

Versa Terms of Service

1. Welcome

Versa LLC. ("**Versa**", "**we**", "**our**", or "**us**") develops self-custody smart contract wallets which allow users to carry out and manage crypto asset transactions on compatible blockchains and similar networks (the "**Versa Wallet(s)**").

Versa makes available Versa Wallets through the Versa application available for download on your mobile device ("**Versa App**").

These Terms of Service apply to the use of the Versa App.

2. Your relationship with us

This document and any documents referred to within it (collectively, the "**Terms of Service**") set out the terms of your relationship with us. It is important that you read and understand the Terms of Service before using the Versa App.

By using and accessing the Versa App, you agree to these Terms of Service. If you do not agree to these Terms of Service, please do not use the Versa App.

The Versa App is for non-commercial use only; you may use the Versa App only for your own personal use.

3. Information about us

Versa is a company registered in St Vincent and the Grenadines with its registered address at Euro House, Richmond Hill Road, Kingstown, St Vincent and the Grenadines.

If you would like to contact us, please write to us using the details at the end of these Terms of Service.

4. Information about you

Your privacy is important to us. Please read our Privacy Policy to understand how we collect, use and share information about you.

5. Important warnings about the Versa App

a. Crypto asset transactions

The Versa App allows you to initiate and manage crypto asset transactions on blockchains and similar networks compatible with the applicable Versa Wallet ("**Compatible Networks**"). Dealing or trading in crypto assets is inherently risky, as the prices of crypto assets can change rapidly. We cannot guarantee that the value of any crypto assets that you purchase will not fall. You therefore buy or sell any crypto assets through the Versa App at your own risk.

Completion of transactions that you initiate through the Versa App also depends on the availability and

operation of the relevant Compatible Network you interact with using the Versa App. Issues with the Compatible Network may cause transactions that you initiate through the Versa App to fail. This may mean that the transaction you were originally intending to perform will no longer be available. Due to the decentralized nature of these Compatible Networks, Versa is not responsible to you for errors or any losses that you suffer as a result of such issues or failed transactions.

b. Regulatory

The Versa App does not facilitate the storage or sending of fiat currencies and Versa is not authorized to conduct regulated activities by the Financial Conduct Authority in the UK or any other regulator anywhere in the world. The crypto assets that you manage through the Versa App are not covered or underwritten by any regulatory guarantees or compensation schemes, such as the Financial Services Compensation Scheme in the UK.

c. Network fees

In order to execute transactions on certain Compatible Networks, you will need to pay Network Fees which are set by the operators of the relevant Compatible Network and can fluctuate depending on the level of congestion on that Compatible Network ("**Network Fees**"). Transactions might fail if the Network Fee for that transaction is set too low, and you might still be liable for a proportion of the Network Fee even if your transaction fails.

We will recommend Network Fees for your transaction based on current network demand. You acknowledge that there may be unexpected spikes in the usage of that network which can cause the Network Fees to increase suddenly above the price that we recommend for your transaction. We will not be responsible to you for any losses that you suffer as a result of any transaction through the Versa App failing as a result of the Network Fees being set too low.

If you are using the Versa Wallet to access and manage transactions on Ethereum, and would like to set the Network Fees for a transaction manually, you can do so by downloading the transaction data using the Emergency Kit functionality of the Versa Wallet, and using that transaction data to carry out the transaction through another crypto wallet. You will also, however, then need to pay the relevant Network Fees for the transaction yourself. For more information about how to use the Emergency Kit, please visit the Emergency Kit support page.

d. Early access features

You agree that a key characteristic of the Versa App is that changes to the Versa Wallet will take place over time and this is an important basis on which we grant you access to the Versa App. Once we have made changes to the Versa Wallet, your continued use of the Versa App will show that you have accepted any changes to the Versa Wallet. You are always free to stop using the Versa Wallet and / or the Versa App.

Changes to the Versa Wallet may affect your past activities on the Versa Wallet and certain features that you may use ("**Service Elements**"). Any changes to the Versa Wallet could involve your Service Elements being deleted or reset; however this will not affect your rights to the crypto assets you manage through your Versa Wallet.

Blockchain technology moves quickly, and we try to keep the functionalities of the Versa App up to date to keep up with new developments. We may, from time to time, offer access to new Compatible Networks and features of the Versa App that are still in an "early access" or trial phase of their development.

While we do our best to make sure that any features that we make available are of a reasonable standard, the new and relatively untested nature of these early access networks and features means that you are more likely to experience problems and unavailability than other parts of the Versa App. As a result, we cannot guarantee that these early access features and networks will always be available and free from errors/ defects or operate without issues.

Declining changes or updates to the Versa App may expose the Versa Wallet on your mobile device to increased security risk. You will also not be able to access new or upgraded functionalities that we may offer through the Versa App. Versa shall not be liable to you for any losses you may suffer as a result of failing to complete any updates to the Versa App.

e. Third party apps and exchanges

The Versa Wallet allows you to access and use certain distributed applications ("**Dapps**") and crypto asset platforms ("**Crypto Platforms**") that are integrated or compatible with the Versa App. These Dapps and Crypto Platforms are provided by third parties which are not related to Versa. Although we facilitate your access to these Dapps and Crypto Platforms, we are not responsible for them in any way. Your use of the Dapps and Crypto Platforms will not be governed by these Terms of Service or be part of your relationship with Versa. You should make sure that you check the Dapp or Crypto Platform provider's website for the most up to date version of their terms and conditions before you access their services using the Versa App.

