

Mnemonic TERMS OF USE

January 1st, 2024

You are about to use Mnemonic. We're so happy to meet you! Before you get on, Mnemonic needs you to carefully read, understand and accept our Terms of Use (the or these "Terms").

Chapter 1 Overview

This agreement is between you ("you", "your", or "User") and Mnemonic ("Mnemonic", "us", "we," or "our"). We are a non-profit blockchain contribution group. The team members are all related to the web3 industry. We hope to use this application to help everyone back up recovery words in a new way. Our application is open source and does not collect any information from users. You can use it by following the MIT License.

By clicking "I agree", "Get started", you agree that you have carefully read and accepted all of the below terms and conditions.

Chapter 2 Definitions

The following capitalized terms shall have the meanings described below when used in these Terms, it being specified for the avoidance of doubt that in these definitions, reference to the singular includes a reference to the plural and vice versa, except when clearly inappropriate.

"NFC Card" means NFC stands for Near Field Communication, and an NFC card refers to a card equipped with NFC technology. NFC is a short-range wireless communication technology that enables data exchange between devices when they are in close proximity, typically within a few centimeters. NFC cards are embedded with an NFC chip or tag, allowing them to communicate with other NFC-enabled devices.

"Card Name" means the ASCII able character chosen by the user to name the NFC card.

"Password" means the ASCII able character chosen by the user to encrypt the data.

"Recovery Phrase" Also known as "mnemonic" or "seed phrase". Means a confidential combination of human readable words, input by user. They are used to restore access to crypto assets on any compatible wallets.

Chapter 3 Eligibility

To be eligible to use the Services, you must be at least 18 years old or qualify as an adult in your country of residence. If you are using the Services on behalf of a legal entity, you further represent and warrant that: (a) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (b) you are duly authorized by such legal entity to act on its behalf. You can only use the Services if permitted under the laws of your jurisdiction. Please make sure that these Terms are in compliance with all laws, rules, and regulations that apply to you.

Chapter 4 Risks and recommendations

You acknowledge that you are fully aware of all applicable laws and technical constraints relating to the proof-of-stake and proof-of-work blockchains, and to the Services. You acknowledge that you have been warned of the following associated risks and advised of the following recommendations:

Technology. Users understand that some of the technology supported or made available through the Services are new, untested and not provided by our and therefore outside of our control. Advances in cryptography, or other technical advances such as the development of quantum computers, could present risks to blockchain networks which could result in the theft or loss of Crypto Assets. Other adverse changes in market forces or in the technology, broadly construed, may prevent or compromise our performance under these Terms.

No retrieval of recovery word. Our not a custodial, which means that we do not store, nor do we have access to your crypto assets or your recovery words. We do not have access to or store passwords or word recovery. You are solely responsible for remembering, storing, and keeping your password and recovery word in a secure location, away from prying eyes.

No liability. There may be additional risks that we have not foreseen or identified in these Terms. Before you use the Services, you are strongly encouraged to carefully assess whether your financial situation and risk tolerance are compatible with such use.

Chapter 5 Acceptable Use

Do no harm. You agree (i) not to distribute any virus or other harmful computer code through any systems, (ii) not to use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data, (iii) not to provide false, inaccurate, or misleading information, and (iv) not to take any action that may impose an unreasonable or disproportionately large load on our or any of our third party providers' infrastructure.

Don't circumvent our security. You agree not to bypass, circumvent, or attempt to bypass or circumvent any measures that we may use to prevent or restrict access to the Services including, without limitation, Ledger Devices connected to the Services, other accounts, information systems, or networks.

Don't break the law. You agree that you will not violate any laws when using the Services. This includes any local, provincial, state, federal, national, or international laws that may apply to you. You agree that you will not use the Services to pay for, support, or otherwise engage in any illegal activities including, but not limited to, fraud, illegal gambling, money laundering, or terrorist activities. You further agree not to encourage or induce any third party to engage in any of the activities prohibited under this section.

Chapter 6 Feedback

We welcome feedback, comments, ideas, and suggestions for improvements to the Services ("Feedback"). You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Chapter 7 Warranties and Disclaimers

No warranty. We will use reasonable level of skill and care to ensure that the Services can be accessed by you in accordance with the present Terms of Use, but there are no guarantees that access and features will not be interrupted or that there will be no delays, failures, errors, omissions, corruption or loss of transmitted information. The Services are provided "as is" without any warranty of any kind, either express or implied, and in particular without implied warranties of merchantability, reliability, and fitness for a particular purpose.

Chapter 8 Compliance and Export Control

Sanctions. Users shall comply, at their own expense, with all laws that apply to or result from their obligations under these Terms. By accessing and using the Services, you represent and warrant that you are not on any trade or economic sanctions lists, such as (but not limited to) the UN Security Council Sanctions list, designated as a "Specially Designated National" by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or placed on the U.S. Commerce Department's "Denied Persons List".

Territories. We reserves the right to select the markets and jurisdictions where it operates and may restrict or deny access to Services in certain countries, states or territories.

Chapter 9 Termination - Suspension

Termination rights. You may stop using the Services at any time. We reserve the right to suspend or terminate your access to the Services without notice if we believe you violated these Terms.

Chapter 10 General

Entire Agreement. 12.1 Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between us and you regarding Mnemonic and supersede and replace all prior oral or written understandings or agreements. If you do not read and accept the Terms in their entirety you should not use or continue using Mnemonic Services.

Changes to the Terms. We reserve the right to alter, amend or modify these Terms from time to time, in our sole discretion, due to legislative or regulatory measures, technical developments, any change or improvement of the Services including security reinforcement of the Services.

Assignment. You may not assign your rights or obligations under these Terms in whole or in part to any third party. You acknowledge and agree that Ledger may assign its rights and obligations under these Terms of Use and, in such context, share or transfer information provided by you while using the Services to a third party.

Severability. Should any provision of these Terms or part thereof to any extent be or become invalid or unenforceable, such provision shall then be deemed separable from the remaining provisions of these Terms and shall not affect or impair the validity or enforceability of the remaining provisions of these Terms.