

# End-User License Agreement

Last updated: 12/9/2019

This End-User License Agreement (the “**EULA**” or “**Agreement**”) is a legal agreement between You (the “**Licensee**”, “**you**”) as the user, being either an individual or an entity and Safudex B.V. (“**NeoLogin**”, “**us**”, “**we**” or “**our**”), being a limited liability corporation (*‘besloten vennootschap’*) incorporated in the Netherlands under chamber of commerce registration number 76602877, incorporated at Huijsmansstraat 12, 5042PG Tilburg, concerning the use of the NeoLogin wallet (the “**Wallet**” or the “**Software**”).

By registering for and using the Wallet, whether through [www.neologin.io](http://www.neologin.io), any associated website, API, decentralized application or mobile application, you agree that you have read, understood, and accepted all of the terms and conditions contained in this Agreement, as well as our Privacy Policy (and included Cookie Policy).

THIS EULA CONTAINS INFORMATION WHICH IS CRUCIAL TO THE PROPER USAGE OF THE WALLET. MAKE SURE YOU UNDERSTAND AND ACCEPT THE TERMS CONTAINED HEREIN OR REFRAIN FROM USING THE WALLET. NO PERMISSION IS GRANTED TO THOSE WHO DO NOT AGREE TO BE BOUND TO THIS EULA.

## Definitions:

“Digital Assets” is an umbrella term for any and all virtual currencies, cryptocurrencies, utility tokens, digital collectibles, stable coins, proxy tokens or any other blockchain-based tokens or digital representations of value of any kind. The term does not include a derivative of a Digital Asset or a security as defined under applicable law.

“Fork” means a change to the underlying protocol of a Digital Asset network that results in more than one version of a Digital Asset, the result of which may be one or more versions that are not supported by NeoLogin.

“Private Key” means an encrypted alphanumeric code that permits access to a corresponding Public Key’s Digital Asset holdings. In layman's terms, it is the secret number that allows users to send digital assets on the blockchain.

“Public Key” means an alphanumeric code which serves as a public identifier for blockchain-based transactions. In layman's terms, it is comparable to a digital ID or account number.

“Proxy Tokens” means a digital representation of a token on another blockchain that has been created while locking the original token in order to facilitate a new kind of cross-chain token transfer through two-way pegs between multiple blockchains.

## 1. License

- 1.1. *Legal Capacity.* By using the Blockchain Site and entering into this User Agreement, you affirm that you are an individual, at least 18 years of age or older, have the capacity to enter into this User Agreement and agree to be legally bound by the terms and conditions of this User Agreement, including the the Privacy Policy (and included Cookie Policy). Any person under the age of 18 does not receive our permission to use the Wallet under the terms of this Agreement.

- 1.2. *Limited license.* Subject to the terms of this Agreement, we hereby grant you a limited, non-sublicensable, worldwide, non-assignable, non-exclusive and royalty-free license to use the Wallet for your personal purposes, strictly in accordance with this EULA. The Software is licensed to you, not sold, and we reserve any rights not expressly granted to you in this EULA

