

Terms of Use

(Last Updated: February 18 2023)

PLEASE READ CAREFULLY

SAVL Wallet ("SAVL") is a non-custodial/self-custody wallet software, for digital assets such as cryptocurrencies, virtual commodities, and NFTs ("Digital Assets"), meaning you are solely in control of and responsible for your Digital Assets, and private keys, and accordingly, you can authorize transactions from your wallet address. You expressly acknowledge and agree that as SAVL Wallet is a non-custodial wallet software, you are solely responsible for your activity and any risk of loss at all times.

These terms of use apply to the website <https://www.savl.com/> (the "Website") and mobile application "savl" (the "app") that can be downloaded at the Apple App Store for iOS devices and the Google Play Store for Android devices and/or services offered through the website and/or app. If you do not agree to any of the provisions of the terms of use, you should immediately stop using the website, the app, and the services.

1. Acceptance of Terms

- 1.1. These Terms of Use (the "**Terms of Use**") are a binding agreement between SAVL Limited, a company incorporated under the laws of the Cayman Islands, with a registered office at 190 Elfin Avenue, George Town, Grand Cayman KY1-9001, Cayman Islands (the "**Company**", "**us**", "**our**", or "**we**") and you, the person who uses the Services and/or the Website and/or the App (the "**Client**", "**you**", "**your**", or "**yourself**").
- 1.2. By using the Website and/or App, you agree to comply with the terms and conditions governing your use of the Website and App and the services offered through the Website and App (the "**Services**").
- 1.3. In addition to the Terms of Use, you should also read our [Privacy Policy](#) (the "Privacy Policy") carefully, which sets out how we collect and use your personal data and information.
- 1.4. We may suspend, modify, remove or add to the Services at any time.
- 1.5. The Company has no obligation to check whether users are using the Services and/or the Website and/or the App in accordance with the Terms of Use, as updated from time to time.

2. Changes To Terms

The Company, at any time, may amend, update or modify the Terms of Use (collectively and individually, the "Modification"), including, without limitation, as a result of legal and regulatory changes, security reasons, and changes to our Services. Unless otherwise expressly stated in the Terms of Use, we will notify you of any such Modification by posting a new version of the Terms of Use on the Website and in the App information. The new version of the Terms of Use will take effect within five (5) business days after its publication on the Website or in the App accordingly. Your use of the Services after any such Modification represents your acceptance of such a new version of the Terms of Use. If you disagree with being bound by the modified Terms, you may not use the Site or Services. Because our Services evolve over time, we may change or discontinue all or any part of the Site or Services, at any time and without notice, at our sole and absolute discretion.

3. Eligibility

- 3.1. You may use the Services if you are of the age of majority in your jurisdiction of residence, or older and are not barred from using the Services under applicable law. By using the Site or Services and agreeing to these Terms, you represent, warrant, covenant and agree that:
 - 3.1.1. You are of lawful age, and are lawfully able to enter into contracts. If you are entering into this Agreement for an entity, such as the company you work for, you represent and warrant that you have the legal authority to bind that entity to these Terms.
 - 3.1.2. For the purposes of our Swap service (Cross-Chain Swaps): You are NOT in, under the control of, or a national or resident of any country where crypto assets transactions are explicitly prohibited. For the avoidance of doubt this includes the 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) ("Restricted Locations"). Savl does not operate in Restricted Locations. For further information of terms of our cross-chain-swap service please refer to our third party provider Changelly's terms of service viewable here: <https://changelly.com/terms-of-use>.

- 3.1.3. Neither you nor any person that owns or controls you is subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority. For the avoidance of doubt, in order to access and use any of our Services, our third-party partner services, and the Website, you acknowledge and declare that you are not located in, or are not a citizen or resident of: Afghanistan, North Korea, Democratic Republic of Congo, Eritrea, Libya, Somalia, South Sudan, Sudan, Yemen, Iran, Iraq, Cuba, Syria, Mali, Central African Republic, Guinea-Bissau, Lebanon or any other country subject to United Nations Security Council Sanctions List and its equivalent.
- 3.1.4. You are of sound mind and capable of taking responsibility for your own actions, with the full legal capacity to accept these Terms of Use;
- 3.1.5. You understand the significance and consequences of transactions involving Digital Assets and acknowledge the inherent **Risk Factors** of such transactions, including the risks set forth in Section 6 of these Terms of Use; and
- 3.1.6. You have read, understood, and accepted these Terms of Use.

