

Binary Terms of Service

Binary Network Ltd., and/or its affiliates (“we,” “our,” “Company”, or “us”) provides its software services through its website located at www.thecryptowallet.io and related mobile applications and products (collectively the “Services” or “Binary ”). Before using our Services, please read the Terms of Service (the “Terms”) carefully, along with any other policies or notices on our website or mobile applications.

1. AGREEMENT TO TERMS

By accessing or using any or all of the Services, you expressly acknowledge that (i) you have read and understood these Terms; (ii) you agree to be bound by these Terms; and (iii) you are legally competent to enter into these Terms. If you do not agree to be bound by these Terms or any updates or modifications to these Terms, you may not access or use our Services.

WE DO NOT PROVIDE INVESTMENT OR FINANCIAL ADVICE OR CONSULTING SERVICES. WE ARE SOLELY THE PROVIDER OF Binary AND WE DO NOT ADVISE OR MAKE RECOMMENDATIONS ABOUT ENGAGING IN DIGITAL ASSET TRANSACTIONS OR OPERATIONS. DECISIONS TO ENGAGE IN TRANSACTIONS OR PERFORM OPERATIONS INVOLVING DIGITAL ASSETS SHOULD BE TAKEN ON YOUR OWN ACCORD.

2. DATA PROTECTION

For an explanation on how we collect, use and disclose information from our users please see our Privacy Policy at www.thecryptowallet.io/docs/termswallet. You acknowledge and agree that your use of the Services is subject to, and that we can collect, use and/or disclose your information (including any personal data you provide to us) in accordance with our Privacy Policy.

3. GENERAL CONDITIONS

3.1. These Terms regulate relations pertaining to the use of the mobile applications (“Software“) All of the services provided by Binary we identify in this document as “Services“

3.2. The following terminology applies to these Terms:

- “User”, “You” and “Your“ refers to you, the natural person (individual) accessing the website or Software, using our services and accepting these Terms.
- “Binary ”, “Ourselves”, “We”, and “Us” refers to the company Binary Network Ltd, duly organized under the laws of Seychelles.

- “Party” refers to either you or us. For the avoidance of any doubt, the contracting Parties under these Terms are you and Binary.
- “Digital Asset”, “Cryptocurrency” refer to blockchain-based software ledger data entries.
- “Exchange” means the swap of a crypto asset for another or the same one crypto asset, or the conversion of a fiat currency to cryptocurrency and vice versa.
- "Crypto Assets" means a type of assets that can be transferred only and exclusively using blockchain technology, including, but not limited to digital coins and digital tokens, and any other digital mediums of exchange.
- “Third-party service“ means any platform or network in which crypto assets belong to you or where you are the beneficial owner of crypto assets; and this platform is maintained by a third party outside of the Services; including, but not limited to third-party accounts.
- "Private Information" means User’s private keys, backup phrases or passwords.

3.3. In order to be able to use our Services you warrant and represent that you:

- Are at least 18 years old or of other legal age, according to the relevant jurisdiction;
- You are only transacting on the Service with legally-obtained funds that belong to you;
- You are not furthering, performing, undertaking, engaging in, aiding or abetting any unlawful activity through your relationship with us or through your use of the Services;
- You are not a resident of a sanctioned jurisdictions according to the EU legislation and FATF lists;
- You are not sanctioned by the EU, UN, USA or any authorities in the world;
- You are not located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of the Services is fully illegal and it does not violate any applicable law.
- You are comply with these Terms;
- You acknowledge and agree that Binary is not acting as your broker, intermediary, agent or advisor or in any fiduciary capacity, and no communication or information provided to you by Binary shall be considered or construed as advice;

- 3.4. In these Terms, unless otherwise specified, the words importing the singular include the plural and vice versa, and the words importing gender include all genders.
- 3.5. YOU INDEMNIFY AND HOLD WALLET SERVICE LIMITED HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA OR LOSS OF ASSETS, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH INVALIDITY OR BREACH OF ANY OF THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF THIS SECTION AND THE ENTIRE TERMS.
- 3.6. Subject to your compliance with the Terms, Binary grants you a nonassignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the Software on devices you own or control solely for your personal or internal business purposes.
- 3.7. You accept that the Terms of Use may be updated by Binary at any time. If You do not read and accept the Terms of Service, You should not use or continue using the Services.

