etherpay — emallet

TERMS OF USE



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1. GENERAL CONDITIONS

1.1 The user of Etherpay Wallet shall, before starting to use the services, read these Terms and Conditions of use carefully, as well as comply with all requirements and determinations during the entire period of use of our services.

Therefore, for the use of our services, you assure that:

- a) You have sufficient experience, as a user, knowledge, and understanding of the working principles of our Wallet. In addition, you are fully aware that when using our Virtual Wallet, you should do so with your own email address and not act on behalf and/or for the interest of anyone else;
- b) Have full powers and authority to enter into this legal relationship and, in doing so, will not violate any other legal relationship;
- c) Will stop using our Services immediately if any applicable law in your country prohibits you at any time to do so;
- d) Will not use our Services if you are a resident or become a resident in any region where transactions of encrypted assets are prohibited.



1.2 As a user, by accepting these terms, you also declare, agree, and assure that you will not violate any law, contract, third-party right, or commit an illegal act, as you are solely responsible for your actions and/or omissions when using our Virtual Wallet. Without prejudice to the above, you declare that you will:

- a) Not use the EtherPay Wallet to pay for, support, or participate in any illegal gambling activities; money laundering; fraud; or terrorist activities; or any other illegal activity;
 - b) Not use another user account without authorization, given knowingly and voluntarily;
 - c) Not provide false, inaccurate, or misleading information;
- d) Not use the EtherPay Wallet in any way that may interfere, disrupt, negatively affect or inhibit other users from using our Virtual Wallet with full functionality or that may damage, disable, overload, or impair the functioning of the Virtual Wallet in any way;

1.3 It is your responsibility to keep your registered email address with EtherPay Wallet updated so that we can communicate with you. You also understand and agree that you lose the right to claim ignorance if you do not receive an electronic communication sent to you by EtherPay Wallet as a result of incorrect registration of your email address, as well as if it is out of date, blocked by your service provider, or even personal incapacity to receive electronic communications.



2. ETHERPAY WALLET FEES

2.1 You agree to pay the fees for Exchanges and Withdrawals completed via Wallet ("Fees") as defined by us, which we may change from time to time. Changes in Fees are in force as of the effective date and will apply prospectively to any Exchanges and Withdrawals that occur after the effective date of such revised Fees.

2.2 We reserve the right to provide different types of rewards to users, either in the form of discounts for our services or otherwise at our discretion and without notice.

3. USER CONDITIONS

- 3.1 To use our Services, the User is required to create an account on the EtherPay Wallet platform, aiming at the full and functional use of this digital wallet. The process of creating the EtherPay Wallet account requires a valid email.
- 3.2 The User is responsible for creating a strong password, which is not used by other sites, online or offline services, as well as maintaining the security of his/her EtherPay Wallet account, protecting the password, and restricting access to the account.
- 3.3 The User is required to provide such information and credentials as may be requested by EtherPay Wallet from time to time in order to verify ownership and/or source of funds of the service crypto-assets of third parties that are forwarded to the User's account.
 - 3.4 We reserve the right to limit the scope of our Services to Users, who:

have not verified their identity and/or configured a necessary level of account security. The limitation of our Services may depend on the established security level of the account, for example, and the following criteria may be considered: email verification, etc.



3.5 In case of violation of the Terms, or any other event that we may consider necessary, as:

Maintenance service; the inability of the third-party service provider to provide services to you; your request for account cancellation; market disruption; inability to comply with our requirements; government investigation, or process related to you or your EtherPay Wallet account; and/or in the event that we perceive an increased risk of legal or regulatory non-compliance associated with your account activity. We may, at our sole discretion and without liability to you, with or without notice:

- a) suspend your full or partial access to our Services; or
- b) prevent you from completing any actions through the Wallet, including closing any open Transaction request. Should the Transaction come back, you acknowledge and agree that the prevailing market rates may differ significantly from the rates available prior to such event; or
- c) terminate your access to the Services, delete or deactivate your EtherPay Wallet account and all related information and files in this account.



4. THE COMPANY

4.1 We may, at any time, at our sole discretion and without any liability to you, with or without notice, modify or discontinue, temporarily or permanently, any part of our Services.

4.2 Fees may be charged for the third-party service you use to refer your EtherPay Wallet account and/or recover your transaction. EtherPay Wallet is not responsible for any third-party service fees. You are solely responsible for the use of the third party service and agree to comply with all terms and conditions applicable to any third party service.

4.3 EtherPay Wallet owns all intellectual property rights, feedback, suggestions, ideas, and other information and materials about EtherPay Wallet, whether by email, posting through our services, or otherwise ("Feedback"). We are entitled to unrestricted use and disclosure of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have in the Feedback (including, without limitation, any copyright). We have the right to remove any posting you make on our website if, in our opinion, your posting does not conform to the content standards set forth therein.

4.4 Our communication works strictly via official email. Our representatives will never make contact through reserved emails, not on our official domains. Therefore, you are responsible for due care and diligence when communicating with someone pretending to be an EtherPay Wallet representative.



5. ADDITIONAL INFORMATION

- 5.1. These Terms of use contain the entire agreement and replace all prior and contemporaneous understandings between the parties regarding the services.
- 5.2. In the event of any conflicts between these Terms and any other contract that you may have with EtherPay Wallet, the terms of the other contract will only prevail if the Terms herein are specifically reviewed and declared as replaced for such contract.
- 5.3. We reserve the right to change these Terms from time to time, whenever we find necessary. We will inform you about the changes by sending you an email, notifying on the Website, and/or by publishing the updated Terms through EtherPay Wallet's websites and mobile apps, as well as updating the "Last update" on the cover of this document.

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