4. Account Setup and Usage

- 4.1. **Account Setup:** As a non-custodial/self-custody wallet service for digital assets, Savl requires no formal registration process for application and service usage. Simply download the application and commence usage. However, certain third-party or advanced Services may require registration to create an account ("Account"). In the event, that registration is required, you warrant and represent to us:
 - 4.1.1. That all Registration Details and Additional Details that you provide to us are true, accurate, and complete, and that you shall immediately update this information if any changes occur, to keep it up to date; and
 - 4.1.2. That the name on your Account matches the name on the credit/debit card(s) or other payment accounts, e.g., personal virtual wallet, which you provide to us as applicable.
 - 4.1.3. You confirm that you will use the Services, Software (as defined), and the Website and App in accordance with all applicable laws, regulations, and directives.
- 4.2. **Unauthorized Use:** In the event you create an Account without our approval or otherwise gain access to the Services without our permission, we reserve the right to immediately suspend or terminate, as we deem appropriate, the applicable Account, as well as suspend or terminate all pending purchase/sale offers; and we reserve the right to seek any other remedy to which the Company may be entitled to such violation and may take further actions against you.
- 4.3. **Security Alerts:** The Company does not guarantee to provide you with security alerts or any other alert, and the Company shall not be held liable for not providing any alerts. In no event will the Company be held responsible for any damages or losses which you may sustain as a result of the compromise of your Account login credentials and/or wallet information other than due to the gross negligence of the Company.
- 4.4. **Usage:** You acknowledge and represent to us the following:
 - 4.4.1. The Account is for your personal use;
 - 4.4.2. You shall only open one Account with the App;
 - 4.4.3. You shall not assist others in obtaining unauthorized access to the Website or App, Services, and/or your Account;
 - 4.4.4. You shall not access the Account of any other person with the App;
 - 4.4.5. You shall be fully responsible for any activities undertaken on your Account; and

- 4.4.6. You will not reveal your Account username or password or your private digital wallet addresses, or your wallet private keys to any person, and you shall take all steps to ensure that such details are not revealed to any person.
- 4.5. **Account Confidentiality:** You understand that you are responsible for maintaining the confidentiality of your Account information, including username, password, wallet addresses, private keys, and other sensitive, confidential details, the safeguarding of your Digital Assets, as well as the transactional activity, posted to your Account. You understand that any compromise of your Account information may expose your Account to unauthorized access by a third party which may result in the loss or theft of Digital Assets, as well as any linked accounts, such as your linked bank accounts and credit cards.
- 4.6. **Account Safety:** You must notify us immediately by sending an email to app@savl.com and include all relevant details in the event of any of the following occurrences:
- 4.6.1. A third party gaining access to your Account, username, and/or password,
 - 4.6.2. Compromise of your login information,
 - 4.6.3. Any breach of security related to your Account and/or
 - 4.6.4. Any other unauthorized use of your Account

5. **Proprietary Rights**

- 5.1. **Intellectual Property and Technology:** The brand names relating to the Website/App and any other trademarks, service marks, and/or trade names used by us either on our behalf or on behalf of our licensors (the "Trade Marks") are owned by us, or our licensors. In addition to the rights in the Trade Marks, we and/or our licensors own the rights to all other content of the Website and App (the "Content"). By using the Website and/or App and/or the Services, you shall not obtain any rights in the Trade Marks or the Content, and you may use the Trade Marks and Content in accordance with the Terms of Use only.
- 5.2. **Usage:** You may only install and use the software connected to the Website and/or App (the "Software") and all content derived from the Software, including, but not limited to, the copyright and all other intellectual property rights in the Software, in connection with the Services for your personal and non-commercial use and in accordance with the Terms of Use. The Software's code, structure, and organization are protected by intellectual property rights. You undertake not to:
- 5.2.1. Copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise;
 - 5.2.2. Sell, assign, sublicense, transfer, distribute or lease the Software;
 - 5.2.3. Make the Software available to any third party through a computer network or otherwise;
 - 5.2.4. Export the Software to any country (whether by physical or electronic means); or
 - 5.2.5. Use the Software in a manner prohibited by any laws or regulations which apply to the use of the Software (collectively and individually, the "Prohibited Deeds").
- 5.3. **Liability:** You shall be held liable for any loss, including direct and indirect damages, costs, or expenses, we may suffer as a result of your Prohibited Deeds. You agree to immediately notify us if you commit any Prohibited Deeds or if you have the knowledge of any third party committing any Prohibited Deeds. You agree to provide us with reasonable assistance with any inquiry investigation we may conduct as a result of the information provided by you in this respect.

6. **Risk Factors**

You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms of Use before using any of the Services.

- 6.1. An inherent risk exists that losses will occur as a result of buying, selling, or trading anything on a market. You may increase or lose value in your assets at any time due to price volatility, especially in the cryptocurrency market, and the potential loss in trading or holding Digital Currencies can be substantial.

- 6.2. We do not guarantee that any Digital Assets will currently or in the future maintain a certain value or market liquidity, and you understand that the current value or price of Digital Assets can drop as low as zero at any point. You acknowledge that we also do not guarantee that you will be able to sell the Digital Assets to any third party.
- 6.3. Historically, currency, and fiat money, in particular, have been backed by banks and government entities, or backed up by commodities, such as silver or gold. However, Digital Assets are not regulated by any central bank or other government authority. Instead, Digital Assets are backed by technology and trust, and currently, there is no bank or government regulator that can take measures to protect the value of Digital Assets in a crisis, issue more currency, or balance the price fluctuations.
- 6.4. Digital Assets, when transferred, will be controllable only by the possessor of unique private keys relating to the addresses in which the Digital Assets are held. The theft, loss, or destruction of a private key required to access Digital Assets is irreversible. Because the Company does not have access to those private keys, such private keys cannot be restored by the Company, and the Company will not be responsible for the Client's loss of access to its personal virtual wallet. Also, due to the nature of Digital Assets, any technological difficulties experienced by the Company could potentially prevent the access or use of a Client's Digital Assets.
- 6.5. **THE EXCHANGE OF DIGITAL ASSETS IS CONSIDERED A RISKY TRANSACTION WITH HIGHLY SPECULATIVE OUTCOMES. MARKETS FOR DIGITAL ASSETS HAVE VARYING DEGREES OF LIQUIDITY. SOME ARE QUITE LIQUID, WHILE OTHERS MAY BE THINNER OR ILLIQUID. THE COMPANY DOES NOT GUARANTEE ANY PROFIT FROM TRADING OR ANY OTHER ACTIVITY ASSOCIATED WITH THE SITE. IN LIGHT OF THE RISKS ABOVE MENTIONED, WHICH ARE NOT A COMPREHENSIVE LIST, YOU SHOULD CAREFULLY CONSIDER IF HOLDING DIGITAL ASSETS IS SUITABLE FOR YOU DEPENDING ON YOUR FINANCIAL CIRCUMSTANCES.**

