



CRYSTAL
W A L L E T

TERMS OF SERVICE



WELCOME TO CRYSTAL WALLET

Crystal Wallet (“we,” “our,” or “us”) provides its services through its website located at Crystal Wallet and related mobile applications and products (collectively the “Services” or “Crystal Wallet”). Before using our Services, please read the Terms of Service (the “Terms” or the “Agreement”) carefully, along with any other policies or notices on Crystal Wallet’s website or mobile applications, and our [Privacy Policy] (privacy-policy). Together, these materials contain terms, rules, and guidelines related to your use of Crystal Wallet.

OVERVIEW

We know that Terms can be long and confusing, so we will do our best to keep things as clear and concise as possible. This section provides a brief summary of the highlights of this Agreement. Please note that when you accept this Agreement, you are accepting all of the terms and conditions and not just this section. Crystal Wallet provides self-hosted wallet services for Ethereum-based blockchains. By creating or importing a wallet, downloading or running our mobile application, or visiting our website, you are agreeing to our Terms, so please read carefully. These terms outline approved uses of Crystal Wallet, various licenses that we grant to you, and licenses that you grant us. If you do not agree to this Agreement or any modifications to this Agreement, you should not use our Services.

HOW YOU ACCEPT THIS POLICY

By creating or importing a locally hosted wallet (a “Wallet”), or visiting our website, you acknowledge that you have read, understood, and agreed to these Terms, as well as the accompanying [Privacy Policy](/privacy-policy) We reserve the right to change these Terms at any time. Any such changes with respect to your use of Crystal Wallet will take effect immediately when posted on our website or on our mobile application. Your continued use of Crystal Wallet following any such change will signify your acceptance to be bound by the then current Terms. Please check the effective date above to determine if there have been any changes since you have last reviewed these Terms. If you do not agree to this Agreement or any modifications to this Agreement, you should not use Crystal Wallet. Failure or delay by Crystal Wallet in enforcing or partially enforcing any provision of these Terms shall not be construed as a waiver of any rights.

ACCOUNT REGISTRATION AND INFORMATION

You must either import or create a Wallet in order to use Crystal Wallet. When you create a Wallet, you will be assigned a private key. You will be prompted to download or save a keystore - your private key encrypted with a password. You will be responsible for maintaining the confidentiality of your private key or keystore, and will be fully responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your password, account, or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with this paragraph. When you create a Wallet, you are strongly advised to take precautions in order to avoid loss of access to and/or control over your Wallet. Suggested measures include, but are not limited to, the following: (a) creating a strong password that you do not use for any other website or online service; (b) using the backup functionality provided by the Wallet or safeguard your private key and mnemonic (backup) phrase on an external hard drive which, all users, especially users who have more than \$100,000 USD in assets, are encouraged to do even

if they are utilizing the Services' backup functionality; (c) maintaining the security of your Wallet by protecting the private key and mnemonic (backup) phrase associated with your Wallet by, for example, limiting access to your computer and your Wallet; and (d) promptly notifying us if you discover or otherwise suspect any security breaches related to your Wallet. Push Notifications. You may agree to receive push notifications from Crystal Wallet that will alert you when Ethereum-based blockchains are congested and when transactions involving your Wallet have been completed. Push notifications can be enabled to display information about Token Launches. If you would like to receive push notifications, you must opt in to the service by accessing "Settings" and enabling "Push Notifications". Payment and Fees. Crystal Wallet does not currently charge any fees for any of its Services. However, we reserve the right to do so in the future and, in such case, any applicable fees will be displayed prior to you using any service to which a fee applies. Transactions. Once transaction details have been submitted via the Services, we cannot assist you to cancel or otherwise modify your transaction. Crystal Wallet has no control over any Ethereum-based blockchain and does not have the ability to facilitate any cancellation or modification requests. You must ensure that you have an adequate balance in your Wallet and/or gas to complete transactions before initiating a transaction. You acknowledge and agree that we will not be liable for any failed transactions due to insufficient funds or gas associated with your Crystal Wallet account. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions that you have submitted transaction details for via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that we are not responsible for determining whether taxes apply to your Ethereum-based transactions or for collecting, reporting, withholding, or remitting any taxes arising from any Virtual Currency-related transactions.

ELIGIBILITY

To be eligible to use Crystal Wallet, you must be at least eighteen years old and be able to form legally binding contracts. If you are using our Services on behalf of a legal entity, you further represent and warrant that: (a) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (b) you are duly authorized by such legal entity to act on its behalf. You can only use our Services if permitted under the laws of your jurisdiction. Please make sure that these Terms are in compliance with all laws, rules, and regulations that apply to you. By using Crystal Wallet, you represent and warrant that you meet all eligibility requirements that we outline in these Terms. We may still refuse to let certain people access or use Crystal Wallet, however, and we reserve the right to change our eligibility criteria at any time.

