

Effective: April 16, 2024

NEAR Vault Terms of Use

Welcome to NEAR Vault, a multi-signature wallet solution enabling users to manage assets through a multi-signature authorization mechanism ("**NEAR Vault**"), accessible at <https://nearvault.org/> ("**Site**") (NEAR Vault and the Site together being the "**Service**"). The Service is provided by Arcus Pluvius Limited ("**APL**", "**we**", "**our**", or "**us**"). These Terms of Use explain the terms and conditions by which you may access and use the Service ("**Terms**"). By accessing or using the Service, you signify that you have read, understand, and agree to be bound by these Terms in their entirety. If you do not agree, you are not authorized to access or use the Service and should not use the Service.

PLEASE NOTE: THE "DISPUTE RESOLUTION" SECTION OF THESE TERMS CONTAINS AN ARBITRATION CLAUSE THAT REQUIRES DISPUTES TO BE ARBITRATED ON AN INDIVIDUAL BASIS, AND PROHIBITS CLASS ACTION CLAIMS. IT AFFECTS HOW DISPUTES BETWEEN YOU AND THE APL ARE RESOLVED. BY ACCEPTING THESE TERMS, YOU AGREE TO BE BOUND BY THIS ARBITRATION PROVISION. PLEASE READ IT CAREFULLY.

1. Modification of these Terms

APL reserves the right, in its sole discretion, to modify these Terms from time to time. If any modifications are made, you will be notified by an update to the date at the top of the Terms. All modifications will be effective when they are posted, and your continued accessing of the Service will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to these Terms, you must immediately stop accessing the Service.

2. Eligibility

To access or use the Service, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least the age of majority in your jurisdiction and have the full right, power, and authority to enter into and comply with the terms and conditions of these Terms on behalf of yourself and any company or legal entity for which you may access or use the Service.

In addition, to access or use the Service, you must not have been previously suspended or removed from the Service.

You further represent that you are not: a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or; b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States. Finally, you represent that your access and use of the Service will fully comply with all applicable laws and regulations, and that you will not access or use the Service to conduct, promote, or otherwise facilitate any illegal activity.

APL reserves the right to utilize software or other means to restrict access to the Service for compliance purposes with no advance warning, including, but not limited to, restricting access to any individual or entity on the Specially Designated Nationals and Blocked Persons (“**SDN**”) List maintained by OFAC. We are under no obligation to make such restrictions, or the rationale underlying such restrictions, public. If we determine in our sole and absolute discretion that you have breached your representations and/or obligations under this section, we will block your access to the Service if continued access to the Service could result in APL being in violation, or subject to negative consequences, under any sanctions laws or other law or regulation. While the Service does not custody or hold any assets of users, rendering APL incapable of “blocking” any interests in property, to the extent (in our sole and absolute discretion) you breach your representations and/or obligations under this section, APL reserves the right to notify any relevant identifiable persons of such breach to enable the blocking of interests in property as required under relevant rules and regulations.

3. Proprietary Rights

APL and its designees own and/or have licenses to all intellectual property and other rights in the Service and its contents, including (but not limited to) software, text, images, trademarks, service marks, copyrights, patents, and designs.

APL grants users permission to deal in the Service on the terms set out in the MIT Licence, accessible at <https://github.com/PierreLeGuen/near-finance/blob/main/LICENSE>.

4. Additional Rights

APL reserve the following rights: a) with or without notice to you, to modify, substitute, eliminate or add to the Service; b) to review, modify, filter, disable, delete and remove any and all content and information from the Service; and, c) to cooperate with any law enforcement, court or government investigation or order or third party requesting or directing that we disclose information or content or information that you provide.

5. Privacy

When you use the Service, the only information we collect from you is your blockchain wallet address and your transaction send information. We do not collect any personal information from you (e.g., your name or other identifiers that can be linked to you). Please see the Privacy Policy, accessible at <https://nearvault.org/privacy.pdf>, for further information.

When you use the Service, you are interacting with the public blockchains, which provide transparency into your transactions. APL does not control and is not responsible for any information you make public on any public blockchain by taking actions through the Service.

APL may share the information collected with blockchain analytics providers to promote the safety, security, and integrity of the Service. APL does not retain any information collected any longer than necessary for these purposes.

6. Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Service:

Intellectual Property Infringement. Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.

Cyberattack. Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks.

Fraud and Misrepresentation. Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.

Any Other Unlawful Conduct. Violate any applicable federal, state, local, national, or international law, or any regulations having the force of law, including any laws or regulations concerning the integrity of trading markets (e.g., manipulative tactics commonly known as spoofing and wash trading) or trading of securities or derivatives and furthering or promoting any criminal activity or enterprise or providing instructional information about illegal activities.

7. Not Registered with FinCEN or any agency

APL is not registered with the Financial Crimes Enforcement Network as a money services business or in any other capacity. You understand and acknowledge that we do not broker trading orders on your behalf, or match orders for buyers and sellers of securities. We also do not facilitate the execution or settlement of your trades, which occur entirely on the public distributed blockchains. The NEAR Vault acts solely as an intermediary platform, enabling users to compile transaction data that is to be executed by the users themselves, using compatible third-party blockchain wallet apps.

8. Non-Solicitation; No Investment Advice

You agree and understand that all transfers or other actions you perform through the Service are considered unsolicited, which means that you have not received any investment advice from us in connection with any such action, and that we do not conduct a suitability review of any action available to you via the Service.