4. SERVICES PROVIDED BY Binary

ACCOUNT REGISTRATION. ELIGIBILITY CRITERIA

Binary is a cryptocurrency infrastructure, which consists of: 3.1 Binary Mobile Application

- 4.1. **Binary** allows for users to access and transfer ownership of virtual currency tokens ('Cryptocurrency'). Use of Binary is governed by these Terms.
- 4.2. **You Own Your Private Keys.** Binary does not store user's Private Information. It is very important that You backup Private Information. If You lose your Private Information then it will not be possible for Binary to recover it for You and You may lose access to your virtual currency or tokens. We kindly ask You to read the above paragraph carefully.
- 4.3. **Binary Exchange Operations.** Binary itself does not provide exchange service. Binary exchange opportunity is provided by Binary's partner(s):
 - **Changelly.** When making an exchange, you agree with Partner's Terms of Service <https://changelly.com/terms-of-use>

- 4.4. Although the Software makes it easy to engage with the integrated third parties, Binary shall not be responsible for any consequences stemming from your use of third-party integrated services.
- 4.5. **No Control Over Blockchains.** Binary is not the creator of and does not have any control over any of the virtual currencies that the Binary Mobile Non-Custodial Wallet Application allows you to store, exchange or to use.

5. SERVICES PROVIDED BY THIRD-PARTIES

Binary may provide information about third-party products, services, activities or events, or may allow third parties to make their content and information available on or through the Services. Binary provides Third-Party providers as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. Binary does not control or endorse, and makes no representations or warranties regarding any Third-Party providers, and your access to and use of such Third-Parties is at your own risk.

- 5.1. **Cryptocurrency rates.** All cryptocurrency rates available in the Exoz Mobile Non-Custodial Applications are supported by:
- **Binance.** The original terms and use are available at <https://www.binance.com/en/terms>
- 5.2. **Cryptocurrency transaction information.** User's balance and actual transaction history are supported by each cryptocurrency block explorer e.g. <https://etherscan.io/>, etc.
- 5.3. **Virtual currency exchange.** Binary provides virtual currency conversion of a fiat currency to cryptocurrency and vice versa through our third-party partners. The rules described in the Terms of Use of our partners apply to you in full. Please refer to and respect the relevant Terms of Use available here:
- **PayBis.** The original terms of use are available at <https://paybis.com/policies/terms-of-service/>
 - **Changelly.** The original terms of use are available at <https://changelly.com/terms-of-use>

Providers payment processing is subject to local bank policies. Issuer banks may decline the payment on their own terms.

In no event shall a description or reference to a third party's product or service (including, but not limited to, providing a description or reference via hyperlink) be construed as an endorsement or promotion of such third party products or services by us. We retain the exclusive right to add to, modify, or cancel the availability of any Third Party Service. You may agree to receive push notifications from Third Party Content providers. In order to receive push notifications, you must opt in to the service. Push notifications will not be automatically enabled on your device for Third Party Content. We do not control, endorse, or adopt any Third Party Content shared

through push notifications, and will have no responsibility for Third Party Content including, but not limited to, token availability and/or sales. If, to the extent permitted by Binary, you grant express permission to a third party to access or connect to your Binary account, either through the third party's product or service or through Binary, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under these Terms. You are fully responsible for all acts or omissions of any third party with access to your wallet.

5. LIMITED RIGHT OF USE. INTELLECTUAL PROPERTY

Unless otherwise specified, all materials on this Services are the property of Binary and are protected by copyright, trademark and other applicable laws. You may view, print and/or download a copy of the materials from this Services on any single computer solely for your personal, informational and/or non-commercial use, provided you comply with all copyright and other proprietary notices.

The trademarks, service marks and logos of Binary and others used in this website ("Trademarks") are the property of Binary and their respective owners. The Trademarks and other materials should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated.

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

6. RISK WARNING

Trading and investing in virtual currencies involve substantial risk of loss and is not suitable for all types of investors. Please make sure you are investing mindfully after understanding the nature, complexity and risks inherent in the trading of virtual currency. You should not purchase virtual currency unless you understand the extent of your exposure to potential loss. Please make sure you are not risking funds you cannot afford to lose. In no event shall Binary be liable to any loss or damage of any kind incurred as a result of the use of this website or the Services.

Binary specifically disclaims and shall have no liability to you for the following risks:

- operating system failures (mobile or desktop); and,
- disruptions between your hardware, software, and the Binary; and,

- cloud backup software (e.g. certain Android distributions) may upload your private information to third party services; and,
- malware, viruses or other malicious software on your device that is able to take control of or interfere with Binary; and,
- communication delays between your Binary Mobile Application and a node or relay services for a virtual currency (and vice versa); and,
- failure to achieve a certain market value/price for a virtual currency token, whether through a third-party service or any other kind of transaction; and, theft of virtual currency tokens.

You are responsible for preserving the device used to access our Services. To receive Services in a compliant and safe manner, you undertake the following main responsibilities:

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

7. LIMITATION OF LIABILITIES. INDEMNITIES

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

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

The Service is provided on an “as is” and “as available” basis without any warranty or representation expressed or implied.

