

Paratii Wallet & Software Terms of Use

For members to check:

I have read and understood the terms and conditions in this agreement.

I understand that I am the sole responsible for custodianship over my cryptocurrency wallet on this platform.

I agree to safely and securely (off line) store my cryptocurrency wallet seed and password.

This cryptocurrency software terms of use agreement (the “**Wallet & Software Agreement**”) is made between the **Paratii Foundation (“Paratii”)** and any person who signs up for, utilize, or operate any software, data processing service, application, communication service, or content created or offered by Paratii, including, but not limited to, the Paratii cryptocurrency browser wallet, video player with in-player wallet, or content platform (collectively, the “**Software**”).

Use of the words “we,” “us,” or “our” in this **Wallet & Software Agreement** refers to **Paratii** and any or all of its affiliates, and use of the words “you” or “your” refers to you as a software user and Paratii platform account holder. By clicking the acceptance button or accessing, using or installing any part or all of the **Software**, you expressly agree to be bound by all the terms and conditions of this **Wallet & Software Agreement**.

Your agreement with these terms and conditions is required for access, use or installation of all or any part of the software. You are also agreeing to enter into any amendment of this **Wallet & Software Agreement** by and between you and **Paratii**, and be legally bound by its terms and conditions, including any of its changes. Among other things, this means that, if you log into your account and use Paratii after a revision to this **Wallet & Software Agreement**, your use of the Software could be affected by the terms and conditions of any revisions. You should, therefore, be aware of changes in this **Wallet & Software Agreement** from time to time, and we have the right to require your affirmative assent and continued acceptance of it, regularly, as a condition for utilizing the Software. If you do not agree to be legally bound by this **Wallet & Software Agreement** and all of its terms and conditions (as amended from time to time), you should not log into your account or use portal.paratii.video (the “**Paratii Platform**”). Your agreement with these terms and conditions of this **Wallet & Software Agreement** is required for access, use or installation of all or any part of the Software.

Service Terms and Limitations Description

The Software functions as a free, open source, digital cryptocurrency wallet. The Software does not constitute an account by which Paratii or any other third party serves as a financial intermediary or custodian of your Ether, Paratii, or any other cryptocurrency. While the Software has undergone initial testing and continues to be improved, we can’t guarantee there will not be bugs in the Software. You acknowledge that your use of the Software is at your own risk, discretion and in compliance with all applicable laws. You are responsible for safekeeping any password, PIN, private key, redemption key, recovery mnemonic seed phrase, and any other code you may use to access the Software or in utilizing the Software to store cryptocurrency units, including Ether or Paratii, or any information relating to cryptocurrency units or your account.

YOU ACKNOWLEDGE AND AGREE THAT: IF YOU LOSE ACCESS TO YOUR CRYPTOCURRENCY WALLET OR PRIVATE KEY AND YOU HAVE NOT SEPARATELY AND SECURELY STORED A BACKUP OF YOUR CRYPTOCURRENCY WALLET OR BACKUP RECOVERY MNEMONIC PHRASE(S) AND, IF APPLICABLE, CORRESPONDING PASSWORD(S), ANY CRYPTOCURRENCY ASSOCIATED WITH THAT CRYPTOCURRENCY WALLET WILL BECOME INACCESSIBLE.



We recommend you to write down your password and private key information with pen and paper and store it in at least two separate, safe and secure places. We also recommend you not to take any picture of this information, type it digitally, or store it on electronic devices (**DO NOT STORE IT IN YOUR NOTEPAD!**). All cryptocurrency transactions (including “tips”, or content purchases) are irreversible. The Paratii Foundation and its collaborators cannot guarantee transaction confirmation or retrieve your private key or password if you lose or forget either.

Accessibility

You agree that from time to time the Software may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which may be undertaken from time to time; or (iii) causes beyond our control, including events that are not reasonably foreseeable.

Equipment

You shall be solely responsible for providing, maintaining and ensuring compatibility with the Software, and all hardware, software, electrical and other physical requirements for your use of the Software, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the Software.

Limitations

Security

You shall be solely responsible for the security, confidentiality and integrity of all information, data, cryptocurrency and content that you receive, transmit through or store on or through the Software. You shall be solely responsible for any authorized or unauthorized access to the Software or any account of yours by any person. You agree to bear all responsibility for the confidentiality of your security devices, information, keys, or passwords.

Privacy

When reasonably practicable, Paratii will respect and exert best reasonable efforts to maintain Software users' privacy. We will not monitor, edit, or disclose any personal information about your use of the Software, including its contents or your use of the Software, without your prior consent unless we have a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights of Paratii; (iii) enforce this **Wallet & Software Agreement**; (iv) protect the interests of users of the Software other than you; or (v) operate or conduct maintenance and repair of platform operations, including the Software, as authorized by law.

You acknowledge that you have NO EXPECTATION OF PRIVACY WITH RESPECT TO THE INTERNET GENERALLY or transactions sent to a blockchain; and, that your IP address may be transmitted and recorded with each message or other information you send using the Software.

Taxes and Fees

Any currency conversion charges, third party fees, sales, use, value-added, personal property or other tax, duty or levy of any kind, including interest and penalties thereon, imposed by any governmental entity, and any fees incurred by you by reason of your access, use or installation of the Software shall be your sole responsibility.

User Representations



You represent and warrant to Paratii that: (a) You are over the age of eighteen (16) and have the power and authority to enter into and perform any obligations under this **Wallet & Software Agreement**; (b) any information you may provide to Paratii is truthful, accurate and complete; (c) you will comply with all laws and regulations of any applicable jurisdiction with regard to the your access, use or installation of the Software; (d) you shall comply with all terms and conditions of this **Wallet & Software Agreement**; (e) you have provided and will provide accurate and complete information as required for access, use or installation of the Software; and (f) **you understand how to safely and securely use, store and manage cryptocurrency and cryptographic tokens that follow the ERC-20 Token Standard** <<https://github.com/ethereum/EIPs/blob/master/EIPS/eip20.md>>.