7. Services

- 7.1. **Services Availability:** The Company cannot and does not guarantee the availability of the Services at all times. You acknowledge that the Company reserves the right, at all times, to delay, deny, or make unavailable, at any time and at its sole discretion, any or all of the Services, any part of the Website and/or App and/or the Website and/or App in its entirety. The Company shall have no responsibility or liability whatsoever in connection with the unavailability of any Service and/or the Website and/or App, whether caused by the Company by any third party or "force majeure." You explicitly understand that any such event may cause a delay in the execution or processing of your transactions, and you irrevocably release the Company of any liability in this regard. For the purpose of the Terms of Use, "force majeure" means an event beyond the reasonable control of the Company, including, without limitation, acts of God, acts of government, fire, flood or storm damage, earthquakes, labor disputes, war, and riot.
- 7.2. **Wallet Transactions:** The "Wallet" section of the app (the "Wallet") is an interface for your wallets within any Blockchain that stores the respective Digital Assets supported by the Wallet (the "Blockchain"). The Wallet allows you to access your wallets within the respective Blockchains and to send Digital Assets from those wallets to other wallets within the same Blockchains. At no point will the Company ever take custody of Digital Assets traded via the Wallet. The Wallet is only capable of supporting the Digital Assets designated by the Company. The Company may amend the list of supported Digital Assets at any time at its sole discretion.
 - 7.2.1. When you create a wallet on a Digital Asset blockchain, the wallet software generates a cryptographic public key (the "Wallet Address") and private key pair that you may use to send and receive any supported Digital Assets within the respective blockchain. When you register your Account within the App, you will be asked to connect your Blockchain wallets with your Account. Once you connect your Blockchain wallets to your Account, you may proceed using the Wallet as an interface for your Blockchain wallets.
 - 7.2.2. **Technical Risks of Wallet Transactions:** In order to be completed, any Virtual Currency transaction created with the Wallet must be confirmed and recorded in the Digital Asset ledger associated with the respective Blockchain. These Blockchains are decentralized, peer-to-peer networks supported by independent third parties, which are not owned, controlled, or operated by the Company.

- 7.2.2.1. The Company has no control over any Blockchain and, therefore, cannot and does not guarantee that any transaction details you submit via our Services will be confirmed on the respective Blockchain. The transaction details you submit via our Services may not be completed or may be substantially delayed, by the respective Blockchain used to process the transaction.
- 7.2.2.2. Once transaction details have been submitted to a Blockchain, the Company cannot assist you in canceling or otherwise modifying your transaction or transaction details. The Company has no control over any Blockchain and does not have the means to facilitate any cancellation or modification requests.
- 7.2.2.3. In the event of any network disruption within the Blockchain, the Company may not be able to support activity related to your Digital Assets. In the event of such a disruption, your transactions may not be completed, completed partially, incorrectly completed, or substantially delayed. The Company is not responsible for any loss incurred by you caused in whole or in part, directly or indirectly, by a network disruption within a Blockchain.

7.3. Purchase of Digital Assets With Credit/Debit Cards: If you use SAVL Wallet to purchase Digital Assets with your credit or debit card, a third party will convert your chosen amount into the applicable Digital Asset and credit it to your wallet. You acknowledge and agree that:

- 7.3.1. SAVL charges a 2% fee to all credit and debit card purchases,
- 7.3.2. SAVL Wallet is not responsible for your use of such third-party service and shall have no liability whatsoever in connection with your use of such service;
- 7.3.3. You will be subject to any terms and conditions imposed by the relevant third-party service provider;
- 7.3.4. SAVL Wallet has no ability to change, withdraw or cancel any conversion requests you place;
- 7.3.5. SAVL Wallet is not responsible for any exchange rates offered by the relevant third-party service provider(s); and
- 7.3.6. SAVL Wallet is not responsible for any fees charged by the relevant third-party service provider(s) or your bank or credit card issuer(s).

7.4. Third-Party Payment Providers: Some third-party providers and payment processors may ask you to provide certain information and/or documentation to use their services. As such, you may be required to complete user verification for Anti-Money Laundering (AML) or Know Your Client ("KYC") purposes.

