall not be liable for any claims arising from such Third Party Services. User must carefully examine all facts and possible risks relating to each Third-party Service and accept their terms and conditions. SCE shall not be liable for:
- i. information, data, prices, promises, rights or obligations displayed on eWallet, Webportal or Website by Third-Party Services,
 - ii. losses or damages based on the usage Third Party Services,
 - iii. errors or transactions of Assets in any case.
- 8.7 Some Third-Party Services may request or require access to your personal data. The processing of such data will be handled in accordance with the relevant Third Party's privacy policy and best practices.

9 BLOCKCHAIN FEES – GAS

- 9.1 Every transaction on the blockchain includes a blockchain fee which is paid to miners/validators for their work for mining/validating or confirming transactions and adding blocks to the blockchain in fractions of respective Asset.

- 9.2 When User is making Transactions on the eWallet, they acknowledge, that they will be charged with gas fees and other Transactions fees, published within the eWallet app or on the Website. A gas fee is automatically calculated by the eWallet, when making Transactions.
- 9.3 When making User-Merchant Transactions, the Merchant generates a User-Merchant request which is deducted by the required gas fee for the transaction. The gas fee is included in the transaction fee calculated by the eWallet.
- 9.4 The User agrees not to hold SCE liable for any other charges from the any respective blockchain for the Transactions or User-Merchant Transactions, not published within the eWallet app or on the Website.

10 RISKS

- 10.1 User agrees and acknowledges that Services, blockchain technology, cryptocurrency protocols and related technologies are correlated with certain risks. By using the Services and establishing an User Account, Users accept the risks outlined in these Terms and other risks not specified herein.
- 10.2 User agrees and acknowledges that SCE hereby expressly disclaim any and all responsibility and liability for any direct, indirect, incidental, special or consequential losses or damages of any kind, including but not limited to damages or losses in profits, goods or services, irrespective of whether or not the User has been notified, advised or otherwise might have anticipated the possibility of such loss or damage occurring in light of (but not limited to) the following risks. User will defend, indemnify, and hold harmless SCE and/or any of their agents, officers, directors, or employees from and against any violation of such laws or regulations. User acknowledges that he has understood and been warned of the following risks:
 - a) **Price risks:** User agrees and acknowledges that he shall access and use the Services at his own risk. The risk of loss in purchasing Assets on Exchanges can be substantial. With using the Services User acknowledges and consents that use of Services may result in total loss of value of those Assets due to factors that affect the price/value and overall performance of the cryptocurrency markets in which the User is involved.
 - b) **Volatility risks:** The actual price/value of Assets at which an User-Merchant Transaction or a Transaction is executed may be different than indicated at the time when User's User-Merchant Transaction Order was initiated, especially during periods of illiquidity, or volatility in the marketplaces for any Asset. SCE is not liable for any direct, indirect, incidental, special, or consequential damages or losses in profits, goods or services, which might occur due to any such price fluctuations.
 - c) **Third-party exchange of Assets:** SCE gives no guarantees with regards to the volume, price or other specifications on exchanges and no warranties with regards to any exchange service

providers or the price of Assets on such exchanges, whether within or outside the eWallet App.

d) Legal risks: Due to the legal uncertainty in different jurisdictions on digital-ledger technology, there is a risk that in some jurisdictions Assets might be prohibited, considered as security, financial instrument or limited in any other way. SCE gives no warranties or guarantees on the legal nature of Assets. All Users shall bear their own legal and financial consequences of Assets possibly being prohibited or considered as security, financial instrument or limited in any way in their respective jurisdiction. The legal ability of SCE to provide Services in some jurisdictions may be limited or eliminated by future regulation or legal actions. In that respect, SCE has total discretion to cease providing Services in any jurisdiction, or to adjust charging for Services in a way that complies with the regulation should that be possible and viable. Every User shall monitor at any time whether possession or disposal of Assets is legal in their jurisdiction. By accepting these Terms every User agrees and warrants that they will not possess Assets or use the Services should their use not be legal in the relevant jurisdiction.

