

# Magnum Wallet Terms of Service

Last Updated: 26.08.2019.

Please read this Magnum Wallet Terms of Service (the “**Terms**”) carefully as they form a binding legal agreement between you (the “**User**”) and “”, company registered under the laws of Scotland and having its registered address at: “” (“**Magnum Wallet**” or “**we**”: and its derivatives). This site, and any other sites of Magnum Wallet (collectively, the “**Site**”), and the information on it are controlled by Magnum Wallet. These Terms govern the use of the Site and apply to all Users of the Site as well as other services and resources available or enabled via the Site, (each a “**Service**” and collectively, the “**Services**”, which term includes the software and the Site unless explicitly set forth below).

The term “User” will be used as meaning either you or the entity on behalf of which you accepting the Terms. If you are entering into these Terms on behalf of the entity, such as your employer or the company you work for, you warrant and represent that you have the legal authority to bind, and do hereby bind, that entity to these Terms.

Section 10 of the terms contains an arbitration agreement which will, with limited by the applicable law exceptions, require disputes between you and Magnum Wallet to be submitted to binding and final arbitration.

These Terms are open and public document. The current effective version of the Terms is located [here](#). Magnum Wallet may modify these Terms at any time and in our sole discretion. If we do so, we will change the “Last Updated” date at the beginning of these Terms and, as available, inform you through or within the Services. By continuing to use the Site or Services following the release of updated Terms you consent to such updated Terms. We invite you to check this page regularly for updates to the Terms.

Please read these Terms carefully before accessing or using our Services. Using of the Services constitutes an acceptance and confirmation of your consent to be bound by these Terms, all applicable laws and regulations, and you agree that you are responsible for compliance with and that you are compliant with these Terms and the applicable laws. If you do not agree with all these Terms, then you may not access or use any of our Services.

## 1. Use of the Services.

We provide you with the simple and convenient way (interface) to control your crypto balance at your own accounts at cryptocurrency exchanges or its partners. All trading and changes of digital assets are made only at cryptocurrency exchanges or its partners, not at our Software and platform.

Please note, Magnum Wallet provides non-custodial services, which means that we do not store your digital assets. We also don't store crypto keys from your accounts at cryptocurrency exchanges or its partners. You shall keep your crypto keys from your accounts and be liable for their safety.

The Software, the Site, the Services, and the information and content available therein (the “**Magnum Wallet Content**”) are protected worldwide by copyright laws. Subject to the Terms, Magnum Wallet grants you a limited license to reproduce portions of Magnum Wallet

Content solely as required to use the Services for your personal or internal purposes. Unless otherwise specified by Magnum Wallet in a separate license, your right to use any Magnum Wallet Content is subject to these Terms.

Magnum Wallet is not a bank or financial institution and does not provide investment or financial advice or consulting services to Users of the Services. We are solely act as the provider of the Services. No communication or information provided to the User by Magnum Wallet shall be considered as advice.

You understand that engaging in activities with digital assets and cryptocurrency may be risky. Your use of Services may carry financial risk, and the Software is to be used as experimental software utility only. In no case Magnum Wallet shall warrant that the User earn profits while using Services.

Our Services are not directed to children. Access to and use of our Services is only for those over the age of 18. If you are younger than this, you may not use our Services. Any person who acts as a User or provides his/her personal information to our Services represents and warrants that he/she is 18 years of age or older.

### **1.1. Magnum Wallet Software.**

Use of the Software is governed by these Terms. Magnum Wallet delivers the Software via Magnum Wallet site <https://app.magnumwallet.co>. Subject to your compliance with the Terms, Magnum Wallet grants you a non-assignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the Software on computers you own or control solely for your personal or internal purposes. Because the Software is locally installed, you are responsible for the security of the device on which it is installed, including ensuring that you keep anti-virus software current and otherwise protect the device on which the Software is installed against malware. Magnum Wallet is not responsible for any loss or damages – including loss of funds or lockout from accounts accessed via the Software – resulting from your failure to keep the device on which the Software is installed safe and free of any malware. Magnum Wallet cannot recover passwords or unlock account information stored on the Software in any circumstances, including if the Software is compromised by malware on your computer, and it is your sole responsibility to take all reasonable precautions to secure and backup your copy of the Software and the information stored on it.

The Software and the Services are accessible 24 hours per day, 7 days per week. However, Magnum Wallet reserves the right, without providing notice or compensation, to the User temporarily suspend the Services or access to the Software in order to carry out works including, but not limited to: updates, maintenance operations and amendments to the servers, etc. You understand and acknowledge that any delays in the Services are possible.