7.5. Decentralized Applications ("dApps"), Decentralized Exchanges ("DEX") & Cross-Chain Swaps: If you access or use dApps or DEX, including, without limitation, dApp functionality embedded within the Services such as the Trade/Swap Digital Assets function, you acknowledge and agree that:

- 7.5.1. You expressly and without exception meet the requisite eligibility criteria as set out in section 3 of these terms of use.
- 7.5.2. SAVL Wallet is not responsible for your access or use of dApps or DEX and shall have no liability whatsoever in connection with your use of dApps or DEX, including, without limitation, any transactions you dispute;
- 7.5.3. The limits of amounts that you may exchange via DEX per day shall be subject to any requirements of the third-party-developed Smart Contracts;
- 7.5.4. Blockchain operations are irrevocable, meaning when you conduct any transactions via dApps or DEX, you shall be solely responsible for the consequences of any issues associated with such transactions, including, without limitation, your transfer to an incorrect address or problems associated with the node servers selected by you;
- 7.5.5. When you use dApps or DEX, third-party developed Smart Contracts may charge you handling fees and/or service fees and any information displayed on SAVL Wallet relating to such fees is for your reference only as SAVL Wallet cannot and does not guarantee its accuracy, applicability, reliability, integrity or appropriateness, nor shall SAVL Wallet be liable for any loss or damage that may be caused directly or indirectly by your use of these contents; and
- 7.5.6. SAVL Wallet does not charge transaction or handling fees outside of the standard

blockchain fees which vary by network. However, SAVL does charge a 2% fee for DEX and Cross-Chain Swaps i.e. currency exchanges. This amount may be subject to future change at our discretion and will be updated in these terms of use.

- 7.6. **Know Your Transaction ("KYT") Wallet & Address Checks Service:** By purchasing and using KYT services to assess the risk level of transacting with a particular wallet address or individual, you agree that the information provided does not constitute financial or legal advice. Any information provided is for guidance purposes only, and individual user discretion is advised.

- 7.6.1. SAVL accepts no liability for any indirect or consequential loss or damage related to the use of this service.
- 7.6.2. You also undertake to keep all information provided confidential at all times and will not propagate or transmit any details, reporting, or information to third-parties who may have nefarious intent and try to undermine the service for criminal purposes. The information provided is for your sole and private use only.
- 7.6.3. You should be aware that any issues arising from the unauthorized usage or sharing of KYT information may be punishable by law.
- 7.6.4. In order to preserve the sanctity and integrity of the KYT service, SAVL will collect IP ("Internet Protocol") address-level data when you use the basic KYT service. Such IP data will also allow us to determine your geo-location (geography) and which wallet(s)/accounts are linked to your IP address. Such information will be held securely and only shared with third-parties for law-enforcement agency purposes upon request.
- 7.6.5. When using the KYT service and requesting advanced-level reporting, i.e., a downloadable report in PDF format, you will be required to verify your identity through a third-party KYC ("Know Your Customer") procedure. During this procedure, you will be asked to provide your legal details and confirm your identity by providing a form of government-issued identification for digital scanning and confirmation of your visual liveness via your computer or phone camera. This is required because the information provided in advanced-level or detailed reporting could be used to provide an illegal advantage to bad actors for the purpose of avoiding sanctions, fraud detection, AML restrictions, counter-terrorism activities, criminal activities, or other harmful or criminal actions. The KYC process provides a level of security against the misuse of information for criminal purposes.

- 7.7. **Staking Service:** If you access or use the Staking Service, a third party may stake certain Digital Assets on your behalf ("Staked Digital Assets"), acting as a transaction validator on the applicable blockchain network. If a block of transactions is successfully validated using such Staked Digital Assets, a reward is granted by that network ("Staking Reward"). You acknowledge and agree that SAVL Wallet is not responsible for:

- 7.7.1. Your use of the Staking Service and shall have no liability whatsoever in connection with your use of the Staking Service;
- 7.7.2. Ensuring Staking will occur on a continuous basis; and
- 7.7.3. Ensuring any particular Digital Asset will be staked or will continue to be staked.

8. **Third-Party Services**

- 8.1. **Third-Party API Providers:** You understand and agree that all cryptocurrency exchanges and information provided through the Services are executed by Third Party Service providers, and that Savl does not itself directly exchange virtual currencies or provide data on prices.

- 8.1.1. You also understand and agree that access to Third Party API Providers may be geo-blocked for residents of certain countries and certain states of the United States. There can be no assurance that any security measures that we or our third-party service providers have implemented will be effective against current or future security threats. While we take steps in an effort to protect the security of our platform and the availability, integrity, confidentiality and security of our data, our security measures or those of our third-party providers could fail and result in unauthorized access to or use

of our platform or unauthorized, accidental or unlawful access to, or disclosure, modification, misuse, loss or destruction of, our or our customers' data.

8.1.2. While we strive to provide users with accurate and real-time information on digital asset prices and other relevant market data, we do not guarantee the accuracy of information provided by third party information providers. We strongly recommend users verify any information, including but not limited to pricing information, before relying on this information for decisions of any kind. The information is provided by and belongs to the individual information providers and we assume no ownership or any liability over any such information. Furthermore, as a condition of using the Services, you agree that we shall assume no liability for any decisions made by you or any other users based on this information.