USING OUR SERVICES

As a user of the Services, we grant you a limited, personal, non-commercial, non-exclusive, non-transferable, and revocable license to use Crystal Wallet. When using our Services, we ask that you follow some basic rules: Don't Use Our Services to Break the Law. You agree that you will not violate any laws when using our Services. This includes any local, provincial, state, federal, national, or international laws that may apply to you. You agree that you will not use our Services to pay for, support, or otherwise engage in any illegal activities including, but not limited to, illegal gambling, fraud, money laundering, or terrorist activities. If we discover that you have violated this Agreement or other regulatory requirements including, but not limited to, the Bank Secrecy Act, by participating in money laundering or by financing terrorist activities, we will take proportional disciplinary action. You

further agree not to encourage or induce any third party to engage in any of the activities prohibited under this Section. Don't Interfere With Other's Use of the Services. You agree that you will not use or attempt to use another user's Wallet without authorization or use our Services in any manner that could interfere, disrupt, negatively affect, or inhibit other users from fully enjoying it. Don't Try to Harm Our System. You agree not to distribute any virus or other harmful computer code through Crystal Wallet. You also agree to not take any action that may impose an unreasonable or disproportionately large load on our or any of our third party providers' infrastructure. Don't Attempt to Circumvent Our Security. You agree not to bypass, circumvent, or attempt to bypass or circumvent any measures that we may use to prevent or restrict access to the Services including, without limitation, other accounts, computer systems, or networks connected to the Services. Any use of Crystal Wallet other than as specifically authorized in this Agreement, without our prior written permission, is strictly prohibited and will terminate your license to use Crystal Wallet.

THE BLOCKCHAIN SERVICES

Crystal Wallet is software that (a) generates Wallet addresses and encrypted private keys that you may use to send and receive Ethereum and related cryptographically secured tokens (the "Virtual Currency"); (b) allows users to browse third party decentralized applications through the mobile application browser; and (c) facilitates the submission of Virtual Currency transaction data to Ethereum-based blockchains (the "Ethereum Networks") without requiring you to download or install the associated Ethereum-based software to your local device. Wallet Address, Private Key, and Backup Capabilities. An encrypted backup of certain information associated with the Wallet can be stored on your device in Keystore JSON format. The private key is connected to the Wallet address and, together, they can be used to authorize the transfer of Virtual Currency to and from that Wallet address. You are solely responsible for maintaining the security of your private key and any mnemonic (backup) phrase associated with your Wallet. You must keep your Wallet address, mnemonic (backup) phrase, and private key access information secure. Failure to do so may result in the loss of control of Virtual Currency associated with the Wallet. Crystal Wallet Cannot Assist With Password Retrieval. Crystal Wallet stores your Wallet address but does not receive or store your Wallet password, encrypted private key, unencrypted private key, or mnemonic (backup) phrase associated with your Wallet. We cannot, therefore, assist you with Wallet password retrieval. We cannot generate a new password for your Wallet if you fail to remember your original password. If you have not safely stored a backup of any Wallet address and private key pairs maintained in your Wallet, you accept and acknowledge that any Virtual Currency you have associated with such a Wallet address will become inaccessible if you do not have your Wallet password. Virtual Currency Transactions. In order to be completed, all proposed Virtual Currency transactions must be confirmed and recorded in the Virtual Currency's associated public blockchain. Such networks are decentralized, peer-to-peer networks supported by independent third parties, which we do not own, control, or operate. We have no control over the Ethereum Networks and, therefore, cannot and do not ensure that any transaction details that you submit via our Services will be confirmed and processed. By using Crystal Wallet, you acknowledge and agree that the transaction details you submit may not be completed, or may be substantially delayed, by the Ethereum Networks. Crystal Wallet Does Not Store or Transmit Virtual Currency. We do not store, send, or receive Virtual Currency. Any transfer that occurs in any Virtual Currency occurs on the Ethereum-based blockchains and not on a network owned by us. We therefore do not guarantee that Crystal Wallet can affect the transfer of title or right in any Virtual Currency. Accuracy of Information Provided by User. You represent and warrant

that any information you provide via the Services is accurate and complete. You accept and acknowledge that we are not responsible for any errors or omissions that you make in connection with any Virtual Currency transaction initiated via the Services. We strongly encourage you to review your transaction details carefully before attempting to transfer a Virtual Currency.