## 2. The Wallet

### 2.1. *Description and creation of the Wallet*

- 2.1.1. *Noncustodial.* The Wallet is provided to you exclusively by NeoLogin as a web-based interface. At no point will we ever take custody of any Digital Assets in the wallet. We do not ever have access to your funds or your private key. Only you can get access to this private key, which is stored in encrypted form on Github servers, by logging into our Wallet using your credentials (which are never known to us), thereby decrypting your private key for usage during a single login session.
- 2.1.2. *Account and wallet creation.* When you create an account, the web-based Wallet software generates a cryptographic Private and Public Key pair that you may use to send and receive any supported Digital Assets. You will only be able to do so by logging into the Wallet, thereby decrypting your Private Key. During the account and wallet creation process, you will be given the possibility to download your Private Key as back-up. YOU MUST DOWNLOAD THIS PRIVATE KEY AND STORE IT, OUTSIDE OF THE SERVICES, AS A BACKUP FOR ACCOUNT RECOVERY PURPOSES IF YOU LOSE SOMEHOW LOSE OR FORGET YOUR PASSWORD.
- 2.1.3. *Credentials.* You must keep secret all credentials associated with the Wallet. Do not share this information with anyone as it greatly endangers your own funds' safety and security. You are solely responsible for managing and maintaining the security of any information relating to such credentials and agree that we shall not be held responsible (and you shall not hold us responsible) for any unauthorized access to the Services or any resulting harm you may suffer. ONLY BY USING YOUR PASSWORD ARE YOU ABLE TO GAIN ACCESS TO, SEND AND RECEIVE YOUR DIGITAL ASSETS. YOU MUST STORE, OUTSIDE OF THE SERVICES, A BACKUP OF ALL WALLET CREDENTIALS IN ORDER TO NOT LOSE SUCH ACCESS AS IT MIGHT RESULT IN THE PERMANENT LOSS OF YOUR FUNDS. WE ARE IN NO WAY RESPONSIBLE FOR SUCH LOSSES.
- 2.1.4. *Account recovery.* CONTRARY TO WHAT YOU ARE USED TO, OUR WALLET HAS NO EMAIL-BASED PASSWORD RECOVERY PROCESS, AS THIS WOULD ENDANGER THE SECURITY OF YOUR DIGITAL ASSETS. INSTEAD, ACCOUNT RECOVERY IS ONLY POSSIBLE INsofar you have backed up your private key during the account creation process. WE CANNOT HELP YOU RECOVER YOUR ACCOUNT IF YOU HAVE FORGOTTEN YOUR PASSWORD AND HAVE LOST YOUR PRIVATE KEY, AND YOUR FUNDS WILL BE LOST FOREVER. WE ARE NOT RESPONSIBLE FOR ANY SUCH LOSSES.
- 2.1.5. *Entropy.* Make sure to use a very strong password consisting of a randomly generated alphanumeric code which furthermore includes special signs in order to increase the resilience of your password against hacking attempts. While we nudge users towards the usage of strong (high entropy) passwords, we are not responsible for the resilience of your password in case of a breach and/or brute-force password cracking attacks, which might lead to the permanent loss of your funds.

### 2.2. *Usage of, and risk disclosure related to the Wallet and our services*

- 2.2.1. *Phishing.* The wallet is exclusively provided to you by us via our website [www.neologin.io](http://www.neologin.io). If accessed through the websites of third-party (decentralized) applications, a pop-up window will always occur

with this address URL. Always make sure you are on this specific web address (URL) before entering your credentials and be aware and vigilant of phishing attempts.

- 2.2.2. *Digital Asset support.* The Wallet only supports a limited amount of specifically designated virtual currencies and digital assets. Do not ever send other (non-supported) Digital Assets to your public key than those displayed in the Wallet itself to your public key address, as this can result in the permanent loss of those digital assets. Do not ever send any assets that are not natively based on the Neo blockchain to your wallet/public key in particular, as it will result in the permanent loss of those digital assets. We are not responsible for any such losses.
- 2.2.3. *Communications.* Any and all communications from NeoLogin may be provided to you via electronic mail at the address you provided when accessing the Services. This may include crucial communication regarding steps to be taken to ensure the safety and security of your funds. We shall not be responsible for any harm you may suffer as a result of your failure to receive any notice provided to you in connection with this User Agreement or your use of Services so long as such notice is provided to such email address. When receiving communications, make sure to validate whether they are sent by an email address associated with Neologin, which in any case will end with @neologin.io and be aware and vigilant of phishing attempts.
- 2.2.4. *Customer support.* As described above, we cannot help our users with any sort of account or fund recovery as we do not have access to either. Moreover, we will never personally ask you to provide us with any credentials, passwords or private keys in any way shape or form. Never give such information away, as it might result in the permanent loss of your funds. We are not responsible for any such losses.
- 2.2.5. *Third party applications.* As open-source software, NeoLogin may be integrated with any number of third party (decentralized) applications, which allow you to use their services by login in with your Neologin account. Be aware that such third-party applications are not in any way related to NeoLogin itself. We are not responsible for your use of such third party applications or any damages or losses incurred due to such usage.