8.1.3. 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 Software, Site, or Services, including pricing information, exchange rates, processing of transactions, and similar activities. We do not provide customer support for transactions performed on third-party API provider's Software, Site, or Services. When you leave the Savl software and access the third-party's software, their Terms of Service govern the transaction

8.2. **Third-Party Services:** When you use our Site and/or Services, you may also use the services of one or more third parties. For example, the Decentralized Exchange ("DEX") / Centralized Exchange ("CEX") relies on exchanges operated by third persons, and obtaining the future SAVL Wallet browser extension requires access to the Google Chrome Web Store. Your use of those and other third-party services ("Third-Party Services") will be subject to the privacy policies, terms of use, and similar policies and terms, and fees of those third-party services

8.3. **Third-Party Websites:** The Website and/or App and/or Services may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us (collectively and individually "Third Party Websites").

8.3.1. These Third Party Websites may have their own terms and conditions of use and privacy policies, and your use of these Third Party Websites will be governed by and subject to such terms and conditions and privacy policies. You must ensure that you have read, understood, and agreed to all of the terms and conditions, policies, and guidelines of the Third Party Websites.

8.3.2. You understand and agree that the Company does not endorse and is not responsible or liable for the behavior, features, opinions, advice, statements, prices, advertisement, or any other content of any of the Third Party Websites or for any transaction you may enter into with the provider of any such Third Party Websites.

9. **Your Responsibilities**

9.1. **NO CRIMINAL ACTIVITY PERMITTED:** Any criminal activity or fraudulent acts committed by you or under your supervision and/or control through your use of the Website and/or App and/or Services is absolutely not permitted. You affirm and declare that you shall not perform or attempt to perform any such activity, including, but not limited to, fraud, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. You also agree not to hide your IP location, and you shall always disclose your accurate and true location. In the event the Company determines, in its sole discretion, that your Account activity is suspicious or related to any prohibited activity, the Company may cancel or suspend your Account, block any outstanding transactions, deny any new transactions, and/or freeze any funds available on your Account. You understand that you shall be held liable for losses incurred by the Company or by any third party due to the Client's non-compliance and/or violation of any of the foregoing rules. The Company shall be entitled to inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or other criminal activity, and may also engage collection services to recover payments.

9.2. **Taxes:** You acknowledge that you are solely responsible for any applicable taxes with respect to

your transactions on the App and/or through the Services. The Company is not and at no point shall provide any tax advice concerning transactions performed through this App and/or the Services. It is your responsibility to report, pay and remit the taxes, as applicable, to the appropriate tax authorities in the relevant jurisdiction(s).

- 9.3. **Username and Password:** You are responsible for the security of your username and password and your digital wallet addresses and private keys on your own personal computer, mobile device, or internet access location. If any of this data and/or your public or private keys are taken or stolen from your computer or any other device/holder due to any viruses or malware present on the computer that you access your Account, you understand that the Company is not liable whatsoever. You should report any possible hacking attempts or security breaches from your computer terminal immediately to the Company, but you acknowledge that the security of such information is your responsibility.
- 9.4. **Recovery Phrase:** You acknowledge and understand that, in certain circumstances, such as if you lose or forget your password for your Wallet, you will need to use a recovery phrase to access any cryptocurrency stored in your wallet (the "Recovery Phrase"). You are solely responsible for the retention and security of your Recovery Phrase. Your Recovery Phrase is the only way to restore access to the cryptocurrency stored in your Wallet if you lose access to your Wallet. Anyone who knows your Recovery Phrase can access, transfer or spend your cryptocurrency. If you lose your Recovery Phrase, you may not be able to access, transfer or spend your cryptocurrency. You acknowledge and agree that SAVL does not store and is not responsible in any way for the security of your Recovery Phrase, and you agree to hold SAVL, its affiliates, representatives, agents, and personnel harmless and that no such party shall be liable in any way in the event you lose your Recovery Phrase and cannot access, transfer or spend your cryptocurrency. You bear sole responsibility for any loss of your cryptocurrency due to failure to retain and/or secure your Recovery Phrase.
- 9.5. **Beware of Viruses, Phishing & Address Poisoning:** You understand and bear the risk that any internet use may result in a virus attack and/or communication failure. You should use reputable and available virus screening and prevention software at all times. The Company shall not bear any liability whatsoever for any damage or interruptions caused by computer viruses, spyware, Trojan horses, worms, or other malware that may affect your systems, computer, or other equipment, or any phishing, spoofing, or other virus attacks. The Company cautions you to carefully review any electronic messages purporting to originate from the Company, and to beware that electronic devices are vulnerable to phishing and spoofing scams and additional viruses. The Company maintains that you should always log into your Account through the App only and avoid using unauthentic communication advising you options to log in.
- 9.6. **Compliance With Applicable Regulations:** It is your sole responsibility to ensure that your use of the Website and/or App and/or Services is in compliance with all applicable laws, regulations, and directives. You confirm that:
 - 9.6.1. You shall not use the Services and/or Website and/or App for any unlawful, criminal, or fraudulent activity or any prohibited transaction (including money laundering) under the laws, regulations, and/or directives of any applicable jurisdiction.
 - 9.6.2. The Digital Assets you exchange using our Services are not derived from any unlawful, criminal, or fraudulent activity or any prohibited transaction under the laws that apply to you.
 - 9.6.3. The Digital Assets which you may receive through an exchange using our Services will not be used by you for any unlawful, criminal, or fraudulent activity or any prohibited transaction under the laws of any applicable jurisdiction.