THIRD PARTY SERVICES AND CONTENT

In no event shall a description or reference to a third party's product or service (including, but not limited to, providing a description or reference via hyperlink) be construed as an endorsement or promotion of such third party products or services by us. We retain the exclusive right to add to, modify, or cancel the availability of any Third Party Service. You may agree to receive push notifications from Third Party Content providers. In order to receive push notifications, you must opt in to the service. Push notifications will not be automatically enabled on your device for Third Party Content. We do not control, endorse, or adopt any Third Party Content shared through push notifications, and will have no responsibility for Third Party Content including, but not limited to, token availability and/or sales. If, to the extent permitted by Crystal Wallet, you grant express permission to a third party to access or connect to your Crystal Wallet account, either through the third party's product or service or through Crystal Wallet, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Crystal Wallet account. Buy with Credit Card. The crypto amount quoted is based on the current rate and is not final.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

You understand and agree that we have no control over, and no duty to take any action regarding: Failures, disruptions, errors, or delays in processing Virtual Currency that you may experience while using the Services; The risk of failure of hardware, software, and Internet connections; The risk of malicious software being introduced or found in the software underlying Crystal Wallet; The risk that third parties may obtain unauthorized access to information stored within your Wallet, including, but not limited to your Wallet address, private key, and mnemonic (backup) phrase; and The risk of unknown vulnerabilities in or unanticipated changes to the Ethereum Networks. You release us from all liability related to any losses, damages, or claims arising from: (a) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped Virtual Currency addresses; (b) server failure or data loss; (c) unauthorized access to the Crystal Wallet application; (d) bugs or other errors in the Crystal Wallet software; and (e) any unauthorized third party activities, including, but not limited to, the use of viruses, phishing, brute forcing, or other means of attack against Crystal Wallet. We make no representations concerning any Third Party Content contained in or accessed through our Services. Any other terms, conditions, warranties, or representations associated with such content, are solely between you and such organizations and/or individuals.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, COUNSEL, EMPLOYEES, CONSULTANTS, LAWYERS, AND OTHER PERSON-

NEL AUTHORIZED TO ACT, ACTING, OR PURPORTING TO ACT ON OUR BEHALF BE LIABLE TO YOU UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: (A) ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM: (I) YOUR USE OF, OR CONDUCT IN CONNECTION WITH, OUR SERVICES; (II) ANY UNAUTHORIZED USE OF YOUR WALLET ADDRESS AND/OR PRIVATE KEY DUE TO YOUR FAILURE TO MAINTAIN THE CONFIDENTIALITY OF YOUR WALLET; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; OR (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT ARE FOUND IN THE CRYSTAL WALLET SOFTWARE OR THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (B) ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF THE GREATER OF: (I) FEES PAID TO US FOR THE APPLICABLE PRODUCTS; OR (II) \$100.00. THESE LIMITATIONS APPLY REGARDLESS OF LEGAL THEORY, WHETHER BASED ON TORT, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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.

WARRANTY DISCLAIMER

CRYSTAL WALLET IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND UNDERLYING SOFTWARE OR ANY CONTENT ON THE SERVICES, WHETHER PROVIDED OR OWNED BY US OR BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE CONTENT ACCESSIBLE VIA THE SERVICES IS ACCURATE, COMPLETE, AVAILABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

INDEMNIFICATION

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Crystal Wallet Parties from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, attorney’s fees) arising from: (a) your use of and access to the Services; (b) any feedback or submissions you provide to us concerning Crystal Wallet; (c) your violation of any term of this Agreement; or (d) your violation of any law, rule, or regulation, or the rights of any third party.

TIME LIMITATION ON CLAIMS

You agree that any claim you may have arising out of or related to your relationship with us must be filed within one year after such claim arises, otherwise, your claim is permanently barred.

TERMINATION

In the event of termination concerning your license to use Crystal Wallet, your obligations under this Agreement will still continue. Your access to the funds in your Wallet after termination will depend on your access to your backup of your Wallet address and private key.

NOTE TO INTERNATIONAL USERS

If you are a user accessing or using our Services from a region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that we do not collect or process your personal data, except as provided for in our Privacy Policy.

DISCONTINUATION OF SERVICES

We may, in our sole discretion and without cost to you, with or without prior notice, and at any time, modify or discontinue, temporarily or permanently, any portion of our Services. You are solely responsible for storing outside of the Services a backup of any Wallet address and private key pair that you maintain in your Wallet. Maintaining an external backup of any Wallet address and private key pairs associated with your Wallet will allow you to access the Ethereum Networks upon which your Wallet is secured. Such a backup will allow the user to fully restore their Wallet at any time without cost or loss of the user's Virtual Currency. If you do not maintain a backup of your Wallet data outside of the Services, you will not be able to access the Virtual Currency associated with your Wallet. Crystal Wallet shall not be held responsible or liable for any loss of Virtual Currency in the event that we discontinue or depreciate the Services.

NO WAIVER

Our failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

ASSIGNMENT

You agree that we may assign any of our rights and/or transfer, sub-contract, or delegate any of our obligations under these Terms. Your agreement to these Terms is personal to you and you may not transfer or assign it to any third party.

FORCE MAJEURE

We shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any act of God, act of civil or

military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe, or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

GENERAL

This Agreement sets forth the entire understanding and agreement as to the subject matter hereof and supersedes any and all prior discussions, agreements, and understandings of any kind (including, without limitation, any prior versions of this Agreement) and every nature between us. Except as provided for above, any modification to this Agreement must be in writing and must be signed by both parties.