

Terms of Service | TIXCASH WALLET

Updated – November 2023

1 – ACCEPTING THESE TERMS

Please read these Terms of Service (the “**Terms**”) carefully before using the following non-custodial cryptocurrency wallet products provided by TIXCASH WALLET. Users of the Wallets can (1) create new accounts, (2) store and view digital assets, (3) send digital assets and/or sign transactions on the blockchain, (4) access third-party decentralized applications (“**dApps**”), and (5) access any future functionalities which TIXCASH WALLET may add to the Wallets from time to time (collectively, the “**Services**”).

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to download the Wallets and use the Services. If you are a minor, you must have your parent or guardian read and agree to these Terms prior to you using the Wallets.

By using or accessing the Wallets, you are deemed to have read, accepted, executed and agreed to be bound by all the terms and conditions of these Terms and our Privacy Policy, incorporated herein by reference. If any provision of these Terms or any future changes are unacceptable to you, do not use or continue to use the Wallets.

1.1 – CHANGES TO THESE TERMS

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Wallets thereafter. Any changes to these Terms will be in effect as of the “Last Revised” date referred to at the top and bottom of this page.

Your continued use of the Wallets after following the posting of the revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

2 – OUR SERVICES

The Services may be provided by TIXCASH WALLET for free. All Services are provided "as is," with the possibility of future changes as part of an ongoing effort to improve the Services we offer.

2.1 – LIMITS

Each of our Services have a defined limit in one way or another. We may, or may not, choose to disclose those limits. Any such limits may be changed at any time, with or without prior notice.

2.2 – CHANGES TO OUR SERVICES

TIXCASH WALLET is always expanding and thus you may see changes to our Services or the features in the beta or stable versions of the Wallets without warning. Due to the evolving nature of technologies and the way we do business, we reserve the right, with or without notice, to modify, suspend, terminate, or discontinue providing any of the Services at any time. We release updates, including new features for beta testing, on a regular basis, some of which are not publicly announced. These are done to improve system stability, add new features, allow us time to perform routine maintenance, or comply with applicable law. We are not liable in the event that we modify, suspend, terminate or discontinue any part of the Wallets, the Services, or the beta features.

3 – PRIVACY POLICY

We ask that you review the terms of our [Privacy Policy](#), so that you are aware of how we collect and use your information.

4 – CONTACTING TIXCASH WALLET

4.1 – SUPPORT

If you are experiencing any issues, are unable to find any information pertaining to your inquiry on our [Help Center](#), or want to reach out to our team, you may do so by sending us reaching out through <https://tixcash.org/support>

When contacting us, we want to provide you with the best possible support, so please follow these steps to ensure a fast and relevant response:

- The subject of your support ticket, should provide a brief, generalized, explanation of the problem or inquiry.
- The body, or description of your support ticket, should explain, in detail, the problem or inquiry.
- To protect yourself, you should not submit any sensitive information (such as passwords, private keys, or credit card details) in either the subject or the body of your query. If you receive such a request, do not reply with the requested information. Send the email containing the request (or ticket identifier) to support@tixcash.org instead.
- Support tickets should be submitted in English whenever possible. If you send a support ticket in another language, you may receive a response informing you that we are unable to assist you. Alternatively, we may attempt to use an online translation service, such as Google Translate. If we use an online translation service, you may experience slower response times and the responses may not necessarily be accurate because of the translation service used. Therefore, we strongly urge our customers to contact us in English for the best support experience.

5 – YOUR ACCOUNT

5.1 – ACCOUNT SECURITY

In order to use the Wallets, you may be asked to create a new wallet address or import an existing one (“**Account**”). You are solely responsible for the security of your Account when using any of the Wallets. You agree that all information you provide to use our Services is governed by our [Privacy Policy](#).

With respect to the Web Wallet, to create a new Account, the application will generate a 12-word recovery phrase (“**Recovery Phrase**”). As the Web Wallet is a browser-based application, you understand that you exercise exclusive control over the hardware and software used to access the Web Wallet, and that malicious actors may intercept the Recovery Phrase generation process. YOU AGREE NOT TO HOLD TIXCASH WALLET LIABLE IN THE EVENT THAT THE GENERATION OF YOUR RECOVERY PHRASE IS COMPROMISED BY THIRD-PARTY MALWARE, PLUG-INS, APPLICATIONS, OR SOFTWARE INSTALLED ON YOUR WEB BROWSER AND/OR OPERATING SYSTEM OVER WHICH TIXCASH WALLET HAS NO CONTROL.

