

Legal Disclaimer And Terms of Use

1. Use of Cake Wallet

The Cake Wallet app (hereinafter, referred to as the "App") allows the use of accessing the Monero Blockchain/network. You are not authorized, and nor should you rely on the App for legal advice, business advice, or advice of any kind. You act at your own risk in reliance on the contents of the App. Should you make a decision to act or not act you should contact a licensed attorney in the relevant jurisdiction in which you want or need help. In no way are the owners of, or contributors to, the App responsible for the actions, decisions, or other behavior taken or not taken by you in reliance upon the App.

2. Translations

The App may contain translations of the English version of the content available on the App. These translations are provided only as a convenience. In the event of any conflict between the English language version and the translated version, the English language version shall take precedence. If you notice any inconsistency, please report them on GitHub.

3. Risks related to the use of Cake Wallet.

The App, the App's owner Fotolockr LLC and Fotolockr's owners, partners, employees, contributors, and any affiliates will not be responsible for any losses, damages or claims arising from events falling within the scope of the following five categories:

1. (1) Mistakes made by the user of any Monero-related software or service, e.g., forgotten passwords, payments sent to wrong Monero addresses, and accidental deletion of wallets.
2. (2) Software problems of the App and/or any Monero-related software or service, e.g., corrupted wallet file, incorrectly constructed transactions, unsafe cryptographic libraries, malware affecting the App and/or any Monero-related software or service.
3. (3) Technical failures in the hardware of the user of any Monero-related software or service, e.g., data loss due to a faulty or damaged storage device.
4. (4) Security problems experienced by the user of any Monero-related software or service, e.g., unauthorized access to users' wallets and/or accounts.
5. (5) Actions or inactions of third parties and/or events experienced by third parties, e.g., bankruptcy of service providers, information security attacks on service providers, and fraud conducted by third parties.

4. Investment risks

The investment in Monero can lead to loss of money over short or even long periods. The investors in Monero should expect prices to have large range fluctuations.

5. Compliance with tax obligations

The users of the App are solely responsible to determinate what, if any, taxes apply to their Monero transactions. The owners of, or contributors to, the App are NOT responsible for determining the taxes that apply to Monero transactions.

6. The App does not store, send, or receive Moneros

The App does not store, send or receive Monero. This is because Monero exists only by virtue of the ownership record maintained in the Monero network. Any transfer of title in Moneros occurs within a decentralized Monero network, and not on the App.

7. No warranties

The App is provided on an "as is" basis without any warranties of any kind regarding the App and/or any content, data, materials and/or services provided on the App.

8. Limitation of liability

Unless otherwise required by law, in no event shall the owners of, or contributors to, the App be liable for any damages of any kind, including, but not limited to, loss of use, loss of profits, or loss of data arising out of or in any way connected with the use of the App.

9. Arbitration

The user of the App agrees to arbitrate any dispute arising from or in connection with the App or this disclaimer, except for disputes related to copyrights, logos, trademarks, trade names, trade secrets or patents.

10. Last amendment

This disclaimer was amended for the last time on January 15, 2018