10. Suspension, Termination & Cancellation

- 10.1. **Account Termination or Suspension:** You understand that, at any time, the Company will be entitled to restrict, suspend or terminate your Account, as well as to terminate the Client agreement described in these Terms of Use; deny or restrict access to the Website and/or App including its content or tools, delay or remove hosted content, and take technical and legal measures; deny processing any transaction; cancel or reverse any transaction or pending transaction, even if funds have been debited from your payment method. These actions are all subject to the Company's sole discretion, including without limitation, as a result of the Company reasonably suspecting any of the following:

- 10.1.1. You have breached any terms or condition of the Terms of Use, or you have breached any terms or condition of the terms and conditions of the Transaction;
 - 10.1.2. Another person is using your Account;
 - 10.1.3. You attempt to gain unauthorized access to the Website and/or App or another client's account or to provide assistance to others' attempt to do so;
 - 10.1.4. Your transaction involves money laundering, terrorist financing, fraud, or any other crime, or non-compliance with any applicable laws and/or regulations;
 - 10.1.5. Due to a court order, law enforcement, and/or other government or regulatory inquiry or order;
 - 10.1.6. You are abusing any and/or all of the Services, including without limitation by opening multiple accounts;
 - 10.1.7. Any of the Company's third-party providers refuse to provide you with any services which the Company requires for the Company's fulfillment of some of the Services;
 - 10.1.8. You are creating problems on the Website and/or App and/or to the Company, you adversely affect the Company's reputation in any way whatsoever, or pose as any other liability to the Company;
 - 10.1.9. Force majeure events, including operational and technical errors;
 - 10.1.10. Your Account is associated with any suspended or terminated account for breach of the Terms of Use or suspended/terminated for any other reason, or
 - 10.1.11. You fail internal or external compliance/KYC/AML checks
- 10.2. The Company reserves the right to suspend or terminate your access to your Account and/or Services for any other reason that may not be listed hereunder.
 - 10.3. Should the Company suspend or terminate your access to your Account and/or the Services, you shall not use your Account nor use any or all of the Services. In case of termination or suspension of your Account by us, we may cancel pending transactions of exchange of Digital Assets.
 - 10.4. **Client Initiated Termination:** You may terminate the Client agreement described in these Terms of Use and close your Account at any time by sending an email to us at app@savl.com. Such termination of the Terms of Use and Account shall take effect upon the closing of your account (including username and password), which shall occur within ten (10) calendar days after receipt by us of your email and other information we may require. The termination of these Terms of Use and/or your Account will exclusively affect your account information within the Company's software, excluding your wallet within the Company's blockchain as well as your public and private keys for this wallet. It will not affect any wallets within other Blockchains, including such wallets you have connected to your Account. You will remain responsible for any activity on your Account between sending us such an email and the closing of your Account and for any activity on your wallets before and after that point.
 - 10.5. Following termination or suspension of your Account by us, or our receipt of an email from you terminating your Account, we reserve the right to cancel pending transactions of exchange of Digital Assets.
 - 10.6. The right to terminate the Client agreement described in these Terms of Use, given by this clause, shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

11. Client Content

- 11.1. You guarantee that with respect to any content you may upload and/or post to the Website and/or App, including, without limitation, any text, photo, or other material ("Client Content"): (a) you own or have the right to post such Client Content, and (b) such Client Content, or its use by the Company as contemplated by the Terms of Use, does not violate any agreement or any other rights set forth in the Terms of Use, applicable law, or the intellectual property, publicity, personality, or other rights of others.
- 11.2. In addition, you undertake that any such Client Content will not consist of:
 - 11.2.1. False, misleading information, and/or misappropriation of any information;
 - 11.2.2. Obscene, offensive, profane, unlawful content or any content which, subject to Company's sole discretion, may harm or risk the Company's good name and reputation;
 - 11.2.3. Infringe the rights of others;
 - 11.2.4. Anything that is otherwise prohibited by any applicable laws, regulations, or directives;

and/or

11.2.5. Statements about the Company or the Website or the App or any other Internet site connected to the Company that is untrue and/or malicious and/or damaging to the Company.

11.3. **NFT Content Licenses:** You may be able to store non-fungible tokens ("NFTs") in SAVL Wallet. You hereby represent and warrant that you own all legal rights, titles in, and interest to, including all intellectual property rights to the content associated with the NFT ("NFT Content"), or you are legally authorized by the owner of the intellectual property in the NFT Content to store the NFTs on SAVL Wallet. You retain all rights to the NFT Content stored on SAVL Wallet except for rights expressly granted herein. By using SAVL Wallet, you grant us a license to access, use, host, cache, store, copy, reproduce, transmit, display, publish, distribute, adapt and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) the NFT Content in any and all media or distribution methods (now known or later developed) solely as required to be able to operate and provide services of SAVL Wallet. We do not monitor the NFTs and NFT Content stored on SAVL Wallet for any infringement of a third party's intellectual property rights. Accordingly, we assume no liability for any action regarding any content provided by you. You further acknowledge and agree it is your sole responsibility to carry out all necessary due diligence for all your activities relating to NFTs, and you represent and warrant that you have not and are not relying on, and shall have no remedies, in respect of any statement or representation made by us in relation to any transfer or interaction otherwise with any NFTs. If you have a dispute in relation to the NFTs and/or NFT Content, YOU RELEASE US FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE, YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

12. **Warranties & Indemnification**

12.1. **NO WARRANTY:** YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES, THE WEBSITE, THE APP, AND/OR THE SOFTWARE (COLLECTIVELY AND INDIVIDUALLY, THE "COMPANY SERVICES") IS AT YOUR OWN RISK.

