

FIN NEXT Wallet Terms of Service

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FIN NEXT (“**FIN NEXT**” or “**we**” or “**us**” or “**our**”) makes available to users certain software services accessible via a mobile device application, including the FIN NEXT Wallet (commonly known as FIN NEXT Wallet) (the “**Wallet Application**” or “**App**”). The Wallet Application enables users to (i) self custody digital assets; (ii) access a digital asset browser and link to decentralized applications and decentralized exchanges (“**Dapp(s)**”); (iii) view addresses and information that are part of digital asset networks and broadcast transactions; and (iv) additional functionality as FIN NEXT may add to the App from time to time (collectively the “**Services**”). FIN NEXT developed these Terms of Service (these “**Terms**”) to describe the terms that govern your use of all versions of the Wallet Application. These terms and additional information about the Wallet Application can be found on the FIN NEXT website located at <http://finnext.io> (the “**Site**”).

Agreement to Terms

By clicking “I Agree” or by accessing the Wallet Application or using any or all of the Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, you may not access or use the Services.

Privacy Policy

Please refer to our FIN NEXT Wallet’s Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to, and that we can collect, use and/or disclose your information (including any personal data you provide to us) in accordance with, our Privacy Policy.

Changes to Terms or Services

We may modify the Terms at any time at our sole discretion. If we do so, we’ll let you know either by posting the modified Terms on the Site, by providing you a notice through the App, or through other methods of communication which we deem reasonable. The modified Terms will be effective at the time they are posted on the Site. It’s important that you review the Terms whenever we modify them because if you continue to use the Services after we have modified the Terms, you are agreeing to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then you may not use the Services. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

Who May Use the Services

Eligibility

You may use the Services if you are 18 years or older and are not barred from using the Services under applicable law.

Registration and Your Information

If you want to use the Services you'll have to create an account ("**Account**") via the App. You agree that you won't disclose your Account credentials to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, or are otherwise referable to your Account credentials, whether or not you know about them. We reserve the right to suspend or terminate your Account if you provide inaccurate, untrue, or incomplete information, or if you fail to comply with the Account registration requirements or these terms.

You are solely responsible for the retention and security of your recovery phrase. Your Recovery Phrase is the only way to access the cryptocurrency associated with your Account. Anyone that has access to your Recovery Phrase can access your cryptocurrency. If you lose your Recovery Phrase, you will not be able to access your cryptocurrency. You acknowledge that FIN NEXT does not store and is not responsible in any way for the security of your Recovery Phrase and you agree to hold FIN NEXT harmless and that FIN NEXT shall not be liable in any way in the event you lose your Recovery Phrase and cannot access your cryptocurrency.

Content Ownership, Responsibility and Removal

For purposes of these Terms: (i) "**Content**" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) "**User Content**" means any Content that Account holders (including you) make available through the Services. Content includes without limitation User Content.

We do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.

Subject to the foregoing, FIN NEXT and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights.

Rights in User Content Granted by You

In order to operate and provide our Services, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, copy, distribute, create derivative works of, display, and perform the User Content that you upload, submit, store, send, or receive on the App or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services. Additional information about your privacy and how we use User Content is available in the Privacy Policy.

You warrant and represent that you have the right and authority to submit your User Content and that the User Content or any part thereof does not infringe the intellectual property rights or any other rights of any third party.

You acknowledge that, in certain instances, where you have removed your User Content by specifically deleting it, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

Rights in Content Granted by FIN NEXT

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to download, view, copy, display and print the Content solely in connection with your permitted use of the Services.

Rights in App, Site and Services Granted by FIN NEXT

The App, Site and Services are proprietary to FIN NEXT and its licensors and must not be used other than strictly in accordance with these Terms. FIN NEXT grants to you a limited, non-exclusive, non-transferable, non-sublicensable right to use the App and Site for the purposes of accessing and using the Services in accordance with these Terms.

Fees

We may charge fees for some or part of the Services we make available to you. We reserve the right to change those fees at our discretion with notice. We will disclose the amount of fees we will charge you for the applicable Service at the time that you access the Service.

You may incur charges from third parties for use of linked services. For example, you may be charged fees via the Dapps and/or DEXs that you may access via the App. You may also be charged fees by FIN NEXT. Third party fees are not charged by FIN NEXT and are not paid to FIN NEXT.

Acceptable Use and FIN NEXT Enforcement Rights

You agree not to use the Services in ways that:

- Violate, misappropriate, or infringe the rights of FIN NEXT, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights;
- Are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes;
- Involve publishing falsehoods, misrepresentations, or misleading statements, including impersonating someone;
- Breach any duty toward or rights of any person or entity, including rights of publicity, privacy, or trademark;
- Involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party (including another user) to protect the Services or Content;
- Disguise your location through IP proxying or other methods;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Although we have no obligation to monitor any User Content, we have absolute discretion to remove User Content at any time and for any reason without notice. You understand that by using the Services, you may be exposed to User Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content.

Third Party Materials

The Services and App may contain links to third-party services and/or Dapps ("**Third Party Materials**"). The Services enable you to access Dapps via a Dapp browser and WalletLink by navigating away from the App to the Dapp or by enabling a native frontend software link within the App. When using a Dapp or other Third Party Materials, you understand that you are at no time transferring your assets to us. We provide access to Third Party Materials only as a convenience, do not have control over their content, do not warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products or services on or accessible from those Third Party Materials (including any related websites, resources or links displayed therein). We make no warranties or representations, express or implied, about such linked Third Party Materials, the third parties they are owned and operated by, the information contained on them or the suitability of their products or services. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites, applications, or resources.

Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by following the account closure instructions in the App. Upon any termination, discontinuation or cancellation of Services or your Account, (i) all rights and/or licenses granted to you under these Terms shall immediately cease and terminate and you shall forthwith cease the use and/or access of the App, Site, Services and Content in any way whatsoever; and (ii) notwithstanding the foregoing, the following provisions will survive: Feedback, Content and Content Rights, Content Ownership, Responsibility and Removal (save for the subsection "Rights in Content Granted by FIN NEXT"), Termination, Warranty Disclaimers, Indemnity, Limitation of Liability, Dispute Resolution, and General Terms.

Warranty Disclaimers

You expressly acknowledge and agree that use of the services (including any private key store service offered as part of the services, whether cloud or hardware based) and content is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. The App, site and services are provided on an "as is" and "as available" basis without any representation or warranty, whether express, implied or statutory. To the maximum extent permitted by applicable law, FIN NEXT specifically disclaims any express or implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringements. FIN NEXT does not make any representations of warranties that access to the services or any of the materials contained therein will be continuous, uninterrupted, timely, or error-free.

Use of any private key storage service included as part of the services is offered to you as a convenience, subject to the limitation above. To be safe, you should always backup your private access key via secondary means.

Indemnity

You will indemnify and hold harmless FIN NEXT and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses,

including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your User Content, (iii) Third Party Materials, or (iv) your violation of these Terms.

General Terms

These Terms constitute the entire and exclusive understanding and agreement between FIN NEXT and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between FIN NEXT and you regarding the Services and Content. If any provision of these Terms is held invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the “Special Arbitration Provision” section above or by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given by posting to the Services and/or through other electronic communication. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, “Communications”) that we provide in connection with your Account and your use of the Services.

Contact Information

If you have any questions about these Terms or the Services, please contact us at support@finnext.io