### **1.2. Updates.**

The Software and Services are evolving and you may be required to accept or install updates to the Software or Services, or update third party software (i.e., browsers or OS) in order to keep using the Software or Services or access their latest features, including security updates. We may update the Software and Services at any time, without providing notice or without disclosing the reason. If you don't accept or install any necessary updates, the Services may be unavailable to you and Magnum Wallet is not responsible for any loss or damages.

### **1.3. Certain Restrictions.**

By accessing the Services, you agree not to: (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or Magnum Wallet Content, or any portion thereof, including on a service bureau or equivalent basis; (b) frame

or enclose any trademark, logo, or other Magnum Wallet Content, (including images, text, page layout or form); (c) use any meta tags or other “hidden text” using Magnum Wallet name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services or Software (except to the extent this restriction is expressly prohibited by applicable law); (e) use any manual or automated software, devices or other processes (including spiders or other data mining tools) to “scrape” or download data from any web pages in the Site (except that we grant operators of public search engines revocable permission to do so for the sole purpose of creating publicly available searchable indices (but not caches or archives) of such content; (f) access the Site, Services, or Software in order to build a similar or competitive Site, Services, or Software; (g) copy, reproduce, distribute, republish, download, display, post or transmit any Magnum Wallet Content except as expressly permitted herein; and (h) remove or destroy any copyright notices or other proprietary markings contained on or in the Services or Magnum Wallet Content. Magnum Wallet, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Services terminates the licenses granted by Magnum Wallet herein.

#### **1.4. Third-Party Services.**

The Services may incorporate, or may provide access to, applications or materials that are hosted by another party, including digital currencies such as Ethereum and Bitcoin or cryptocurrency exchanges such as Changelly and ShapeShift (collectively, “**Third Party Services**”). You agree that it is impossible for Magnum Wallet to monitor Third Party Services and that you access them at your own risk. Do not share any credential, private key, or other sensitive information with any third party without validating their legitimacy. To the extent Third Party Services incorporated into or linked to from the Services (i.e., communications functionality) have terms that differ from these Terms, you may be required to agree to those terms in order to access the Third Party Service. We do not control the terms, policies, or performance of any third party, and are not responsible for any performance, or failure to perform, of any Third Party Services, including with respect to exchange rates, processing of transactions, and similar activities.

Your use is solely between you and the respective third party (the “**Third Party**”) and will be governed by the Third Party’s terms and policies. It is your responsibility to review the Third Party’s terms and policies before using a Third Party Service. Some Third Party Services may request or require access to your data. If you grant access, your data will be handled in accordance with the Third Party’s privacy policy and practices. We do not have control over how a Third Party Service may use your data.

Third Party Services may not work appropriately with your software, and we may not be able to provide support for issues caused by any Third Party Services. If you have questions or concerns about how a Third Party Service operates, or need support, please contact the Third Party directly.

#### **1.5. Necessary Equipment and Software.**

You must provide all equipment and software necessary to use the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing or using the Services. In no case shall Magnum Wallet warrant that Services and Software are interoperated with your equipment and software.

#### **1.6. Fees and charges**

**Fees.** Some of our Services are offered for free and some for charge. We may change our fees at any time. When applicable, we may give you advance notice of the fee changes. If you don’t agree with the fee changes, you shall not use our Services. Please, visit

[magnumwallet.co](https://magnumwallet.co) or contact the customer support (support@magnumwallet.co) for more information on rates, fees, prices and payment process.

**Taxes.** You are responsible for all taxes and fees associated with your activities. You must collect, report, and/or pay the correct amounts to the appropriate authorities, if applicable. Tax laws differ from jurisdiction to jurisdiction and may be subject to different interpretations by different authorities. We recommend you consult an appropriate tax professional for your specific tax situation.

### **1.7. Prohibited Jurisdictions**

By using Services, you acknowledge and declare that you are not located in, or are not a citizen or resident of Cuba, Iran, North Korea, Crimea, Sudan, Syria, United States of America (including all USA territories like Puerto Rico, American Samoa, Guam, Northern Mariana Island, and the US Virgin Islands (St. Croix, St. John and St. Thomas)), Bangladesh, Hong Kong, India and Bolivia, among with any other country subject to United Nations Security Council Sanctions List and its equivalent.

Use of the Services is void where prohibited by the applicable law and the law of the relevant jurisdictions.

Magnum Wallet maintains the right to select its markets and jurisdictions to operate in and may restrict or deny its Services to certain countries.

Magnum Wallet also maintains the right to use various methods to prevent the use of the Services by the Users listed above. You shall comply with this Section, even if Magnum Wallet's methods to prevent use of the Services are not effective or can be bypassed.