d) Risks regarding blockchain protocols and blockchain technology: Any unexpected or unintended malfunction of those technologies or protocol can cause Assets or Services to malfunction or function in a different manner. SCE does not guarantee that in those cases Services shall operate without any disturbances, flaws, errors or defects and bugs that may intervene with the full functionality of Services. There are also potential risks with unfavourable regulation or governmental action in different jurisdictions that could in any way limit the use of the technologies and protocols. The blockchain source code (or any other blockchain technology) could be updated, amended, altered or modified from time to time by the developers and/or the blockchain community. Also, other codes and protocols in the blockchain community, used by the algorithms, can be altered the same. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects our Services which might also affect the price/value and overall performance of the markets in which the User is involved. Any possible changes in the blockchain protocols could adversely impact the operation of our Services and could in the worst-case scenario, ruin the sustainability of the Services.

e) Risk of theft, hacking, mining attacks or loss: Hackers or other groups or organizations may attempt to interfere with the Private keys, Third-party wallets of Users, the Website, Services and/or Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. There are also other risks which could result in theft or loss of Assets such as unintentional security weaknesses or bugs on the Website, Web Portal and/or eWallet app, any advances in cryptography and other technical advances that could interfere with blockchain technology, Website, Services, Assets and other unexpected risks. There are also risks in the blockchain network or any other network which the Services, Assets interact with that can result in the loss of Assets. Blockchain networks are susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, selfish-mining attacks, and race-condition attacks, that could present a risk to Assets, price/value of Assets

and overall performance of the markets in which the User is involved. SCE makes no warranty that the Website, Web Portal, eWallet App, Services, Assets will be uninterrupted, free of viruses or other harmful code, timely, secure, or error-free.

f) Internet transmission risks: There are risks associated with using the Services, such as the failure of hardware, software, and internet connections. SCE shall not be responsible for any communication failures, disruptions, errors, distortions or delays Users may experience when using our Services, Website or using Assets.

Crypto-assets have special risks not generally shared with official currencies or goods or commodities in a market.

g) Cryptography risks: There are risks associated with cryptography, such as code cracking or technical advances such as the development of quantum computers, that could present risks to all cryptocurrencies including Crypto-assets and Services. This could result in the theft, loss, disappearance, destruction or devaluation of Services, Crypto-assets, including price/value of Assets and overall performance of the markets in which the User is involved.

h) Development failure or abortion: Due to the technological complexity and difficulty that may be uncertain, unforeseeable and/or insurmountable, the development of the Services could fail or abort at any time for any reason.

i) Risk of loss of value and uninsured losses: The value of Assets may fluctuate, and you may suffer loss in value either with using the Services and/or Third-party services or Exchanges. In this regard, SCE does not hold any liability for any direct, indirect, incidental, special, or consequential damages or losses in profits, goods or services.

In addition to the risk of loss of value, Assets are entirely uninsured and are unlike bank accounts or accounts at some other financial institutions. SCE does not grant or assure any compensation for possible damages or losses, which might be directly, indirectly or consequently linked to actual losses or losses in profit in respect to Assets.

j) Unanticipated risks: Crypto-assets and blockchain technologies are new and untested technology and in addition to the risk outlined in these Terms, there are also unforeseeable risks that may materialize as unanticipated and might affect the price/value of Assets and overall performance of the markets in which the User is involved. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit to accurately guide the development of Services to consider such unforeseeable changes in the domains of cryptography or security.

k) Fork policy: Hard forks are chain splits, where several post-fork chains are created with different characteristics, which may or may not be backwards compatible. These are usually meant to be protocol upgrades. A large majority consensus is achieved, and nodes

immediately upgrade to the latest version of protocol software, and only the dominant blockchain remains active.

User acknowledges and agrees that SCE assumes no liability for any failed deposits and/or withdrawals and or any kind of direct, indirect, incidental, consequential loss of funds or profits whatsoever. User acknowledges, agrees and warrants that he has been warned of the potential risks involved by using the Services, Assets and other relevant technologies mentioned herein as well as that there may be other risks involved, which are not specified herein and that you fully accept them as your risks without SCE being liable for any kind of direct, indirect, incidental, consequential damages or losses of funds or profits whatsoever.