You agree not to try to gain access to another user's Account. You are solely responsible for keeping your Recovery Phrase secure. You should never share your Account's Recovery Phrase or other information in relation to the Wallets with another user or a third party, including TIXCASH WALLET. Your Account is your sole responsibility, and any claims that someone else used your Account on the Wallets to violate these Terms or change your settings will be dismissed. Please note that if you lose your Recovery Phrase, TIXCASH WALLET will not be able to recover it for you and you may permanently lose access to the assets stored in your Account. YOU UNDERSTAND THAT TIXCASH WALLET DOES NOT RETAIN A COPY OF AND IS IN NO WAY RESPONSIBLE FOR THE SECURITY OF YOUR RECOVERY PHRASE. YOU AGREE TO HOLD TIXCASH WALLET HARMLESS FOR ANY LOSSES ARISING FROM YOUR LOSS OR MISUSE OF YOUR SECURITY PHRASE.

You are also responsible for any problems that arise as a result of your Account's use. Any damage to our system or our Services caused by your Account will be your responsibility.

5.2 – RISK OF LOSS

As the Wallets are non-custodial wallet products, TIXCASH WALLET does not have access to, or have custody of, any assets contained in any Account used in conjunction with the Wallets. You are the sole owner of and exercise exclusive control over your Account. You shall bear the risk of loss of all digital assets therein. YOU ACKNOWLEDGE THAT TIXCASH WALLET WILL NOT BE LIABLE FOR ANY LOSS OR FLUCTUATIONS IN VALUE OF DIGITAL ASSETS IN YOUR ACCOUNT ASSOCIATED WITH YOUR USE OF THE WALLETS.

6 – ACCEPTABLE USE AND CONDUCT

You are solely responsible for your actions, content, and the usage of your Wallet and the Services. We work hard to keep our Services safe and enjoyable for everyone. Certain activities, whether legal or illegal, may be harmful to other users and violate our rules, and some activities may also subject you to liability.

You agree not to:

- Share access to your Accounts on the Wallets;

- Use our Services in order to gather or data mine information on other Wallet users, including their private information, IP address, or other network profile data;
- Circumvent any access or use restrictions put into place to prevent certain access or use of the Services;
- Post content that infringes on a third-party's copyrights, trademarks, patents, or other proprietary rights under applicable law.
- Post content that is false or inaccurate, with the intent to deceive, or constituting libel or defamation;
- Post irrelevant content, repeatedly post the same or similar content, or otherwise impose an unreasonable or disproportionately large load on TIXCASH WALLET's infrastructure;
- Use or transmit any data, software, or material which contains or which may contain viruses, worms or other potentially harmful components which may infect, damage, or otherwise interfere with any Services, any server of TIXCASH WALLET, any computer systems or networks connected to any server of TIXCASH WALLET or to any of the Services;
- Use our Services in a manner that is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities using cryptocurrencies and non-fungible tokens ("NFTs"), including, but is not limited to, transactions involving money-laundering, gambling, fraud, or financing of terrorist activities;
- Complete or attempt to complete transactions that involve infringing NFTs;
- Attempt to gain unauthorized access to TIXCASH WALLET's computer systems (including without limitation, networks, servers, computers, and services) or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, our Services;
- Carry out any social engineering attacks or employ means of deception in using the Services, or when contacting TIXCASH WALLET Support;
- Interfere or attempt to interfere with the proper operation of the Services or prevent others from using the Services, or disrupt the normal flow of dialogue with an excessive number of messages (flooding attack) to our Services, or negatively affect other people's ability to use our Services;
- Develop, invoke, or utilize any code to disrupt, diminish the quality of, interfere with the performance of, or impair the functionality of the Wallets or of our Services;
- Not to infringe upon the rights of TIXCASH WALLET or users of our Services, including privacy, publicity, intellectual property, and other

- proprietary rights;
- Post child pornography or any other content that violates applicable law concerning child pornography;
- Post obscene material that is unlawful under applicable law;
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Services, or which, as determined by us, may harm TIXCASH WALLET or users of our Services, or expose them to liability; and
- Use the Services in a manner that is inconsistent with and violates any applicable laws and these Terms.

The above-mentioned acts are not an exhaustive list. You agree not to allow or encourage any third party to use any of our Services to commit any of the above-mentioned or similar acts. You also agree to immediately notify us if you violate or are accused of having violated any of these Terms through <https://www.TIXCASH WALLET.org>.