All information provided by the Service is for informational purposes only and should not be construed as investment advice. You should not take, or refrain from taking, any action based on any information contained in the Service. We do not make any investment recommendations to you or opine on the merits of any investment transaction or opportunity. You alone are responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

9. No Warranties

THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, APL WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOUR USE OF THE SERVICE WILL BE AT YOUR SOLE RISK. APL IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES THAT RESULT FROM YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, YOUR USE OR INABILITY TO USE THE SERVICE; ANY CHANGES TO OR INACCESSIBILITY OR TERMINATION OF THE SERVICE; ANY DELAY, FAILURE, UNAUTHORIZED ACCESS TO, OR ALTERATION OF ANY TRANSMISSION OR DATA; ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SERVICE; ANY ACTIVITIES OR COMMUNICATIONS OF THIRD PARTIES; OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SERVICE. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE'S CONTENT OR THE CONTENT OF ANY WEBSERVICES LINKED TO THE SERVICE.

APL ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

10. Non-Custodial and No Fiduciary Duties

The Service is a purely non-custodial application, meaning you are solely responsible for the custody of the cryptographic private keys to the digital asset wallets you hold. You are responsible for safeguarding any keys, passwords, or other credentials used to access your wallet. Losing control of your private keys will result in loss of access to your assets held in NEAR Vault. We are not responsible for recovering lost access to your wallet.

These Terms are not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

11. Compliance Obligations

By accessing or using the Service, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you.

12. Assumption of Risk

By accessing and using the Service, you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets. You understand that blockchain-based transactions are irreversible.

You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase dramatically at any time. You further acknowledge and accept the risk that your digital assets may lose some or all of their value whilst you use the Service and you may suffer loss. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing or using the Service. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Service.

13. Third-Party Resources and Promotions

The Service may contain references or links to third-party resources, including (but not limited to) information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Service. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that these Terms do not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

14. Release of Claims

You expressly agree that you assume all risks in connection with your access and use of the Service. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Service. If you are a California resident, you waive the benefits and protections of California Civil Code § 1542, which provides: "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

15. Indemnity

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: a) your access and use of the Service; b) your violation of any term or condition of these Terms, the right of any third party, or any other applicable law, rule, or regulation; and c) any other party's access and use of the Service with your assistance or using any device or account that you own or control.

16. Limitation of Liability

To the fullest extent permissible under the laws of Seychelles, including the Consumer Protection Act and subject to any statutory obligations which cannot be excluded, limited, or amended, we shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses. This includes, without limitation, any damages resulting from any failure, loss of or corruption of data, loss of business, revenue, profit, or anticipated savings, any loss or damage from any third party's actions, content or software, or unavailability. Notwithstanding the generality of the foregoing and to the degree permissible under applicable Seychelles law, our total cumulative liability to any user for any loss or damage emanating from or relating to the Terms of Use, or any content or provided therein, shall be confined to an amount greater of any fees remitted by you to us or fifty United States Dollars (USD \$50.00). Our limitations of liability apply irrespective of whether the claim is anchored in contract, tort (including negligence), breach of statutory duty, or otherwise, and even if we have been forewarned of the possibility of such damage. By making use of the platform, you acknowledge that you have perused the terms of this limitation of liability and fully comprehend that this limitation of liability is an integral part of the Terms of Use agreed upon between you and us.

Nothing in these Terms of Use is envisaged to curtail any rights you may possess as a consumer under Seychelles law or other statutory rights that cannot be relinquished.

17. Dispute Resolution

APL will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to notices@arcuspluvius.org so that we can attempt to resolve it without resorting to formal dispute resolution. If we aren't able to reach an informal resolution within sixty days of your email, then you and we both agree to resolve the potential dispute according to the process set forth below.

Any claim or controversy arising out of or relating to the Service, these Terms, or any other acts or omissions for which you may contend that we are liable, including (but not limited to) any claim or controversy as to arbitrability ("**Dispute**"), shall be finally and exclusively settled by arbitration. You understand that you are required to resolve all Disputes by binding arbitration. The arbitration shall be held on a confidential basis before a single arbitrator. APL will have the sole and exclusive right to select the arbitrator who will preside over the dispute. The arbitration will be held in Seychelles, unless you and we both agree to hold it elsewhere. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

18. Class Action and Jury Trial Waiver

You must bring any and all disputes against us in your individual capacity and not as a plaintiff in or member of any purported class action, collective action, private attorney general action, or other representative proceeding. This provision applies to class arbitration. You and we both agree to waive the right to demand a trial by jury.

19. Governing Law

You agree that the laws of Seychelles, without regard to principles of conflict of laws, govern these Terms and any Dispute between you and us. You further agree that the Service shall be deemed to be based solely in Seychelles, and that although the Service may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside Seychelles. Any arbitration conducted pursuant to these Terms shall be governed by Seychelles law. You agree that the courts of Seychelles are the proper forum for any appeals of an arbitration award or for court proceedings in the event that the binding arbitration clause of these Terms is found to be unenforceable.

20. Entire Agreement

These Terms and the Privacy Policy constitute the entire agreement between you and us with respect to the subject matter hereof. These Terms supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms. The information provided on the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.