10.3 There may be additional risks that we have not foreseen or identified in our Terms. You should carefully assess whether your financial situation and tolerance for risk is suitable for using our Services.

11 PROHIBITED TRANSACTIONS

11.1 If you conduct or attempt to conduct any transaction in violation of the prohibitions contained in this section, we reserve the right to: (ii) close or suspend your User Account; (iii) report the transaction to the relevant law enforcement agency; (iv) claim damages from you; (v) to suspend or terminate your User Account.

11.2 It is your and not our responsibility to ensure that you only send Transactions to persons or entities for the sale or supply of goods and services that you may receive in compliance with any applicable Regulatory Requirements. The mere fact that a person or entity accepts transactions through us is not an indication of the legality of the supply or provision of their goods and services. If you are in doubt as to the legality of a supply or purchase, you should not continue with your transaction and inform us via customer support.

11.3 **Prohibited Transactions.** A non-exhaustive list of prohibited products and services includes adult products and services; products and services produced or supplied in violation of third party's rights; products or services that infringe the third party's intellectual property rights; copyrighted material; dangerous goods and services; goods and services enabling immoral or unscrupulous behaviour; financial products and services; rare, scarce or valuable materials or services; User Account in an attempt to abuse, exploit or circumvent the usage restrictions imposed by a Merchant on the products and services it provides. For the complete non-exhaustive list of prohibited products and services please refer to our Website. We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to these Terms or an acceptable use policy published on the Website.

11.4 **Illegal Transactions.** In addition to the Section 11.1., it is strictly prohibited to make transactions to persons or entities offering illegal products or services. It is also strictly forbidden to use your User Account for any other illegal purposes including, but not limited to, fraud and money laundering. Non-exhaustive list of illegal transactions can be found on

our Website. It is your responsibility to ensure that you do not use our services for transactions that may be considered illegal in your jurisdiction. We may suspend or terminate your User Account at any time or refuse to execute or reverse a transaction if we believe that you directly or indirectly use or have used your User Account for or in connection with illegal gambling transactions or for prohibited transactions.

12 SECURITY

- 12.1 You must take all reasonable measures necessary to keep your User Account and Private key safe at all times. You must never allow anyone to access your User Account or watch you accessing your User Account. All Transactions are processed by blockchain and anyone who obtains access to your Private key or credentials to the User Account could use it to enter into User-Merchant Transactions or Transactions without your permission or knowledge, and such transactions can not be reversed and can not be recovered once initiated. If you have any indication or suspicion of your User Account, login details, password or other security feature being lost, stolen, misappropriated, used without authorisation or otherwise compromised, you are advised to change your password, create a new private key and transfer all your Assets to a new address. You must contact customer service without undue delay on becoming aware of any loss, theft, misappropriation or unauthorised use of your User Account, login details, password or other security features.
- 12.2 We may suspend your User Account or otherwise restrict its functionality on reasonable grounds relating to the security of the User Account or any of its security features or if we reasonably suspect that an unauthorised or fraudulent use of your User Account has occurred or that any of its security features have been compromised. However we do not have any control over your Private Key, since the only copy is with you, so we can not take any action to prevent unauthorised use of your Private key.
- 12.3 We will notify you of any suspension or restriction of your User Account and of the reasons for such suspension or restriction in advance or, where we are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying you would be unlawful or compromise our reasonable security interests. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

13 TERM AND TERMINATION

- 13.1 **Term.** These Terms commence on the date that you register for the Service. The Terms will continue unless and until terminated in accordance with the provisions of these Terms.
- 13.2 **Termination by You.** Unless otherwise agreed in writing by you, you may terminate these Terms at any time by contacting customer service. You may export your Private key and use your Assets outside the scope of our Services and commence Transactions on Third-Party

wallets. Please know that deleting our App from your mobile device does not mean that you have terminated our services.