Please be aware that we handle each instance of a violation or alleged violation of these Terms on a case-by-case basis. We reserve the right to act or refrain from acting on any violations in any way we deem appropriate. We are not obliged, however, to follow up on any leads or reports of violations. We are also under no obligation to enforce these Terms or impose penalties for violations of it in any way. However, even if we choose not to enforce our rights under these Terms, we may do so in the event of a violation.

In such cases, we reserve the right, but do not have the obligation to:

- Investigate your use of our Services to determine whether a violation of these Terms has occurred, or to comply with any applicable law, legal process, or appropriate governmental request;
- Detect, prevent, or otherwise address fraud, security, or technical issues or respond to user support requests; or
- Manage our Services in a manner designed to facilitate their proper functioning and protect the rights, property, and safety of ourselves and our users, partners, and the public.

Any violation of these Terms may result in any of the following:

- We may issue a warning and demand that you remedy your violation, where applicable;
- We may refuse, disable, or restrict certain portions of your access to our system;
- We may completely ban you from accessing our system;

- We may take legal action against users who violate these Terms (including reports to law enforcement authorities).

The blocking of access under this provision shall be in accordance with Part 15 of these Terms.

7 – USER CONTENT

7.1 – UPLOADING CONTENT

Whenever you make use of a feature that allows you to upload content to our Services, or to make contact with other users of our Services, you must comply with the content standards set out in Part 6 above and in this section.

Any content you upload to our Services will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited license to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in 7.2 below.

By uploading your content to our Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for your content. You agree that your content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described in 7.2.

You warrant that any such content complies with these Terms, and you will be liable to us and indemnify us if that warranty is breached. This means that you will be liable for any loss or damage we sustain as a result of your breach of warranty.

We may remove any posting you make on our Services at our sole discretion, and at any time without notice to you. You are solely responsible for securing and backing up your content.

7.2 – RIGHTS GRANTED TO TIXCASH WALLET

When you upload content to our Services, you grant us a license to access, use, host, cache, store, copy, reproduce, transmit, display, publish, distribute, adapt and modify (for technical purposes, e.g., making sure content is

viewable on smartphones as well as computers and other devices) your content in any and all media or distribution methods (now known or later developed) but solely as required to be able to operate and provide our Services.

You agree that these rights and licenses are worldwide, non-exclusive, royalty-free, transferable, sub-licensable, worldwide and irrevocable (for so long as your content is stored with us), and include a right for us to make your content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of our Services, and solely for purpose of providing our Services, and to otherwise permit access to disclose your content to third parties if we determine such access is necessary to comply with our legal obligations.

8 – REPRESENTATIONS AND WARRANTIES

By using our Services, you represent and warrant that:

- You have the legal capacity and you agree to comply with these Terms;
- You are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use our Services;
- You will not use our Services for any illegal or unauthorized purpose; and
- Your use of our Services will not violate any applicable law or regulation.

9 – INTELLECTUAL PROPERTY RIGHTS

9.1 – TRADEMARKS

Our trademarks, logos, images, service marks, trade names and other distinctive branding features are used on our system and by our Services. We do not give you a license to use any of these, and you may not use them without our permission.

9.2 – OTHER INTELLECTUAL PROPERTY

Our Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by TIXCASH WALLET, its licensors, or other providers of such material and are protected by Russia and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The

material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of us, unless and except as is expressly provided in these Terms.

10 – THIRD PARTY WEBSITES AND CONTENT

Our Services may contain features and functions that link to third-party applications, websites, servers, directories, systems, networks or any other kind of third-party hosting or hosted content (collectively, “**Third-Party Content**”). Anytime you access Third-Party Content, what you do with it is between you and the provider of that content. We do not endorse or support any Third-Party Content, and cannot be held responsible for what is contained on external systems. We expressly disclaim any responsibility for what happens on third-party systems. Third-party systems are not a part of our Services in any way, and we imply no affiliation or endorsement by having them on our system.

Please make sure that you read their respective terms of services and familiarize yourself with the safety and reputation of any third-party links that you click or otherwise access, and that you take the appropriate steps to back-up your data, protect your privacy, and guard yourself against viruses, malware, scams or other types of risks that can be found on the Internet.

ACCESS AND USE OF THIRD PARTY SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON THIRD PARTY SITES OR AVAILABLE THROUGH THIRD PARTY SITES, IS SOLELY AT YOUR OWN RISK.

