

# **TERMS OF USE**

## **DEFEXA WALLET**

FPS Global LTD (“Defexa Wallet”, “we”, “our,” or “us”) is a company providing its software services through its application (“App”) via which you (“User”, “you”, “your”) can deal with digital assets such as cryptocurrencies. Before using our Services, please read the Terms of Service (the “Terms”, “Agreement”) carefully, along with any other policies or notices published in our App.

PLEASE CAREFULLY READ THIS TERMS OF USE (THE "TERMS") AS IT FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND DEFEXA WALLET. THESE TERMS GOVERN ALL WHO USE THE NON-CUSTODIAL CRYPTO WALLET SOFTWARE IN THE APP (THE "SOFTWARE"), AS WELL AS OTHER SERVICES AND RESOURCES CONTROLLED BY US THAT ARE AVAILABLE OR ENABLED VIA THE APP (EACH A "SERVICE" AND COLLECTIVELY, THE "SERVICES", WHICH TERM INCLUDES THE SOFTWARE AND THE APP UNLESS EXPLICITLY SET FORTH BELOW).

IF YOU DOWNLOAD AND USE THIS APP, YOU ARE AGREEING TO COMPLY WITH AND BE BOUND BY THE FOLLOWING TERMS; BY USING THIS APP, YOU ACCEPT THESE TERMS IN FULL. IF YOU DISAGREE WITH THESE TERMS OR ANY PART OF THESE TERMS, YOU ARE ADVISED TO DESIST FROM USING OUR APP.

PLEASE MAKE SURE YOU HAVE READ THESE TERMS OF USE CAREFULLY AND UNDERSTOOD EVERYTHING. SHOULD YOU FAIL TO UNDERSTAND ANY OR ALL PROVISIONS DESCRIBED HEREIN, PLEASE CONTACT US.

WE MAY UPDATE THESE TERMS OF USE AT ANY TIME WITHOUT NOTICE. YOU SHOULD VISIT THIS PAGE PERIODICALLY TO REVIEW THE CURRENT VERSION WHICH IS INDICATED BELOW.

### **1. SCOPE OF SERVICES**

**1.1. General.** Defexa Wallet provides you with a software that allows you to store and manage digital assets such as cryptocurrencies (“Cryptocurrency”) in a non-custodial manner. This means that Users have complete control and responsibility over their Cryptocurrency and

private keys, and can authorize transactions from their wallet address. Now and then you expressly acknowledge and agree that as Defexa Wallet is a non-custodial wallet software, you are solely responsible for your activity and any risk of loss at all times.

- 1.2. Software.** The usage of the Software is subject to the Terms outlined herein. Defexa Wallet distributes the Software via downloading the App and does not provide any physical copies of the Software. Upon your adherence to the Terms, Defexa Wallet grants you a non-assignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to utilize the Software on the devices owned or controlled by you, exclusively for your personal purposes. As the Software is installed locally, it is your responsibility to ensure the security of the device on which it is installed. This includes maintaining up-to-date anti-virus software and taking necessary measures to safeguard the device against malware. Defexa Wallet bears no liability for any loss or damages, such as loss of funds or being locked out from accounts accessed via the Software, arising from your failure to maintain the safety and integrity of the device on which the Software is installed. Furthermore, Defexa Wallet is unable to retrieve passwords or unlock account information stored on the Software, even if it has been compromised by malware on your device. It is your sole responsibility to take reasonable precautions to secure and backup your copy of the Software and the information stored on it.

**Please note** that Defexa Wallet does not function as a bank or financial institution and does not offer any form of investment or financial advice, nor consulting services to its Users. Our role is solely to provide the Services in the scope stipulated by these Terms.

- 1.3. Services available via Software.** Using Defexa Wallet Software you are granted with:
- The ability to generate wallet addresses by yourself and create private keys, including secret-phrase (“Seed-phrase”), to send and receive Cryptocurrencies via third-party Providers API (“API”).
  - Convenient access to third-party applications (“Provider Apps”) via the mobile application's web browser.
  - Easy swapping and trading of digital assets using Provider Apps functionality provided by third-party service providers (“Providers”).
  - Access to staking services for certain Cryptocurrencies within third-party 'proof of stake' networks.
  - Real-time viewing of Cryptocurrencies exchange rate information, which is made available by Providers via integrated API.