Suspension or Termination by Us. We may terminate these Terms at any time by giving you 1 month notice via email to email address you have provided when registering for our Services. We reserve the right to refuse service, terminate accounts or suspend accounts with immediate effect if you are in breach of applicable laws, these Terms or any other applicable terms and conditions, guidelines or policies. We reserve the right to refuse to provide the Services to any person at any time and for any reason.

- 13.3 **Effect of Termination.** In addition to any transaction obligations under these Terms, the following sections of these Terms survive and remain in effect in accordance with their terms upon the termination of these Terms: 14, 15, 16, 19, 20, 21.

14 CONFIDENTIALITY

- 14.1 You are obliged to treat all information relating to the contractual relationship between you and SCE (including this section) as confidential. The duty of confidentiality applies unless otherwise agreed and in cases where you are required to disclose such information by Regulatory Requirements or a decision taken by public authority, or where the information in question is already publicly available and this fact cannot be attributed to the breach of contract from your part. You acknowledge that the Confidential Information of SCE is valuable to SCE and agree to treat as confidential all Confidential Information received from SCE in connection with these Terms. You will not disclose such Confidential Information to any third party except to perform your obligations under these Terms or as required by Regulatory Requirements or government authorities, and in each case, you will, to the extent permitted under Regulatory Requirements, give SCE prior notice of such disclosure. Upon termination of these Terms or at the written request of SCE, you will promptly return or destroy all material embodying Confidential Information of SCE. Notwithstanding the foregoing, you may retain reasonable copies of SCE's Confidential Information to comply with Regulatory Requirements or in order to exercise its rights under these Terms, provided that such retained Confidential Information will not be disclosed or used for any other purposes.
- 14.2 SCE is entitled to disclose information about you to technical subcontractors and other companies, provided that such disclosure is required in order for SCE to fulfil its obligations under the Terms. You give your consent for SCE to disclose information about you (such as contact details, information relating to the Terms and information on the business relationship with SCE) to our Partners for use in e.g. intra-group reporting, marketing, and in group companies' sale of products and services. You shall not issue any press release or make any public announcement pertaining to these Terms without the prior written consent of SCE unless required by Regulatory Requirements binding on you. This provision also applies once the Terms has come to an end.

15 DATA PROTECTION

- 15.1 Please read our [Privacy Policy](#) to understand how and what data we collect and why we use it. By accepting these Terms, you also agree to the terms of our Privacy Policy. You should print and keep a copy of the Privacy Policy together with these Terms.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 As part of our Services, we allow you to download our Services for use on your mobile/computer device or Website for the sole purpose of accessing and using our Services in accordance with these Terms and we grant you a non-exclusive, personal, non-transferable licence for this sole purpose. You agree that all confidential information, copyright and other Intellectual Property rights in our Services or any portion of the Services belong to us, our Partners or the Third Parties who have licensed us to use those rights. Except for the limited use and access rights described in these Terms, you do not, by virtue of these Terms, acquire any ownership interest or rights in the Service, Website, Web Portal, eWallet App, the SCE Materials, our Intellectual Property, or such other technology, software or intellectual property provided or made available by us or our Partners.
- 16.2 You may not, and may not attempt to, directly or indirectly: (a) transfer, sublicense, loan, sell, assign, lease, rent, act as a service bureau, distribute or grant rights to any person or entity in the Service or the SCE Materials; (b) remove, obscure, or alter any notice of any Trademark, or other intellectual property or proprietary right appearing on or contained within the Service or on any SCE Materials; (c) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the SCE Materials; provided that, the foregoing shall not prevent you from making derivatives of software that is made available by us on the Website in accordance with separate license terms accompanying such software expressly permitting the creation of derivatives; and (d) reverse engineer, disassemble, or decompile the SCE Materials or the Service or apply any other process or procedure to derive the source code of any software included in the SCE Materials or as part of the Services.
- 16.3 You acknowledge that we and our Partners are the sole owner of the Intellectual Property, and you agree to do nothing inconsistent with that ownership. All goodwill arising out of your use of Intellectual Property will inure to the sole benefit of us and our Partners. Our and our Partners' Intellectual Property may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion, or in any manner that disparages or discredits us or our Partners. We may revoke your license at any time in our sole discretion. Upon the termination or expiration of these Terms, you shall immediately cease and discontinue all further use of our Intellectual Property. We and our Partners may use your name, logo, service name or trademarks as designated by you solely as necessary to provide the Service in accordance with our specifications and other Policies (including without limitation in co-branded web pages used to process orders).
- 16.4 **Press Releases.** You may not issue any press release or make any public statement related to the Service, or except as expressly provided in these Terms, use our or any of our

Partners' name, trademarks or logo in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way.