11 – DISCLAIMER OF WARRANTIES

We cannot be held responsible or liable for the accuracy, content, completeness, legality, reliability, operability or availability of information or material displayed in or accessible through our Services. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Services, or by anyone who may be informed of any of its contents.

We are not responsible for the deletion, failure to store, misdelivery, or untimely delivery of any information or material. We are not responsible for

any harm that might come from downloading or accessing any information or material on the Internet through our Services.

THE SERVICES, AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN THE SERVICES, INCLUDING FEATURES IN THE BETA VERSION, ARE PROVIDED “AS IS,” WITH NO WARRANTIES WHATSOEVER. TIXCASH WALLET, ITS SUPPLIERS AND ITS LICENSORS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. TIXCASH WALLET, ITS SUPPLIERS AND ITS LICENSORS DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES. TIXCASH WALLET, ITS SUPPLIERS AND ITS LICENSORS DISCLAIM, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE SERVICES. TIXCASH WALLET, ITS SUPPLIERS AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS ACCESSED THROUGH ANY LINKS PROVIDED IN THE SERVICES, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICES.

YOU UNDERSTAND AND AGREE THAT: (A) THE SERVICES WILL NOT BE UNINTERRUPTED OR ERROR-FREE; (B) THERE IS NO WARRANTY OR GUARANTEE THAT THE SERVICES WILL OPERATE AT ANY MINIMUM DATA TRANSFER SPEED; (C) TIXCASH WALLET HAS NO CONTROL OVER THIRD PARTY NETWORKS OR SITES YOU MAY ACCESS IN THE COURSE OF YOUR USE OF THE SERVICES; (D) YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE SERVICES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA; AND (E) TIXCASH WALLET WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED THROUGH THE SERVICES, OR ON ANY WEBSITE LINKED TO IT.

CRYPTOCURRENCY ASSETS (INCLUDING, WITHOUT LIMITATION, NFTS) ARE INTANGIBLE DIGITAL ASSETS WHICH EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE RELEVANT NETWORK. THE NETWORK IS NOT UNDER THE CONTROL OR INFLUENCE OF TIXCASH WALLET. TIXCASH WALLET CANNOT GUARANTEE THAT IT CAN EFFECT THE TRANSFER OR RIGHT IN ANY CRYPTOCURRENCY ASSETS.

TIXCASH WALLET MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD PARTY SERVICES (INCLUDING DAPPS), THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES, INCLUDING RISK OF LOSS FOR ASSETS TRADED THROUGH SUCH THIRD-PARTY SERVICES. TIXCASH WALLET SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES AND ACCESSED THROUGH THE WALLETS.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TIXCASH WALLET OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, SUPPLIERS, LICENSORS, PARTNERS OR AGENTS, OR THROUGH OR FROM THE SERVICES (INCLUDING THROUGH SUPPORT SERVICES OR PROFESSIONAL SERVICES) SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

12 – INDEMNITY

You agree to indemnify, defend, and hold harmless TIXCASH WALLET, its successors, subsidiaries, affiliates (including companies under common ownership), co-branders, contractors, employees, third party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives, from and against any third-party claim, demand, loss,

damage, cost, or liability (including, reasonable attorneys' fees) arising out of or relating to:

- Your digital assets;
- Your data and other information;
- Your use of, or connection to, the Wallet or any Services offered by us;
- Your use of our support services;
- Your misuse of any of the above;
- Any unauthorized use of the Wallet Address, private key, and other information due to your negligence or failure to maintain the confidentiality of the information;
- Your breach or alleged breach of these Terms or any law or regulation; or
- Violation of any right of a third party.

13 – LIMITATION OF LIABILITY

YOU AGREE THAT, UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL TIXCASH WALLET OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, SUPPLIERS, LICENSORS, PARTNERS OR AGENTS, BE LIABLE TO YOU FOR ANY COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (REGARDLESS IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OR THE INABILITY TO USE THE SERVICES, INCLUDING THE USE OF THE BETA VERSION OF THE WALLET.

THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY THIRD PARTY SITES OR OTHERWISE PROVIDED BY ANY THIRD PARTIES OTHER THAN TIXCASH WALLET (INCLUDING THIRD PARTY APPLICATION DEVELOPERS) AND RECEIVED BY YOU THROUGH THE SERVICES OR RECEIVED BY YOU ON ANY THIRD PARTY SITES.