- Effortless broadcasting of Cryptocurrency Transaction data to multiple blockchains supported by Defexa Wallet, without the need to install associated blockchain-based software onto your device.
- 2. API Providers.** Cryptocurrency exchange Transactions and related information provided via the Defexa Wallet are executed by Providers through API integration. Defexa Wallet itself does not engage in any Transactions with Cryptocurrencies and does not provide exchange rate data and other information related to such Transactions.
- 2.1.** If you use or access Provider App via our App in web-browser or other integrated regime, including but not limited to the Cryptocurrency swap option, you acknowledge and agree that:
- Defexa Wallet is not responsible for your use of Provider App and will not be liable for any disputes arising from your transactions;
  - The limits on the amount you can exchange via Provider App per day are subject to the requirements of Provider developed smart contracts;
  - Blockchain operations are irreversible, and you will be solely responsible for any issues associated with your Cryptocurrency Transactions, including transferring to an incorrect address or selecting problematic node servers;
  - when you use Provider App, third-party developed smart contracts may charge handling fees and/or service fees, and any fee information displayed in the App is for reference and information only; Defexa Wallet cannot guarantee the accuracy, reliability, integrity, appropriateness, or applicability of such information, nor will it be liable for any loss or damage resulting from your use of this information.
- 2.2.** Access to Provider App may be limited and depends on the User location. Some countries may be subject to geo-blocking restrictions. Please note that while we and our Providers have implemented security measures to protect our App, there can be no guarantee that these measures will be effective against current or future security threats. We take measures to protect the security of our platform, as well as the availability, confidentiality, and integrity of our data. However, there is a risk that our security measures or those of our third-party providers may fail, leading to unauthorized access to our platform or unauthorized disclosure, modification, misuse, loss, or destruction of our or our User' data.
- 2.3.** It is important for you to be aware that storing private keys in non-secure systems can compromise their security and make them vulnerable to security breaches and incidents. Despite our efforts to discourage such practices, incidents of this nature may occur and are

outside of our control. It is important to note that these incidents are not a result of any insecurity or vulnerability on the part of the Defexa Wallet.

- 3. Cryptocurrency Transactions.** Ensuring the completion of all proposed Cryptocurrency Transactions, confirmation and recording in the associated public blockchain of the Cryptocurrency is necessary. These blockchain networks are decentralized and peer-to-peer networks supported by independent third parties that we neither own nor control. As a result, we cannot ensure that any transaction details you submit through our App will be confirmed and processed. While using Defexa Wallet, you acknowledge and agree that:

  - We lack the ability to cancel or modify your transaction
  - The transaction details you provide may not be completed, or may experience significant delays, on the applicable blockchain networks;
  - We do not store, send, or receive Cryptocurrency;
  - Any transfer that occurs regarding any Cryptocurrency is conducted on the relevant blockchain network and not on a network that we own, and therefore we do not guarantee the transfer of title or right in any Cryptocurrency.
- 4. Accuracy of Information Provided by User.** The accuracy and completeness of the information provided by you via the App is your responsibility. It is important to ensure that the information provided by you is accurate and complete to avoid any errors or omissions in any Cryptocurrency Transaction initiated via the Services. It is advised to review the transaction details carefully before attempting to make any Cryptocurrency Transaction. Please note that we are not liable for any errors or omissions made by you in connection with any Cryptocurrency Transaction initiated via the App.
- 5. Wallet creation.** To use our App, you must either create a new wallet or import an existing wallet (“Wallet”), which generates a private key. You are responsible for immediately notifying us of any unauthorized use of your private key or any other security breach of your wallet. However, you acknowledge and agree that you assume all risks related to the use of the Services and are solely responsible for maintaining the confidentiality and security of your private key. We strongly recommend taking necessary precautions to prevent loss of access or control of your wallet, such as creating a strong and unique password, avoiding storing the private key and a Seed-phrase in unsecured locations, limiting device and wallet access, taking necessary measures against malware, and notifying us of any security

breaches. Please note that we shall have no liability for any activities that occur on your Wallet with or without your authorization.

- 6. Payments and Transaction Fees.** The fees for using the Software, if any, will be stated in the App.
  - 6.1.** Your Cryptocurrency Transactions may have associated transaction fees, ("Fees") such as mining fees, which are required by the cryptocurrency system or blockchain network you use. It is your responsibility to ensure that you have sufficient funds or "gas" in your wallet to complete Cryptocurrency Transaction before initiating it. You acknowledge and agree that we are not liable for any failed transactions or losses you may incur due to incorrectly set transaction fees, insufficient funds, or gas associated with your wallet address.
- 7. Suspension and API Limitation.** If we determine that your use of any portion or all of the Services provided via our Software could pose a security risk to the Services provision via the App or any Provider App, subject us or any third party to liability, or could be unlawful, we reserve the right to suspend your access to the App immediately. Additionally, we may suspend your access to the App in you is in breach of this Agreement, if you fail to fulfill your payment obligations under Section 6 of the Terms for 30 days or longer.
- 8. Termination of Agreement.**
  - 8.1.** You have the right to terminate this Agreement at your convenience by simply stopping the use of the App;
  - 8.2.** Either Defexa wallet or you may terminate this Agreement for cause if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days of written notice from the non-breaching party specifying the nature of the breach.
  - 8.3.** We reserve the right to terminate this Agreement for cause immediately under the following circumstances: (i) if we are entitled to suspend under Section 7; (ii) if our partnership with a Provider(s) we use to deliver the Services ends, terminates, or requires us to modify the way we offer the Software; or (iii) to prevent the risk of breaching the law.
- 9. Intellectual property and License.** Defexa wallet grants you a non-exclusive, non-sublicensable, and non-transferable license to use the App for personal use only, provided that you agree to and comply with these Terms. You acknowledge and agree that you will not: (i) create derivative works, modify, adapt or reproduce any part of the App; (ii) distribute, rent, lease, sell, sublicense, transfer, or provide access to the App to any third