### 2.3. *Cross-chain functionality.*

- 2.3.1. *Proxy tokens.* The Wallet might have a limited amount of cross-chain functionality in the future due to its support for certain Proxy Tokens. Note that Proxy Tokens are not 100% the same as their original version on their native blockchains and that PROXY TOKENS CANNOT BE TRANSFERRED TO PUBLIC KEY ADDRESSES ON THEIR ORIGINAL BLOCKCHAIN, OR USED ON THEIR ORIGINAL BLOCKCHAIN TO ACCESS ANY SORT OF UTILITY, SMART CONTRACTS OR ANY OTHER FUNCTIONALITY.
- 2.3.2. *Two-way pegs.* Also note that NeoLogin does not guarantee the stability or safety of any two-way pegs, and cannot guarantee that Proxy tokens retain their value, even in relation to the original version of those tokens. The two-way pegs (or bridges) between blockchains that allow for the creation of Proxy Tokens are based on innovative, nascent technology with inherent technological and economic risks. THE OWNERSHIP AND/OR USAGE OF SUCH PROXY TOKENS ON OR THROUGH NEOLOGIN IS PURELY AT YOUR OWN RISK AND MIGHT RESULT IN THE PARTIAL OR COMPLETE LOSS OF FUNDS.
- 2.3.3. *Deposits.* DO NOT EVER SEND TOKENS TO YOUR NEOLOGIN'S PUBLIC KEY ADDRESS WHICH ARE NOT NATIVE TO THE NEO BLOCKCHAIN, AS IT MIGHT RESULT IN THE PARTIAL OR COMPLETE LOSS OF FUNDS.

### 2.4. *Other blockchain-related risk disclosures*

- 2.4.1. *Digital Asset transactions.* In order to be completed, any Digital Asset transaction created with the Wallet must be confirmed and recorded in the blockchain associated with the relevant Digital Asset. Such networks are decentralized, peer-to-peer networks supported by independent third parties, which are not owned, controlled or operated by us. NeoLogin has no control over any blockchain and

therefore cannot and does not ensure that any transaction details you submit via our Wallet will be confirmed on the relevant network. The transaction details you submit via our Wallet may not be completed, or may otherwise be substantially delayed, by the Digital Asset network used to process the transaction. We do not guarantee that the Wallet can transfer title or right in any Digital Asset or make any warranties whatsoever with regard to title.

2.4.2. *No cancellations of transactions.* Once transaction details have been submitted to a blockchain, we cannot assist you to cancel or otherwise modify your transaction or transaction details. NeoLogin has no control over any Virtual Currency network and does not have the ability to facilitate any cancellation or modification requests.

2.4.3. *Forks.* In the event of a Fork or other network disruption, we may not be able to support activity related to your Digital Asset. In the event of a Fork, our services might be suspended temporarily, transactions may not be completed, completed partially, incorrectly completed, or substantially delayed. We may furthermore not support one or more of the competing versions of a blockchain which emerge after a Fork, including the original blockchain. We are not responsible for any loss incurred by you caused in whole or in part, directly or indirectly, by a Fork or other network disruption.

### **3. Restrictions on Use**

You shall use the Wallet strictly in accordance with the terms in this EULA and shall not violate any applicable laws, rules or regulations in connection with your access to, or use of, the Wallet. You hereby warrant, represent and agree that you will not use the Software or any Services provided on or through the Software, in any of the following manners:

- i. rent, lease, sublicense, sell, transfer, assign, redistribute, host, or otherwise commercially exploit the Wallet;
- i. copy, reproduce, republish, download, modify, make derivative works of, disassemble, reverse compile, attempt to find the source code of, or reverse engineer any part of the Software, except where permitted by the applicable Copyright licenses covering the Software;
- ii. upload, use, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter, interfere with or disrupt the Wallet, Neologin's website, third-party applications or networks used.
- iii. remove, obscure, or alter any proprietary rights notices (including copyrights and trademark notices);
- iv. attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Wallet or the services provided on or through the Wallet, the server(s) or any other hardware, computer, or database connected to the network;
- v. jeopardize the security of another User's account or attempt, in any manner, to obtain the password, Private Key or credentials from any other User.
- vi. use the Software in ways, or for purposes, that, in all fairness and reasonableness, cannot be deemed to fall under the purposes for which the Software is intended.
- vii. engage in any other 'hacking' activities including, but without limitation, circumventing, disabling, or otherwise interfering with the security or functionality of the Software, finding errors in the Software for personal gain, finding ways to destabilize the Software, trying to double-spend or steal cryptographic tokens, finding ways to get access to another user's wallet, trying to discover or steal another user's private key(s), 'spamming' the Software with requests, traffic or transactions which do not have any reasonable purpose related to the services related to the network or limiting the user experience or impeding on the rights of other users in any other way.