Use of the Services is void where prohibited by applicable law.

## **2. Ownership.**

### **2.1. Generally.**

Magnum Wallet and its suppliers own all right, title and interest in and to the Site, Services, Software, and Magnum Wallet Content. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, the Services, or Magnum Wallet Content.

### **2.2. Trademarks.**

Magnum Wallet and other related graphics, logos, service marks and trade names used in connection with the Services and the trademarks of Magnum Wallet and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Site or Services are the property of their respective owners.

## **3. User Conduct.**

You may not use the Services for any purpose that is prohibited by the Terms or applicable law. You will not take any action or make available any content on or through the Services that: (a) is illegal under applicable law or infringes any intellectual property rights of any person or entity; (b) is unlawful, threatening, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, or offensive; (c) is unauthorized or unsolicited advertising, junk or bulk e-mail; (d) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (e) impersonates any person or entity, including any employee or representative of Magnum Wallet; (f) interferes with the proper functioning of the Services; (g) engages in any potentially harmful

acts directed against the Services, including violating any security features of the Services, introducing viruses, worms, or similar harmful code into the Services; (h) discloses or uses the personal information of others; (i) is or enables malware, spyware, adware, or other malicious code, viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; or (j) attempts to do any of the foregoing. The User shall provide Magnum Wallet with accurate and complete information while using the Services.

The User warrants that funds at any of his/her accounts are legally obtained. In no case Magnum Wallet shall check the source of the User's funds.

If the User violates these Terms, including this Clause, Magnum Wallet has the right (though not the obligation) to, in Magnum Wallet's sole discretion (without the User's consent or notice), block, terminate or deny access to and use of Services to any User. Magnum Wallet shall not give reasons of its actions. Magnum Wallet will have no obligation to provide a refund of any amounts previously paid.

#### **4. Investigations.**

Magnum Wallet does not generally monitor User's activity on the Site or Services. If Magnum Wallet becomes aware of any possible violations by you of any provision of the Terms, Magnum Wallet may investigate such violations, at its sole discretion, take any of the actions set forth in Section 10 below.

#### **5. Third-Party Properties.**

The Services may contain links to third-party websites and applications (collectively, the "**Third-Party Properties**"). When you click on a link to a Third-Party Property, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or application. Magnum Wallet provides these Third-Party Properties only as a convenience and does not make any representations with respect to Third-Party Properties, or their products or services. You use Third-Party Properties at your own risk. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Properties, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. Magnum Wallet disclaims any responsibility for any harm resulting from your use of non-Magnum Wallet websites, webpages, software, services and content.

#### **6. Indemnification.**

You agree to indemnify and hold Magnum Wallet, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "**Magnum Wallet Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your use of, or inability to use, the Services; (b) your violation of the Terms; (c) your violation of any rights of another party, including any other users of the Services; or (d) your violation of any applicable laws, rules or regulations. Magnum Wallet may, at its own cost, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Magnum Wallet in asserting any available defenses.

## **7.Disclaimer of Warranties.**

### **1. As is.**

The Site, Services and Software are provided on an “as is” and “as available” basis, with all faults, and Magnum Wallet expressly disclaims all warranties, representations, and conditions of any kind arising from or related to these Terms or your use of the Site, Services, and Software, including the implied warranties of merchantability, non-infringement and fitness for a particular purpose. Neither Magnum Wallet nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You acknowledge that, to the extent allowed by applicable law, all risk of use of the Site, Services, and Software rests entirely with you.

Without limiting the generality of the foregoing, Magnum Wallet does not represent and warrant to you that:

- your use of the Services will meet your requirements;
- data provided through the Services will be accurate; or
- the Services and any content made available on or through the Services are free of viruses or other harmful components.

### **2. Third party conduct.**

Magnum Wallet is not liable, and you agree not to seek to hold Magnum Wallet liable, for the conduct of third parties on or accessed via the Services, including operators of Third Party Services and Third Party Properties and other Users of the Services, and that the risk of injury from such third parties rests entirely with you.

## **8. Limitation of Liability.**

### **8.1. Disclaimer.**

In no event will Magnum Wallet be liable for any lost profits, revenue or data, loss of goodwill or business reputation, indirect, incidental, special, or consequential damages, or damages or costs due to loss of production or use, business interruption, or procurement of substitute goods or services arising out of or in connection with the Services, whether or not Magnum Wallet has been advised of the possibility of such damages, and regardless of the theory of liability asserted.

### **8.2. Cap on Liability.**

Under no circumstances will Magnum Wallet be liable to you for damages arising out of the Services exceeding \$500.