Not all Crypto Platforms and Dapps support all types of crypto assets. You should make sure, before you initiate any transactions through the Versa App, that the crypto assets you are sending are compatible with the recipient's wallet. You will not be able to recover any crypto assets that you have sent, and we will not be responsible to you for any losses you suffer as a result of any crypto assets that you send being incompatible with the recipient's wallet.

Not all Compatible Networks will support the same Crypto Platforms and Dapps. You should check which networks are compatible with the Crypto Platforms and Dapps that you wish to use before you access or use them through the Versa App. Using Crypto Platforms and Dapps on a different network to the Compatible Network you select when setting up your Versa Wallet could cause the transactions to fail, and you may also not be able to recover any crypto assets that you send to those Crypto Platforms or Dapps in connection with those transactions. We will not be responsible to you for any losses you suffer as a result of any use of Crypto Platforms or Dapps on a different network to the Compatible Network on which you set up your Versa Wallet.

f. Security

The crypto assets and Versa Wallet you manage through the Versa App may be at risk if the security of your mobile device on which you install and set up the Versa App is compromised. You should therefore ensure that you keep your mobile device safe and secure in accordance with best practices recommended by the provider of your operating system, such as setting up a "strong" PIN and/or password to prevent unauthorized access and ensuring that you keep your software up to date.

You are responsible for ensuring that your mobile device is secure. Do not use the Versa App on a device that has been "jailbroken", "cracked", "rooted" or otherwise had restrictions in the software removed, as this may compromise the security of your Versa Wallet and your crypto assets.

6. Accessing the Versa Wallet

You must download and set up the Versa App on your mobile device with a username and a numerical passcode in order to use the Versa Wallet. You are responsible for maintaining the confidentiality of your passcode and any activities on the Versa Wallet initiated through your mobile device.

Depending on the type of device you use, you may also be able to configure the Versa App to allow you to use your fingerprint and/or face ID to access the Versa Wallet.

You must be 18 years or older and capable in your country of residence of entering into a legally binding agreement to use the Versa Wallet.

7. Your right to use the Versa Wallet

The materials and content comprising the Versa App and the Versa Wallet belong to us or our third party licensors, and we give you permission to use these materials and content for the sole purpose of using the Versa App and the Versa Wallet in accordance with these Terms of Service.

Your right to use the Versa App and the Versa Wallet is personal to you and you are not allowed to give this right to another person.

We allow you to download the Versa App for use on your mobile device in order to access and use the Versa Wallet in accordance with these Terms of Service and we grant you a non-exclusive, personal, non-transferable license for this purpose only.

Unless allowed by these Terms of Service and as permitted by the functionality of the Versa App, you agree not to: i. copy any portion of the Versa Wallet; ii. give or sell or otherwise make available any portion of the Versa Wallet to anybody else; iii. change any portion of the Versa Wallet in any way; iv. look for or access the code of any portion of the Versa Wallet that we have not expressly published publicly for general use.

You agree that all confidential information, copyright and other intellectual property rights in the Versa App and Versa Wallet belong to us or the people who have licensed those rights to us.

You agree that you have no rights in or to any portion of the Versa App or the Versa Wallet other than the right to use it in accordance with these Terms of Service.

8. Fees

If you initiate a transaction on certain Compatible Networks through the Versa Wallet to be fulfilled through a third party Crypto Platforms, we may charge you a fee (the "**Versa Fee**").

We will indicate to you if an Versa Fee, and the amount of that fee, is payable in respect of the transaction before you confirm that transaction through the Versa Wallet.

We will ask you to pay the Versa Fee at the same time as you initiate the relevant transaction. If you decline to pay the Versa Fee, or if you have insufficient crypto assets to pay the Versa Fee and the value of the transaction, we will decline to process the transaction through the Versa Wallet.

9. App store provisions

You acknowledge that these Terms of Service set out the terms of the agreement between you and us only, and do not apply to your relationship with Apple, Inc, Google Ireland Limited or any other provider of an app store or distribution platform from which you download the Versa App (the "**Store Provider**").

We, not the Store Provider, will be solely responsible for performance of the Versa App, any content that we make available through the Versa App and any support or maintenance in respect of the Versa App. The Store Provider will have no obligation to provide any maintenance or support services with respect to the Versa App.

We, not the Store Provider, will be solely responsible in the event that the Versa App does not comply with any promises (including any promises made in respect of its functionality, suitability or fitness for purpose). To the maximum extent permitted by law, the Store Provider will not be responsible to you for any claims in relation to the Versa App.

In the event of any claim that the Versa App infringes another person's intellectual property rights, we, not the Store Provider, will be solely responsible for investigating, defending, settling or otherwise dealing with any such intellectual property infringement claim.