party; (iii) use the App for the benefit of any third party; (iv) incorporate the App into any product or service you provide to a third party without obtaining our prior written consent; (v) attempt to circumvent the App's mechanisms intended to limit your use; (vi) reverse engineer, disassemble, decompile, translate, or otherwise attempt to obtain or derive the source code, including images and texts, underlying ideas, algorithms, file formats, or non-public APIs to the App, except as expressly permitted by applicable law (and then only upon advance notice to us); (vii) remove or obscure any proprietary or other notices contained in the App; (viii) use the App for competitive analysis or as part of any other software or project of any kind or to build competitive products.

- 10. Our Content.** The Content of the App, including text and graphics, is protected by copyright law, registered and unregistered trademarks, and other intellectual property rights. Unless otherwise provided, the Content is exclusively owned by us. Your use of the App does not grant you any right, title, or interest in the Content. You agree that you will not copy, reproduce, modify, republish, upload, post, transmit, distribute, collect, sell, license, create derivative works from, or exploit any of the Content, whether manually or automatically, in whole or in part.

**11. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE, OR OUR AFFILIATES, OR ANY OF OUR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY DIRECT DAMAGES OR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS) WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF YOUR ACCESS OR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO: ANY UNAUTHORIZED USE OF YOUR WALLET ADDRESS AND/OR PRIVATE KEY DUE TO YOUR FAILURE TO MAINTAIN THE CONFIDENTIALITY OF YOUR WALLET, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES OR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT ARE

FOUND IN THE DEFEXA WALLET SOFTWARE OR THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY (REGARDLESS OF THE SOURCE OF ORIGINATION); ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN OUR SERVICES); ANY INJURY OR DAMAGE TO EQUIPMENT; INABILITY TO FULLY ACCESS OUR APP, THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; DEFEXA WALLET APPLICATION OR ANY OTHER ASPECT OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**12. Disclaimer of Warranties.**

THE SOFTWARE, SERVICES, AND ANY INFORMATION DISPLAYED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS, AND DEFEXA 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, SOFTWARE, OR ANY INFORMATION DISPLAYED THEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL RISK OF USE OF THE SITE, SERVICES, AND SOFTWARE RESTS ENTIRELY WITH YOU.

**13. Indemnification.** You agree to indemnify, defend, and hold harmless Defexa Wallet, its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from or in connection with any breach of this agreement or any

misrepresentation or other wrongful conduct by you, your agents, or representatives. This indemnification shall survive termination or expiration of this Agreement.

14. **Force majeure.** Neither Defexa Wallet nor Users shall be responsible for any inaccuracy, error, delay, or omission in transmission or delivery of information as well as for any losses or damages resulting from force majeure circumstances.
15. **Governing Law.** No matter where you're located, the laws of Hong Kong will govern these Terms and the parties' relationship as if you agreed to these Terms. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded or modified only to the extent such provisions are inconsistent. The parties agree to solve any disputes arising out of this Agreement by negotiations. If the dispute cannot be solved in alternative dispute resolution way, Hong Kong courts shall have an exclusive jurisdiction of any dispute arising out of or related to your use of the App or your breach of these Terms.
16. **Severability.** If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provisions will continue in effect.
17. **Entire Agreement.** These Terms constitute the complete and exclusive statement of the understanding and Agreement between the Defexa Wallet and Users with respect to the subject matter herein and supersedes all prior or contemporaneous communications, agreements, and understandings, whether oral or written, between the parties.
18. **Notifications, comments and suggestions.** Defexa Wallet strives to give you optimal service. If you have a comment or suggestion concerning the App, you can contact us at support@defexa.io. Please provide us with your contact details and a clear description and reason for your request. Please note that your feedback may be used to improve and/or modify our App.