### **8.3. Exceptions.**

The limitations in Sections 8.1 and 8.2 will not apply to damages caused by the fraud or willful misconduct of Magnum Wallet, or to the extent such limitations are precluded by applicable law (in which case Magnum Wallet’s liability will be increased to the minimum amount required to comply with such law).

## **9. Term and Termination.**

### **9.1. Term.**

The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect for so long as you access or use the Site, Services, or Software, unless terminated earlier in accordance with this Section 9.

### **9.2. Termination by Magnum Wallet.**

Magnum Wallet may, at any time and for any reason without any liability, with or without notice, cease providing any or all of the Services with immediate effect. Magnum Wallet shall not give reasons of its actions. Magnum Wallet will have no obligation to provide a refund of any amounts previously paid.

### **9.3. Termination by You.**

Except as set forth in Section 9.4, these Terms will be of no further force and effect with respect to you if you cease all use of the Services and Software and no longer visit the Site.

### **9.4. Effect of Termination.**

Upon termination of any Service, your right to use such Service will automatically terminate immediately. Magnum Wallet will not have any liability whatsoever to you for any suspension or termination. All provisions of the Terms which by their nature should survive termination of Services will do so, including Sections 2, 6, 7, 8, 9.4, 10 and 11.

## **10. Dispute Resolution.**

Please read this Section 10 (the “**Arbitration Agreement**”) carefully. It requires you to arbitrate disputes with Magnum Wallet and limits the manner in which you can seek relief.

### **10.1. Applicability of Arbitration.**

If any dispute, controversy or claim of whatever nature arises under, out of or in connection with these Terms, including any question regarding its existence, validity or termination or any non-contractual obligations arising out of or in connection with these Terms (the “**Dispute**”), the Parties shall use all reasonable endeavors to resolve the matter amicably. Where a Dispute arises, one Party shall give the other Party notice that a Dispute has arisen. No Party shall resort to court until thirty (30) calendar days after the date of service of such notice.

All Disputes, which are unresolved as agreed above and which a Party wishes to have resolved, shall be settled by the competent court of the jurisdiction where Magnum Wallet is domiciled. The resolution shall be final for both parties.

### **10.2. Waiver of Jury Trial.**

You and Magnum Wallet hereby waive any constitutional and statutory rights to have a trial in front of a jury.

### **10.3. Waiver of Class or Consolidated Actions.**

All claims and disputes within the scope of this Arbitration Agreement must be arbitrated on an individual basis and not on a class basis, only individual relief is available, and claims of more than one customer or User cannot be arbitrated or consolidated with those of any other customer or user.

### **10.4. Severability.**

If any part of this Arbitration Agreement is found under the law to be invalid or unenforceable, then such part will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

#### **10.5. Survival of Agreement.**

This Arbitration Agreement will survive the termination of your relationship with Magnum Wallet.

#### **10.6. Modification.**

Notwithstanding any provision in this Agreement to the contrary, we agree that if Magnum Wallet makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to Magnum Wallet.

### **11. General Provisions.**

#### **11.1. Electronic Communications.**

Communications between you and Magnum Wallet use electronic means, whether made via the Site or Services or sent via e-mail, or whether Magnum Wallet posts notices on the Site or Services. For contractual purposes, you (1) consent to receive communications from Magnum Wallet in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Magnum Wallet provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

You agree and consent to receive electronically (including e-mail, SMS) and view through the Services the advertisement and promotional, service and information notifications.

#### **11.2. Assignment.**

The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Magnum Wallet' prior written consent. Magnum Wallet may assign its rights and obligations under these Terms to third parties without consent of the User.

Magnum Wallet has the right to involve third parties for the fulfillment its obligations.

#### **11.3. Force Majeure.**

Magnum Wallet will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

#### **11.4. Questions, Complaints, Claims.**

If you have any questions, complaints or claims with respect to the Site, Services or Software, please contact us at: [dpo@magnumwallet.co](mailto:dpo@magnumwallet.co). We will do our best to address your concerns.

#### **11.5. Governing Law**

The Terms and any action related thereto will be governed and interpreted by and under the English Law, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.



**11.6. Waiver.**

Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.7. Severability.**

If any portion of these Terms is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.

**11.8. Entire Agreement.**

These Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

**11.9. No partnership**

Nothing in these Terms shall be construed as creating a joint venture, an agency relationship or a legal partnership between Magnum Wallet and the User.

**11.20 Personal Data**

By accepting these Terms, you expressly allow Magnum Wallet to process your personal data, export your personal data outside of the jurisdiction in which you reside or are located. For more information, read the official Magnum Wallet's Privacy Policy [here](#).