17 USER CONTENT, THIRD-PARTY CONTENT

17.1 **User Content.** The Services may permit you or other Users to create, post, send or store messages, photos, text and other materials ("User Content"). SCE claims no ownership or control, takes no responsibility for, or assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto. You agree that the User Content will not:

- be illegal – for example, you can't post or upload anything offensive or obscene;
- infringe other peoples' (including our) rights – for example, use our brands; trademarks or logos without our permission or charge others for our content or services;
- be libelous (damages the reputation of someone), breach anyone's privacy, or harass, cause real distress or inconvenience to any person;
- promote or threaten violence against anyone or advance criminal activities, including terrorism, human trafficking or modern slavery;
- impersonate any person or entity or misrepresent your connection or affiliation with a person or entity or otherwise solicit, collect or store (or attempt to solicit, collect or store) personal information about other Users.

17.2 **Third-Party Content.** While using the Services you may encounter links to third-party content and links to websites or content owned or operated by third parties, including those we link to or those of Merchants who accept transactions via our Service (collectively, "Third-Party Content"). Such content may include materials you consider to be offensive, objectionable, not accurate etc. We do not own, control or endorse any Third-Party Content and make no representation or warranties of any kind regarding the Third-Party Content. We assume no responsibility or liability for such Third-Party Content, as is it created by a Third Party, it does not represent our views and we expressly disclaim all liability arising or connected to such Third-Party Content. If you become aware of any misuse of our Service and wish to complain about any Third-Party Content on our Service or believe any of your rights have been violated e.g. your copyright infringed, you have been defamed etc., you can reach us by contacting customer service. We shall not be responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such Third-Party Content. You acknowledge and agree that we are not responsible or liable in any manner for any Third-Party Content and undertake no responsibility to update or review any Third-Party Content. You expressly acknowledge and agree that by navigating to a Third-Party Content, you will be bound by their terms and conditions and privacy policy. All links are provided "AS IS" and solely for your convenience, and you use them at your own risk.

18 YOUR REPRESENTATIONS AND WARRANTIES

18.1 You represent and warrant to us that:

- You have read and agree to these Terms;
- You are at least eighteen (18) years of age;
- You are eligible to register and use the Services and have the right, power, and ability to enter into and perform under these Terms;
- Any information you provide in connection with the Services are accurate and truthful;
- You will only use the Service to transact on your own User Account and not on behalf of any other person or entity;
- You will resolve any dispute or complaint directly with the Merchant;
- You and all transactions initiated by you will comply with all applicable Regulatory Requirements, including any tax laws and regulations;
- You will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service;
- You will use our Services in compliance with these Terms and any other terms and privacy policy connected with our Services;
- You will not use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- You will not use our Services to pay for, support or otherwise engage in any illegal activities; including but not limited to: gambling, fraud; money-laundering; or terrorist activities; or other illegal activities as stated herein and general;
- You will not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- You will not use or attempt to use another User's User Account without authorization;
- You will not attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
- You will not be 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 traveler's checks, and escrow services;
- You will not provide false, inaccurate, or misleading information;
- You will not encourage or induce any third party to engage in any of the activities prohibited under this Section;
- You will not create multiple User Accounts to use our Services.

19 DISCLAIMER OF WARRANTY

- 19.1 **Disclaimer.** The services are provided “as is,” “as available” basis and without any representation or warranty, whether it is express, implied, or statutory. You expressly waive and we and our officers, directors, agents, joint venturers, employees and suppliers of sce, expressly disclaim any and all representation and warranty of any kind regarding our services or the content, materials, information and functions made accessible by our services used on or accessed through the services, or for any breach of security associated with the transmission of sensitive information through the services.

