

Terms of Service

Effective Date: March 5, 2025

MYFYE INC. ("Myfye", "we", "us", or "our") provides a mobile self-custody wallet and related decentralized finance ("DeFi") services via the Myfye mobile application (the "App"). These Terms of Service ("Terms") govern your use of the App, website, and any related services (collectively, the "Services").

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE SERVICES.

1. Agreement to Terms; Privacy Policy

By using the Services, you agree to these Terms and consent to the collection, use, and disclosure of your information as described in our [Privacy Policy](#), which is incorporated by reference. If you do not agree to these Terms or the Privacy Policy, you may not use the Services.

2. Modifications to Terms or Services

We may modify these Terms at any time, at our sole discretion. If we do, we will notify you by updating the "Effective Date" above and may provide additional notice through the App. By continuing to use the Services, you agree to be bound by the revised Terms. If you do not agree to the changes, you must stop using the Services.

We may update, suspend, or discontinue the Services, in whole or in part, at any time, without liability.

3. Who May Use the Services

You may use the Services only if you:

- Are at least 18 years old and legally capable of entering into a binding agreement;
- Are not a U.S. person and not accessing the Services from the United States;
- Are not located in, or a national or resident of, any country or territory subject to comprehensive U.S. sanctions or embargoes (including Cuba, Iran, North Korea, Syria, and Crimea);
- Are not listed on any U.S. Government list of prohibited or restricted parties;

- Have passed identity verification through our partner, Persona.

4. Wallet Functionality & Self-Custody

The Services provide a non-custodial crypto wallet built on the Solana blockchain. Your wallet and private keys are generated and encrypted through Privy, our embedded wallet provider. Myfy does not store or have access to your private keys or recovery credentials.

You are solely responsible for safeguarding access to your device, account credentials, and any recovery methods.

Learn more about wallet recovery at: [Privy Recovery Guide](#)

5. Acceptable Use

You agree not to:

- Use the Services for illegal activity, including fraud, money laundering, or terrorist financing;
- Circumvent geo-restrictions or IP blocks;
- Use the Services if you are a U.S. person or in a prohibited jurisdiction;
- Interfere with or disrupt the Services;
- Violate any applicable law or regulation.

We reserve the right to suspend or terminate your access at our sole discretion.

6. Fees

We charge a fee for asset swaps, deposits, withdrawals, and other on-chain interactions. These fees are disclosed prior to transaction execution. You are responsible for all network (gas) fees as well.

Fiat on/off ramp services are provided by BlindPay and are subject to their fees and terms: [BlindPay Terms of Service](#)

7. Supported Assets and Services

The Services support a range of tokenized assets including:

- USDC (tokenized U.S. dollars by Circle)
- USDY (tokenized U.S. Treasuries by Ondo Finance) — **not available in the U.S. or to U.S. persons**
- Tokenized stocks (by Dinari) — **subject to jurisdictional restrictions**
- Various Solana-based crypto assets via Jupiter swaps

Myfye does not custody, issue, or guarantee any digital assets. You are solely responsible for evaluating and managing risk.

8. Disclaimers

The Services are provided "AS IS" and "AS AVAILABLE" without warranties of any kind. Myfye disclaims all express and implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.

- We do not provide financial, legal, or tax advice.
- We do not guarantee the security, uptime, or availability of the Services.
- Assets accessed through the Services are not insured or covered by FDIC, SIPC, or any government guarantee.

Your use of the Services is at your own risk.

9. Limitation of Liability

To the fullest extent permitted by law, Myfye will not be liable to you for any indirect, incidental, special, punitive, or consequential damages, including loss of assets, profits, or data. Our total liability to you will not exceed \$100 or the amount you paid to us in the preceding 12 months, whichever is greater.

10. Indemnification

You agree to indemnify and hold harmless Myfye and its affiliates from and against any claims, liabilities, damages, losses, or expenses arising from your use of the Services or violation of these Terms.

11. Dispute Resolution

Any dispute arising from or relating to these Terms or the Services will be resolved through binding arbitration on an individual basis under the rules of the American Arbitration Association. You waive any right to a jury trial or class action.

You may opt out of arbitration by emailing legal@myfye.com within 30 days of first accepting these Terms.

12. Termination

You may stop using the Services at any time. We may suspend or terminate your access at our discretion, without notice, including for any violation of these Terms or legal requirements.

13. General Terms

These Terms are governed by the laws of the State of Delaware. If any provision is held invalid or unenforceable, the remaining provisions will remain in effect.

These Terms constitute the entire agreement between you and Myfye regarding the Services.

14. Contact Information

For questions or support, please contact:

- **Email:** legal@myfye.com or support@myfye.com

By using the Services, you confirm that you understand and agree to these Terms of Service.