### **3. Intellectual property**

In no case shall there be any transfer of Intellectual Property of any kind, including, but not limited to, rights to the Software, copyrights, patents, trademarks, ideas, techniques, inventions, processes, works of authorship, ideas or concepts owned by NeoLogin, resulting from the use of any of our Software or acceptance of these terms. Notwithstanding the terms of this EULA, no Intellectual Property owned by NeoLogin is licensed to the user in any fashion.

NeoLogin is partly an open-source initiative. Therefore, parts of our Software may be licensed under an open-source license. Only when (parts of) our Software are published on our official Github repository with inclusion of an open-source license in the code, are such parts of our Software made available under that open-source license.

#### **4. Disclaimer of Warranties**

- 4.1. You acknowledge and agree that the Software is provided on an ‘as is’ and ‘as available’ basis, and that your use of and/or reliance on the Wallet and any of its functionalities, including, but not limited to, the access the Wallet may provide, now or in the future, to the blockchain or any third party application interacting with any of these components, is at your sole risk and discretion.
- 4.2. NeoLogin, its potential subsidiaries and partners disclaim any and all representations, warranties and guarantees regarding the use of the Wallet, whether express, implied or statutory, and including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, insofar permitted by law.
- 4.3. NeoLogin specifically, but without limitation, makes no warranties that
  - i. the Software’s functionality will meet your requirements;
  - ii. the Software’s functionality will be uninterrupted, accurate, reliable, timely, secure or error-free;
  - iii. the quality of the Software will be as represented and/or meeting your expectations;
  - iv. any errors in the Software will be corrected in a timely fashion;
  - v. the Software will provide you uninterrupted access to the blockchain, any third party (decentralized) application or your funds; or that
  - vi. any information disclosure regarding the Software published by NeoLogin or third parties is accurate.

#### **5. User Representations and Warranties**

- 5.1. You hereby warrant that you understand the all the information contained in this EULA, and in particular, but without limitation, understand the role Private Keys play in the Software, understand the importance of keeping your credentials secret, understand that account recovery is not possible without your backed-up private key, understand that the fact that Digital Assets sent to the wrong public-key addresses are lost forever, understand that the deposit of non-supported Digital Assets to NeoLogin might result in the permanent loss thereof, understand that understand the fact that it is your responsibility to keep your private key safe, understand that we have no influence over the blockchain and cannot help with the recovery of funds, understand the difference between Proxy tokens and native tokens, and understand any and all other risks described in this EULA or related with the use of blockchain technology.
- 5.2. IN ENTERING INTO THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY OF NEOWALLET OR ITS AFFILIATES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