Prohibited Uses

You are solely responsible for any and all acts and omissions that occur under your wallet or use of the Software, security information, private key or password, and you agree not to engage in unacceptable use of the Software, including, without limitation, use of the Software to: (a) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email; (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate, store or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction in any applicable jurisdiction; (f) interfere, disrupt or attempt to gain unauthorized access to other wallets on the Software or any other computer network; (g) disseminate, store or transmit viruses, “Trojan horses” or any other malicious code or program; (h) engage in any activity that is illegal in your jurisdiction or in the United States of America; or (i) engage in any activity that would constitute a violation of any governmental sanction currently in force, including but not limited to any sanctions program or country sanction, or prohibited activity relating to any individual on the Specially Designated Nationals and Blocked Person List or any other list maintained by the United States Office of Foreign Assets Control.

Termination

This **Wallet & Software Agreement** is effective upon your acceptance and shall continue in full force so long as you engage in any access, use or installation of the Software. Paratii reserves the right, in its sole discretion and without notice, at any time and for any reason, to remove or disable access to all or any portion of the Software or terminate this **Wallet & Software Agreement**. If such termination occurs, you agree to maintain custody of, and access to, any cryptocurrency that you otherwise use the Software to hold custody of, in accordance with your knowledge on **how to safely and securely use, store and manage cryptocurrency and cryptographic tokens that follow the ERC-20 Token Standard**.

Disclaimer of Warranties

THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SOFTWARE IS AT YOUR SOLE RISK. Paratii DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES Paratii MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SOFTWARE. Paratii MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND, AS PROVIDED FOR BY LAW, EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY OF NONINFRINGEMENT.

Limitation of Liability



IN NO EVENT WILL Paratii OR DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AFFILIATES OR AGENTS, OR ANY OF ITS OR THEIR RESPECTIVE SERVICE PROVIDERS, BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS **Wallet & Software Agreement**, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Paratii OR ITS DIRECTORS, MEMBERS OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AFFILIATES OR AGENTS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM OR IN ANY WAY RELATED TO YOUR ACCESS, USE OR INSTALLATION OF THE SOFTWARE. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH THE SOFTWARE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SOFTWARE.

Indemnification

You agree to indemnify, hold harmless and defend Paratii, its directors, members, officers, employees, independent contractors, affiliates and agents ("Indemnified Parties") from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) this **Wallet & Software Agreement**; (b) your access, use or installation of the Software, including any data or work transmitted or received by you; and (c) any unacceptable use of the Software by any person, including, without limitation, any statement, data or content made, transmitted or republished by you or any person which is prohibited by this **Wallet & Software Agreement**.

THIS INDEMNIFICATION INCLUDES THE EXPRESS INDEMNIFICATION OF Paratii AND ALL INDEMNIFIED PARTIES FOR ANY ALLEGED NEGLIGENCE, ALLEGED GROSS NEGLIGENCE, OR OTHER ALLEGED MISCONDUCT OF Paratii OR ANY INDEMNIFIED PARTIES.

Intellectual Property

Paratii retains all right, title, and interest in and to all Paratii brands, logos, trademarks, designs, any proprietary material relating to the Software, and variations of the wording of the aforementioned brands, logos, and trademarks.

Warnings

You acknowledge that Paratii shall not be responsible for transferring, safeguarding, or maintaining private keys and/or your Ether, Paratii or any other cryptocurrency. If you lose, mishandle, or have stolen any associated private key, you acknowledge that you may not be able to recover your Ether, Paratii or any other cryptocurrency stored through the Software, and that Paratii shall not be responsible for such loss. You acknowledge and agree that no cryptocurrency transactions presently or in the future facilitated by the Software and/or Paratii or the underlying Ethereum blockchain may be delayed, and that Paratii shall not be responsible for any associated loss. You acknowledge and agree that Paratii shall not be responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Software and/or Paratii. By using the Software, you acknowledge and agree that: (i) Paratii is not responsible for operation of the underlying protocols or the Ethereum blockchain on which Paratii runs, and makes no guarantee of their functionality, security, or availability; and (ii) the underlying Ethereum blockchain is subject to sudden changes in operating rules ("forks"), and such forks may



materially affect the value (if any), and/or function of the Ether, Paratii or any other cryptocurrency that you store on Paratii. In the event of a fork, you agree that Paratii may temporarily suspend Software-related operations (with or without notice) and that Paratii may, in its sole discretion, (a) configure or reconfigure its systems or (b) decide not to support (or cease supporting) the forked protocols entirely, provided, however, that you will have an opportunity to withdraw funds stored through the Software. You acknowledge and agree that Paratii assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol or blockchain.

Miscellaneous Severance

If any provision or part-provision of this **Wallet & Software Agreement** is, or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of this **Wallet & Software Agreement**.

Entire Agreement – Disclaimer of Reliance

This **Wallet & Software Agreement** constitutes the entire agreement between you and Paratii with respect to the subject matter hereof and supersedes all prior agreements or understanding concerning the same. Each party expressly warrants and represents that: (a) it has authority to enter this **Wallet & Software Agreement**; and, (b) it is not relying upon any statements, understandings, representations, expectations or agreements other than those expressly set forth in this **Wallet & Software Agreement**.

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION.

You agree that any and all disputes or claims against any person arising out of or in any way related to this **Wallet & Software Agreement** or the access, use or installation of the Software by you or any other person shall be subject to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The location of the arbitration shall be Tallin, Estonia. The language of arbitration shall be English.