12.1.1. THE COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, THAT YOUR ACCESS TO THE COMPANY SERVICES AND/OR ANY PART OR MATERIALS MADE AVAILABLE THEREIN, WILL BE ACCURATE, FREE OF ERROR, COMPLETE, UNINTERRUPTED, CONTINUOUS, OR THAT ANY DEFECTS WILL BE CORRECTED, AND/OR THE SOFTWARE OR THE SERVER ASSOCIATED WITH THE COMPANY SERVICES ARE FREE OF VIRUSES AND BUGS. IN ADDITION, THE COMPANY ALSO MAKES NO REPRESENTATION CONCERNING THE FULL OR PARTIAL FUNCTIONALITY, ACCURACY, OR RELIABILITY OF ANY RESULTS, INFORMATION, OR MATERIALS OBTAINED BY YOU THROUGH THE COMPANY SERVICES. YOU BEAR THE ENTIRE RISK AS TO THE USE, QUALITY, AND PERFORMANCE OF THE COMPANY SERVICES.

12.1.2. IN ADDITION, THE COMPANY MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES REGARDING THE TIME REQUIRED TO COMPLETE PROCESSING ANY TRANSACTIONS INVOLVING THE USE OF YOUR ELECTRONIC DEBIT OR CREDIT CARD OR BANK ACCOUNTS DETAILS, WHICH ARE DEPENDENT UPON MANY FACTORS BEYOND THE COMPANY'S CONTROL.

12.1.3. THE COMPANY MAKES NO WARRANTIES ABOUT THE VALIDITY, AUTHENTICITY, QUALITY, SUITABILITY, OR OTHERWISE, ABOUT ANY DIGITAL ASSETS YOU RECEIVE THROUGH THE WEBSITE AND/OR APP.

12.2. **LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, LICENSORS AND/OR SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, OR REPRESENTATIVES, BE LIABLE OR ASSUME ANY OBLIGATION WHATSOEVER TO YOU OR ANYONE ON YOUR BEHALF, REGARDLESS OF THE FORM OF ACTION, FOR ANY

DIRECT, INDIRECT, SPECIAL, INCIDENTAL, INTANGIBLE, OR CONSEQUENTIAL DAMAGES OR LOSS OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF CONTRACTS OR LOSS OF ANTICIPATED SAVINGS AND/OR ANY LOSS OR ANY DAMAGE, ARISING FROM YOUR USE OF COMPANY SERVICES - WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO YOUR AUTHORIZED OR UNAUTHORIZED USE OF THE COMPANY SERVICES.