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

Binary's liability to you shall not, under any circumstances, exceed the greater of:

- the US dollar value of 0.005 BTC; or
- USD 50.

8. DISCLAIMER OF WARRANTIES

- 8.1. Binary is provided "AS IS" and "AS AVAILABLE", AND WITHOUT WARRANTY OF ANY KIND.** The software, site, services, and any information displayed therein are provided on an "as is" and "as available" basis, with all faults, and Binary expressly disclaims all warranties, representations, and conditions of any kind arising from or related to these terms or your use of the site, services, software, or any information displayed therein, including the implied warranties of merchantability and fitness for a particular purpose. You acknowledge that, to the extent allowed by applicable law, all risk of use of the site, services, and software rests entirely with you.
- 8.2. Beta releases.** From time to time, Binary may offer new "beta" features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes, without any warranty of any kind, and may be modified or discontinued at Binary sole discretion.
- 8.3. Third party conduct.** Binary is not liable, and you agree not to seek to hold Binary liable, for the conduct of third parties on or accessed via the software, site, or services, including the use of third party API providers's software and or services. The risk of injury from use of such third party software and services rests entirely with you.

9. ANTI-MONEY LAUNDERING (AML). KNOW YOUR CUSTOMER (KYC) POLICIES

9.1. Verification procedures Binary's partners:

- <https://changelly.com/terms-of-use>
- <https://paybis.com/policies/terms-of-service/>

not Binary itself, establish verification procedures within the standards of anti-money laundering and "Know Your Customer" frameworks in accordance with their terms and conditions.

9.2. Fiat exchange Binary's third-party partners:

- <https://paybis.com/policies/terms-of-service/> will require the User to provide them with a reliable ID. We highly recommend that you first read their terms of service here:

- <https://changelly.com/terms-of-use> will require the User to provide them with a reliable ID. We highly recommend that you first read their terms of service here:

Please note: Binary itself didn't collect any personal users' data. To know more, check our Privacy Policy.

9.3. **Cryptoasset exchange** Binary's third-party partners:

- **Changelly** reserve the right to verify User's identity during the Exchange processes, according to their policy: <https://changelly.com/terms-of-use>

10. SECURITY

Since the Software is locally installed, you are responsible for the security of the device on which it is installed, including ensuring that you keep anti-virus software current and otherwise protect the device on which the Software is installed against malware.

We do not store PIN codes and biometric data that you set to log in to the application. This data is stored solely on your device.

11. TAXES. COMPLIANCE WITH LOCAL REGULATIONS

Binary Network Ltd undertakes to comply with applicable law.

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

Likewise, Company expects the same of its third parties, but it is unable to control their Services, nor does it have the technical, legal or any other ability to ensure they comply with all applicable laws, rules, regulations, and license requirements. It is not Company's responsibility to conduct due diligence on partners, and it cannot be held responsible in any circumstances if partners are found to be in violation of applicable laws, rules, and regulations as well as official license requirements.

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

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

12. MISCELLANEOUS

If Binary is unable to perform the Services outlined in the Terms due to factors beyond our control including but not limited to an event of Force Majeure, change of law or change in sanctions policy, Binary shall not be liable for the Services provided under these Terms during the time period coincident with the event.

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

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

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

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

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

13. JURISDICTION

The Terms shall be governed and construed in accordance with the law Seychelles. Users agree that any dispute arising in connection Services, or in any way related to them, may be resolved through negotiations.

If you cannot resolve the dispute through negotiation, failure to approve an amicable settlement, you have the right to file a lawsuit in the regular course of action. You hereto agree to irrevocably submit to the exclusive jurisdiction of the courts of Seychelles.

14. TERMINATION AND SUSPENSION

You may terminate the agreement with Company at any time on the basis provided by law. You agree that Company may terminate the agreement with you in case of, but not limited to,

1. non-conformity to the requirements from these Terms,

2. a requirement from any applicable law to which the Company is subject in any jurisdiction,
3. an order from a court or other governmental authority,
4. unusual, unauthorized or fraudulent activity in your Account,
5. false, misleading, inaccurate, incomplete or outdated information,
6. any other reasons that the Company deems relevant for termination of the Terms between you and Company and suspension or cancelation of your Account.

Company shall have the right to file claims against you or your legal representative for compensation. Upon termination, suspension or cancellation on the basis of the previous clauses, you will be denied access to Services temporary or permanently.

15. CONTACT

If you have any questions relating to these Terms, your rights and obligations arising from these Terms and/or your use of Software and the Service, your Account or any other matter, please contact Info@binarywallet.co.uk