You acknowledge that: you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and you are not listed on

any U.S. Government list of prohibited or restricted parties.

The Store Provider (and members of its corporate group) are third party beneficiaries under these Terms of Service and have the right to enforce these Terms of Service against you.

10. Rules of Acceptable Use

In addition to the other requirements within these Terms of Service, this section describes specific rules that apply to your use of the Versa App (the "**Rules of Acceptable Use**").

When using the Versa App you must not: circumvent, disable or otherwise interfere with any security related features of the Versa App; permit another person to use the Versa App on your behalf unless such person is authorized by you; use the Versa App if we have suspended or banned you from using it; or advocate, promote or engage in any illegal or unlawful conduct, including any criminal activity, fraud or money laundering, breach of sanction, or conduct that causes damage or injury to any person or property.

We may monitor the activity on the Versa App to ensure that you comply with the Rules of Acceptable Use, including to ensure that the crypto assets you manage are not, or are not purchased with, funds obtained illegally.

Failure to comply with Rules of Acceptable Use constitutes a serious breach of these Terms of Service, and may result in our taking all or any of the following actions (with or without notice): immediate, temporary or permanent withdrawal of your right to use the Versa App; issuing of a warning to you; legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

11. Ending our relationship

If at any time you do not feel that you can agree to these Terms of Service or any changes made to these Terms of Service, you must immediately stop using the Versa App.

You may cease using the Versa App at any time by removing it from the mobile device to which you downloaded it.

We may also withdraw the Versa App as long as we give you reasonable notice that we plan to do this.

If you or we end your use of the Versa App or we withdraw the Versa App as described in this section, you will lose any rights you have to use the Versa App. This will not affect your rights in respect of the crypto assets that you manage through the Versa Wallet; however, the functionality of the Versa App that facilitates the processing of the transactions you initiate in respect of those crypto assets from the Versa App will cease to function. You will still be able to access your crypto assets by setting up transactions through the Versa App, downloading the transaction data and using that transaction data to process the transaction through a different crypto wallet service provider using the "Emergency Kit".

The termination of your use of the Versa Wallet shall not affect any of your obligations to pay any sums due to us.

Nothing in this section 11 affects any legal rights you may have under the law of the country in which you are resident.

12. Our liability/responsibility to you

We do our best to ensure that the features and functionalities of the Versa App are of a reasonably satisfactory standard and match any descriptions we have provided to you. However, as we do not own or

produce the third party applications, services or networks that you may access through the Versa Wallet, we cannot be responsible for them in any way or promise that the Versa Wallet will always be compatible with such third party services.

We will do our best to ensure that any elements of the Versa App that require a connection to the Internet and Compatible Networks will always be available to you. However, due to the nature of the Internet, the Compatible Networks and technology in general, any such features of the Versa App may be unavailable if we need to undertake any emergency or scheduled maintenance on our systems. This means that we are unable to promise that your use of those features of the Versa App will always be uninterrupted, without delays, error-free or meet your expectations. To the extent we are able to do so, we exclude any commitments that may be implied by law.

We will not be responsible to you for any losses that you might suffer as a result of your use of the Versa App or the Versa Wallet, including any failure or delay related to the locking or unlocking or recovery of your access to your crypto assets or approval of any transaction.

In the event of claims arising out of the provision of the Versa App or the Versa Wallet, our responsibility to you will never be more than the amount you have paid us in Versa Fees in respect of the transaction which caused the loss. In the event that you have not paid us any Versa Fees in respect of that transaction, we shall have no responsibility whatsoever to you.

The above does not affect your rights under the applicable law of the country in which you are resident, including our responsibility to you for any personal injury or death caused by our negligence, or our fraud.

13. Changes to these terms

We may revise these Terms of Service from time to time but the most current version will always be at <https://www.versawallet.io/files/versa-app-terms-of-service.pdf>

Changes will usually occur because of new features being added to the Versa App or the Versa Wallet, changes in the law or where we need to clarify our position on something which affects these Terms of Service.

Normally, we will try to give you some warning before the new terms become effective. However, sometimes changes will need to be made immediately and if this happens we will not give you any notice.

14. Documents that apply to our relationship with you

The current version of the Terms of Service contains the only terms and conditions that apply to our relationship with you.

We intend to rely on these Terms of Service as setting out the written terms of our agreement with you for the provision of the Versa Wallet and the Versa App. If part of the Terms of Service cannot be enforced then the remainder of the Terms of Service will still apply to our relationship.

If you do not comply with these Terms of Service and we do not take action immediately, this does not mean we have given up any right we have and we may still take action in the future.

15. Contact, feedback and complaints

If you need to contact us in relation to these Terms of Service or any other document mentioned in them, please email us at service@versawallet.io.

We value hearing from our users, and are always interested in learning about ways we can improve the Versa App or the Versa Wallet. By providing your feedback you agree that you are giving up any rights you have in

your feedback so that we may use and allow others to use it without any restriction and without any payment to you.

If you choose to contact us, we will treat any personal data you provide to us in accordance with our Privacy Policy.