- 12.2.1. THE COMPANY SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS MADE BY YOUR INTERNET SERVICE PROVIDER OR OTHER THIRD PARTY WITH WHOM YOU HAVE CONTRACTED TO GAIN ACCESS TO THE SERVER THAT HOSTS THE SITE.
 - 12.2.2. YOU AGREE THAT YOU ARE FREE TO CHOOSE WHETHER TO USE THE COMPANY SERVICES AND DO SO AT YOUR SOLE OPTION, DISCRETION AND RISK.
 - 12.2.3. YOU CONFIRM THAT THE COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION TO, SUSPENSION OF, OR DISCONTINUANCE OF THE COMPANY SERVICES.
 - 12.2.4. YOU CONFIRM THAT IN THE EVENT THAT THE COMPANY SERVICES FAIL TO OPERATE CORRECTLY FOR ANY REASON WHATSOEVER, THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY LOSS WHICH YOU INCUR, INCLUDING ANY LOSS OF PROFITS THAT MAY RESULT.
 - 12.2.5. WITHOUT DEROGATING FROM ANY OTHER PROVISION IN THE TERMS OF USE, IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED 100 EUR IN THE AGGREGATE.
 - 12.2.6. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION REGARDLESS OF THE FORM OF ACTION, WHICH YOU MAY HAVE ARISING OUT OF OR RELATED TO THE USE OF THE COMPANY SERVICES OR THE TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR OTHERWISE BE BARRED FROM RAISING ANY SUCH CLAIM OR CAUSE OF ACTION.
 - 12.2.7. ACCOUNT USERNAME AND PASSWORD. THE COMPANY HAS NO OBLIGATION TO MAINTAIN YOUR ACCOUNT USERNAME OR PASSWORD. THE COMPANY SHALL NOT BE LIABLE IF YOU MISPLACE, FORGET OR LOSE YOUR ACCOUNT USERNAME OR PASSWORD BECAUSE OF ANYTHING OTHER THAN THE COMPANY'S NEGLIGENCE.
 - 12.2.8. TRANSFER OF DIGITAL ASSETS AND FIAT MONEY. WE SHALL NOT BE LIABLE TO YOU IN ANY WAY WHATSOEVER FOR THE TRANSFER OF ANY AND ALL DIGITAL ASSETS IF YOU PROVIDE US WITH ANY INCORRECT AND/OR INCOMPLETE, PUBLIC KEY, AND/OR VIRTUAL WALLET ADDRESS DETAILS. IN ADDITION, WE SHALL NOT BE LIABLE TO YOU IN ANY WAY WHATSOEVER FOR THE TRANSFER OF ANY AND ALL FIAT MONEY IN RELATION TO TRADE AGREEMENTS FACILITATED THROUGH THE APP.
 - 12.2.9. YOU FURTHER AGREE THAT THE COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY AMENDMENT OR TERMINATION OF THE COMPANY SERVICES AND/OR TERMS OF USE, OR SUSPENSION OF YOUR ACCESS TO THE COMPANY SERVICES, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH HEREIN.
- 12.3. **INDEMNIFICATION:** You agree to defend, indemnify and hold harmless the Company and its affiliates, and any of their respective employees, officers, directors, agents, joint ventures, and consultants, and of any Registered User, from any claims, demands, liabilities, damages, or costs (including attorneys' fees, fines, or penalties) suffered by any of them that may arise in connection with:
- 12.3.1. Any breach by you of the Terms of Use;
 - 12.3.2. Your use of the Company Services or use by a third party using your user identification and/or Account, whether or not with your authorization;
 - 12.3.3. Any violation by you of any law, rule, regulation, and/or directive; and/or
 - 12.3.4. The rights of any third party.
- 12.4. **DISCLAIMERS:** The Company does not provide financial advice. The Company does not provide any investment advice, recommendation, or guidance, whether in connection with the Services or otherwise. We may provide information on the price, range, and volatility of Digital Assets, and events that have affected the price of Digital Assets, but this is not considered investment advice

and should not be construed as such. No communication between us should be considered any form of investment advice. Any decision to purchase or sell Digital Assets is your exclusive decision at your own risk and the Company will not be liable for any loss suffered. You should consult your own legal and/or tax advisors concerning your specific financial situation.

13. Client-Company Contact

- 13.1. You agree to us using the contact details provided by you on registration to contact you directly, from time to time, in relation to your use of the Services or any other products or services offered by us.
- 13.2. **How to Contact Us:** If you have any questions, feedback, or complaints, you may contact the Company via the Company's customer support at app@savl.com. When contacting us we request that you include identifying information such as your name and address, and/or the transaction number on which you have feedback, questions, or complaints, so we can address your matter appropriately. Please note that calls made by you to the customer service department may be recorded for service quality assurance.

- 14. **Governing Law:** The Terms of Use and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of the Cayman Islands and you irrevocably submit, for the benefit of the Company, to the exclusive jurisdiction of the courts of Cayman Islands to settle any disputes (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, the Terms of Use or otherwise arising in connection with the Terms of Use.

15. Miscellaneous

- 15.1. **Status of the Parties:** You and the Company are independent contractors, and these Terms of Use neither create nor shall create any partnership, trust arrangement, agency, joint enterprise, or fiduciary relationship between you and the Company, or any other form of relationship.
- 15.2. **Waiver:** No waiver by us of any terms of the User Agreement shall be construed as a waiver of any preceding or succeeding breach of any terms of the Terms of Use.
- 15.3. **Third Parties:** Unless otherwise expressly stated, nothing in the Terms of Use shall create or confer any rights or any other benefits to third parties.
- 15.4. **Survival:** Any provisions hereof which expressly or by their nature are required to survive termination or expiration of this Agreement in order to achieve their purpose shall survive until it shall no longer be necessary for them to survive in order to achieve that purpose.
- 15.5. **Entire Agreement:** This Terms of Use constitutes the final, exclusive, and complete understanding and agreement between you and us and supersedes all prior understandings and agreements between you and us.
- 15.6. **Assignment:** You may not assign any rights or obligations under these Terms of Use, including, without limitation, the right to use the Account, which is exclusively for your personal use. The Company may assign its rights without restriction, without prior notice to you. In the event of a merger or acquisition between the Company and a third party, the Company reserves the right to transfer or assign the information you provided to the Company as part of such merger, acquisition, sale, or other change of control.
- 15.7. **Severability:** If any provision of the Terms of Use shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, all other provisions of these Terms of Use shall not be affected and shall remain in full force and effect. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.
- 15.8. **English Language:** Any translation of the Terms of Use, if provided, is provided for your convenience alone. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.
- 15.9. **Confidentiality:** You represent and warrant that in the course of using the Services, in the event you receive any confidential information, whether orally, in writing, or in computer data form, you are obligated to keep such information confidential and in strict confidence and use it only to the extent permitted under these Terms of Use. You may not disclose such confidential information without the Company's prior written consent. Upon termination of the Terms of Use, or upon

request, you are obligated to immediately return to the Company or destroy any such confidential information that you received from the Company. Confidential information shall include matters related to any arbitration or related judicial proceedings, if any, to the greatest extent practicable.