SCE does not warrant or guarantee that the services are accurate, reliable or correct; that the services will meet your requirements; that the services will be available at any particular time or location, uninterrupted, error-free, without defect or secure; that any defects or errors will be corrected; or that the services are free of viruses or other harmful components. SCE shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of any transactions or the Services. You agree with the risks section of these terms when using the services.

We do not have control of, or liability for, goods or services and Assets that are paid for using the Services. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party and we are not responsible for the quality, performance, or any consequential results of the products and/or services purchased using the Services.

20 LIMITATION OF LIABILITY

- 20.1 To the maximum extent permitted by applicable law, in no event will SCE be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of assets, vprofits, goodwill, use, data, or other intangible losses, that result from the use of, inability to use, or unavailability of the Services or blockchain technology. In all cases, SCE will not be liable for any loss or damage that is not reasonably foreseeable. Under no circumstances will SCE be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the services or your User Account or Private key, or the information contained therein.
- 20.2 Some jurisdictions do not allow certain limitation of liability, therefore the foregoing limitation of liability shall apply to the fullest extent permitted by law in such jurisdictions.

21 INDEMNIFICATION

- 21.1 You will indemnify, defend, and hold us and our Partners (including our respective employees, directors, agents and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your wrongful or improper use of the Service, Private Key and blockchain technology; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) your violation of any applicable law, rule or regulation of Luxembourg or any other country; and (e) any other party's access and/or use of the Service with your unique name, password or other appropriate security code.

22 MODIFICATIONS TO THESE TERMS

- 22.1 We may modify the terms of these Terms, any Policy, or the features of the Service at any time. We will notify you of any updated Terms or Policy by posting it to our Website or via your provided email or otherwise communicated to you if/as needed.
- 22.2 Any change to a Policy will be effective upon the earlier of posting to our Website or when otherwise communicated to you. Any other change to these Terms will be effective 1 month after the earlier of the date of posting to our Website or of your receipt of our Communication regarding the change.
- 22.3 If you do not agree to any change to these Terms, any Policy or feature of the Service, you may terminate these Terms by contacting us through customer service and closing your User Account. You will be deemed to accept the changes to Policies if you do not terminate these Terms after the earlier of the date the updated Policy has been posted to our Website or otherwise communicated to you, and you will be deemed to accept the changes to these Terms (other than Policy changes) if you do not terminate these Terms within 1 month after the earlier of the date the updated Terms have been posted to our Website or otherwise communicated to you.
- 22.4 Where an amendment to the Terms is required by Regulatory Requirements or relates to the addition of a new service, extra functionality to the existing Service, a reduction in the cost of the Services or any other change which neither reduces your rights nor increases your responsibilities, the amendment may be made without prior notice to you and shall be effective immediately and you shall not have the right to object to such a change.
- 22.5 You are at all times responsible for reading and understanding each version of these Terms and our Policies as well as checking for updates to this Agreement periodically. Therefore, we encourage you to review the Policy and Terms updates as the changes will be applicable to the use of our Services as of the effective date.

23 NOTICES AND COMMUNICATIONS

- 23.1 These Terms are in the English language, and you agree that we will communicate with you and you will communicate with us in English and/or local language in the given jurisdiction (if made available by us) during the term of these Terms.
- 23.2 When you use the eWallet App, visit the Website or contact our customer service, you are communicating with us electronically or/and via phone. We communicate with you via the eWallet App, Web Portal Website (either directly or through the “Support” facility) and the email address we have on file for you. By registering for the Service and accepting the terms of these Terms, you affirmatively consent to receive notices electronically from us. We may provide all communications and information related to the Service and your User Account, including without limitation agreements related to the Service, amendments or changes to such agreements or any Policies, disclosures, notices, transaction information, statements, responses to claims and other user communications that we may be required to provide to you by Regulatory Requirements (collectively, "**Communications**") in electronic format. Communications may be posted to the Website or eWallet App or sent by email to the email address we have on file for you, and all such Communications will be deemed to be in "writing" and received by and properly given to you. You are responsible for printing, storing and maintaining your own records of Communications, including copies of these Terms. This condition does not affect your statutory rights, including the right to request a copy of these Terms at any time. You can contact us about the Service by visiting the "Contact Us" link on the Website or eWallet App, or by contacting our customer service.