TIXCASH WALLET SHALL NOT BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES ALLEGEDLY ARISING FROM THE COMPROMISE OR

LOSS OF YOUR ACCOUNT AND/OR RECOVERY PHRASE, OR FOR FLUCTUATIONS IN VALUE OF ANY DIGITAL ASSET.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

To the extent that foregoing limitation of liability is prohibited, our sole obligation to you for damages shall be limited to the amount you paid us to use the Services to which such claim relates in the 12-month period preceding the filing of such claim.

You agree that any third party who is not a direct contracting party in the provision of our Services shall not be entitled to make any claim whatsoever against us, and that the Contracts (Rights of Third Parties) Act of Russia and any subsequent revision or replacement thereof is specifically excluded.

14 – TERMINATION

TIXCASH WALLET reserves the right, in our sole discretion, to terminate your access, or use of the Services, terminate these Terms, or terminate part or all of our Services, with or without cause, and with or without notice. You acknowledge and agree that, upon any such termination, any licenses granted by TIXCASH WALLET shall terminate and TIXCASH WALLET shall have no liability or obligation to you. Even after your use and participation are banned, blocked or otherwise suspended, these Terms will remain in effect with respect to relevant provisions, including Parts 2, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17 and 18.

15 – GOVERNING LAW

You agree that all matters relating to the Services and these Terms, and any dispute or claim arising therefrom or related, shall be governed by and

construed in accordance with the laws of Russia (without reference to conflict of laws principles).

16 – DISPUTE RESOLUTION

16.1 – JURISDICTION

You agree to file any legal suit, action, or proceeding (each a “**Dispute**”) arising out of, or related to, these Terms or the Services exclusively in the courts of Russia, although we retain the right to bring any Dispute against you for breach of these Terms in your country of residence or any other relevant country. You agree to submit to the personal jurisdiction of, and agree that venue is proper in, the courts located in Russia, in any Dispute relating to us or these Terms.

You waive any and all objections to the exercise of exclusive jurisdiction over you and over the subject matter by such courts and to venue in such courts including any defense of forum non convenience.

16.2 – WAIVER BY JURY TRIAL

You irrevocably waive, to the fullest extent permitted by applicable law, any right you may have to a trial by jury in respect of any Dispute directly or indirectly arising out of, under or in connection with these Terms.

16.3 – ARBITRATION

At TIXCASH WALLET’s sole discretion and election, we may require you to refer any Disputes arising from these Terms or use of the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to be finally resolved by arbitration administered by the “**Judicial System of the Russian Federation**” in accordance with the Arbitration Rules of the **Judicial System of the Russian Federation** for the time being in force, which rules are deemed to be incorporated by reference in this clause. In such event, the seat and venue of such arbitration shall be Russia, the Tribunal shall consist of a single arbitrator, and the language of the arbitration shall be English.

16.4 – LIMITATION ON TIME TO FILE CLAIMS

To ensure that disputes are dealt with soon after they arise, you agree that regardless of any statute or law to the contrary, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

17 – OTHER PROVISIONS

17.1 – REASONABLENESS

You agree that you have had the opportunity to seek independent legal advice relating to all the matters provided for in these Terms and agree that (a) there shall be no presumption that any ambiguity in these Terms should be construed in favour of or against any party solely as a result of such party's actual or alleged role in the drafting of these Terms, and (b) the provisions of these Terms and all documents entered into pursuant to these Terms are fair and reasonable.

17.2 – NO WAIVER

No waiver by TIXCASH WALLET or any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of TIXCASH WALLET to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

17.3 – SEVERABILITY

If any term, clause, or provision of these Terms is held invalid and unenforceable, then that term, clause, or provision shall 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 terms, clauses, or provisions of these Terms.

17.4 – RELATIONSHIP OF THE PARTIES

You, third parties, and we are all independent parties with respect to each other. These Terms do not mean an agency or partnership between us and you or any third party. It also does not constitute a joint venture, or an employment relationship. You agree that TIXCASH WALLET has no special

relationship with or beneficiary duty to you. No parties to these Terms (including us, you, and any third party) have the right to enter into an agreement for or on the behalf of any other agreeing party. No parties to these Terms may become involved in a situation that results in obligation or liability of any other agreeing party.

17.5 – ENTIRE AGREEMENT

These Terms and our [Privacy Policy](#) constitute the sole and entire agreement between you and TIXCASH WALLET regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

The practices described in this Terms are current as of November 2023.