#### **6. Limitation of Liability**

- 6.1. IN NO EVENT SHALL NEOLOGIN, ITS SUBSIDIARIES, AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING THE LOSS OF FUNDS, RESULTING FROM IMPROPER USE OF THE SOFTWARE OR WALLET BY YOU, USERS AND/OR OTHER THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM THE SENDING OF TRANSACTIONS TO THE WRONG PUBLIC-KEY ADDRESSES, LOSING ONE'S PRIVATE KEY(S) OR CREDENTIALS, THE USAGE OF INSECURE CONNECTIONS HAVING ONE'S PRIVATE KEY(S) OR CREDENTIALS COMPROMISED, THE USE OF LOW ENTROPY PASSWORDS, SENDING NON-SUPPORTED DIGITAL ASSETS TO NEOLOGIN, FALLING FOR PHISHING ATTEMPTS OR THE IMPERSONATION OF NEOLOGIN BY OTHERS, THE USE AND OWNERSHIP OF PROXY TOKENS, OR ANY IMPROPER USAGE OF NEOLOGIN IN ANY OTHER WAY, BUT ONLY INsofar ALLOWED BY APPLICABLE LAW.
- 6.2. IN NO EVENT SHALL NEOLOGIN, ITS SUBSIDIARIES, AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, FURTHER BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY (A) THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF ANY COMPUTER, SERVER OR BLOCKCHAIN, INCLUDING WITHOUT LIMITATION LOSSES ASSOCIATED WITH NETWORK FORKS, REPLAY ATTACKS, SPV ATTACKS, ORACLE ATTACKS, DOUBLE-SPEND ATTACKS, SYBIL ATTACKS, 51% ATTACKS, GOVERNANCE DISPUTES, MINING DIFFICULTY, CHANGES IN CRYPTOGRAPHY OR CONSENSUS RULES, OR ANY OTHER SORT OF HACKING OR CYBERSECURITY BREACH(ES); (B) THE CHANGE IN VALUE OF ANY CRYPTOCURRENCY; (C) ANY CHANGE IN LAW, REGULATION OR POLICY, OR (D) FORCE MAJEURE (E) THE USE (OR INCORRECT FUNCTIONING) OF THIRD PARTY APPLICATIONS THAT HAVE INTEGRATED NEOLOGIN OR BLOCKCHAINS; ALL INsofar ALLOWED BY APPLICABLE LAW
- 6.3. WILL NOT BE HELD LIABLE FOR ANY INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST INCOME, MISSED OPPORTUNITIES, DEPRECIATION OF (DIGITAL) ASSETS, MISSED SAVINGS OR DAMAGES DUE TO STAGNATION, INsofar ALLOWED BY APPLICABLE LAW.
- 6.4. IN ANY OTHER CASE, NEOLOGIN CAN ONLY BE HELD LIABLE FOR DIRECT DAMAGES RESULTING FROM THE NON-PERFORMANCE OF OUR DUTIES, WHERE THE DAMAGES ARE CAUSED BY FRAUD, GROSS NEGLIGENCE OR INTENT ON THE PART OF NEOLOGIN, AND ONLY FOR DAMAGES NOT EXCEEDING \$1000.
- 6.5. THE LIMITATIONS OF LIABILITY IN SECTIONS 6.1 TO 6.4 WILL NOT APPLY WHERE DAMAGES ARE CAUSED BY THE FRAUD, GROSS NEGLIGENCE, OR INTENT OF NEOLOGIN.
- 6.6. UNDER NO CIRCUMSTANCES SHALL WE BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY AS DAMAGES, MAKE SPECIFIC PERFORMANCE OR ANY OTHER REMEDY. IF YOU WOULD BASE YOUR CALCULATIONS OF DAMAGES IN ANY WAY ON THE VALUE OF VIRTUAL CURRENCY, YOU AND WE AGREE THAT THE CALCULATION SHALL BE BASED ON THE LOWEST VALUE OF THE VIRTUAL CURRENCY DURING THE PERIOD BETWEEN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

## **7. Indemnity**

You agree to indemnify and hold harmless NeoLogin, its affiliates, subsidiaries, directors, managers, members, officers, and employees from any and all claims, demands, actions, damages, losses, costs or expenses, including without limitation, reasonable legal fees, arising out of or relating to your or any other person's use of your credentials in connection with your the use of the Wallet or breach of this EULA, including, but without limitation, breach of any of the user warranties, or any other of NeoLogin's policies; provided however, that you shall not indemnify Neologin for claims or losses arising out of Neologin's gross negligence or willful misconduct.

## **8. Term and termination**

- 8.1. This EULA shall remain in effect until terminated by you or NeoLogin. NeoLogin may, at its sole discretion, at any time and for any or no reason, suspend or terminate this license with, including your access to the Wallet or without prior notice, and without liability of any kind.
- 8.2. This Agreement will terminate immediately, without prior notice from NeoLogin, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop.
- 8.3. Upon termination of this Agreement, you shall cease all use of the Software and delete all copies of the Application from your mobile device or from your desktop.

## **9. MISC**

- 9.1. *Taxes.* It is your responsibility to determine what, if any, taxes apply due to your use of the Wallet, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. NeoLogin is not responsible for determining whether taxes apply to your Digital Asset transactions or for collecting, reporting, withholding or remitting any taxes arising from any virtual currency transactions.
- 9.2. *Amendment and interpretation by courts.* If any provision of this EULA is determined to be unlawful and/or unenforceable by any court or other competent authority, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if only a part of it were deleted, amended or otherwise interpreted in an enforceable fashion, that part will be deemed to be deleted, amended or interpreted to make it reach the minimum standard required to be lawful and/or enforceable, and the rest of the provision will continue in effect.
- 9.3. *Amendments.* NeoLogin reserves the right to modify or replace this EULA at any time and at its sole discretion.
- 9.4. *Entire Agreement.* Unless by explicit incorporation in the terms of this EULA, no other communications or documents of any kind are deemed to be part of this Agreement.
- 9.5. *Applicable Law.* This EULA is construed under, will be exclusively interpreted under and will be governed by the laws of the Netherlands.
- 9.6. *Choice of forum.* The courts of the Netherlands shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.