24 FEEDBACK

- 24.1 In connection with your use of our Services you may provide us with your Feedback (suggestions, ideas, reviews, comments, material and questions or other information and/or material regarding our Services). We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials you provide to us, regarding our Services, whether by email, posting through our Services or otherwise. You waive any rights you may have to the Feedback (including any copyrights to the extent permitted by law) and we will be entitled to such Feedback for any purpose (including commercial use), without acknowledgment or compensation to you. Any Feedback you provide to us is non-confidential, non-proprietary and is not subject to a third-party license and we have no liability for any loss or damage suffered by you as a result of the disclosure or use of such Feedback. We have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

25 MISCELLANEOUS

- 25.1 **Interpretation.** (a) When a reference is made in these Terms to a section, such reference shall be to a section of these Terms unless otherwise indicated; (b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; (c) Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular; (d) Section and paragraph headings shall not affect the interpretation of these Terms.
- 25.2 **Independent Contractors.** Nothing in these Terms is intended to or creates any type of joint venture, employee-employer, escrow, partnership, or any fiduciary relationship between you and us or our Partners. Further, neither party shall be deemed to be an agent or representative of the other by virtue of these Terms. Neither party is authorized to, and will attempt to, create or assume any obligation or liability, express or implied, in the name of or otherwise on behalf of the other party. Without limiting the generality of the foregoing, neither party will enter into any contract, agreement or other commitment, make any warranty or guaranty, or incur any obligation or liability in the name or otherwise on behalf of the other party.
- 25.3 **Assignment.** You may not assign or transfer any rights, obligations, or privileges that you have under these Terms without our prior written consent. We may assign or transfer any rights, obligations or privileges that we have under these Terms to a Partner. Subject to the foregoing, these Terms will be binding on each party's successors and permitted assignees. Any assignment or transfer in violation of this section will be deemed null and void.
- 25.4 **No Waivers.** To be effective, any waiver by a party of any of its rights or the other party's obligations under these Terms must be made in a writing signed by the waiving party. No failure or forbearance by either party to insist upon or enforce performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms or otherwise constitutes a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right, or remedy in that or any other instance; rather, the same will be and remain in full force and effect.
- 25.5 **Severability.** If any portion of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect and, upon our request, the court will construe any invalid or unenforceable portions in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from these Terms and the rest of the Terms remains in full force and effect.
- 25.6 **Survival.** Any terms which by their nature should survive, will survive the termination of these Terms.

- 25.7 **Governing Law; Venue.** The Service is owned and operated by us and our Partners in Luxemburg. The laws of Luxemburg govern these Terms and all of its terms and conditions, without giving effect to any principles of conflicts of laws. Any dispute relating in any way to your use of the Service or these Terms will be exclusively adjudicated in the jurisdiction of the courts of Luxemburg City, Luxemburg.
- 25.8 **Out-of-court Complaint Process.** If you wish to make a complaint about the Service, you can make a complaint through our customer service. Your complaint shall be dealt with in accordance with our complaint management process.
- 25.9 **Entire Agreement.** These Terms, including without limitation the Policies, constitutes the entire agreement of the parties with respect to the subject matter of these Terms, and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter of these Terms. Except as expressly provided above, no modification or amendment of these Terms will be binding on us unless set forth in a writing signed by us.
- 25.10 **Language.** The original version of these Terms is written in English. Any translation into any other language is done for local requirements and in the event of a dispute, inconsistency or discrepancy between English and any non-English versions, the English version shall govern, to the extent not prohibited by local law in your jurisdiction.
- 25.11 **Contact.** If You need to contact us in relations to these Terms please email us to through customer service.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN AND BY USING OUR SITE YOU EXPRESSLY CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS AND GRANT US THE RIGHTS SET FORTH HEREIN.

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