1. Welcome

YOU SHOULD ONLY USE OUR SERVICES IF YOU CAN AFFORD TO LOSE ALL OF YOUR INVESTMENT AS INVESTING IN CRYPTO ASSETS INVOLVES A HIGH DEGREE OF RISK. THE FACT THAT WE PROVIDE SERVICES IN RELATION TO A PARTICULAR CRYPTOASSET IN NO WAY INDICATES OUR ENDORSEMENT OF THAT CRYPTOASSET. OUR SERVICES ARE PROVIDED WITHOUT ANY ASSESSMENT OF THEIR SUITABILITY FOR YOU. YOU MUST THEREFORE ONLY USE OUR SERVICES WHERE YOU HAVE INDEPENDENTLY (OR WITH THE ASSISTANCE OF AN INDEPENDENT ADVISOR) DETERMINED THAT OUR SERVICES ARE SUITABLE FOR YOUR REQUIREMENTS. IF YOU ARE UNCLEAR REGARDING ANY ASPECTS OF THESE TERMS, YOU SHOULD CONTACT YOUR RELEVANT ADVISOR BEFORE USING OUR SERVICES.

Eidoo TECH LTD operates a platform accessible through the Eidoo App, which is available for download on your mobile Device, that allows users to carry out and manage cryptoasset transactions and transactions they make with a pre-paid debit card provided by Moneyfold UK("Moneyfold") and issued by Contis Financial Services Ltd in the UK, UAB Finansinės paslaugos "Contis" outside the UK, or any other authorised e-money issuer that we may appoint from time to time (the "Issuer")

The Eidoo Wallet App is provided by Eidoo TECH LTD "Eidoo TECH".

We may refer to the company above as "Eidoo", "we", "our", or "us".

Please note that the provision of the Eidoo Wallet is not a service currently regulated by the Financial Conduct of Authority in UK

2. Your relationship with us

This document and any documents referred to within it (collectively, the "Terms of Service") set out the terms of your relationship with us. It is important that you read and understand the Terms of Service before using the Eidoo Wallet App.

By using and accessing the Eidoo Wallet, you agree to these Terms of Service. If you do not agree to these Terms of Service, please do not use the Eidoo Wallet.

3. Information about us

Eidoo TECH LTD is a company registered in England with its registered address at 85 Great Portland Street, London, England, W1W 7LT.

If you would like to contact us, please write to us using the details at the end of these Terms of Service.

4. Information about you

Your privacy is important to us. Please read our <u>Privacy Policy</u> to understand how we collect, use and share information about you.

If we are obliged for any reason to comply with "know your customer" or similar identification requirements:

You agree that we may use any relevant information you have provided to us or one of our affiliates; and where the necessary information is not already available to us or one of our affiliates, you shall, promptly on request, supply (or procure the supply of) such documentation and other evidence as is reasonably requested, in order for us to carry out, and be satisfied that we have complied with, all necessary "know your customer" or other similar checks under all applicable laws and regulations.

We use cookies to ensure that we give you the best experience on our website. If you continue we will assume that you are happy with our Cookie Policy. You can change your cookie settings in your browser at any time.

5. Important warnings about the Eidoo Wallet

The Eidoo Wallet allows you to initiate and manage cryptoasset transactions on blockchains and similar networks compatible with the Eidoo Wallet ("compatible networks"). Dealing or trading in cryptoassets is inherently risky, as the prices of cryptoassets can change rapidly. We cannot guarantee that the value of any cryptoassets that you purchase will not fall. You therefore buy or sell any cryptoassets through the Eidoo Wallet at your own risk, and we do not provide any investment advice. For the avoidance of doubt, it is your obligation to understand the specific risks of the cryptoassets in which you participate.

a. Keys management

The wallet that executes your cryptoasset transactions is only accessible through a combination of a particular public key, which may be disseminated widely and is used by the market to identify the owner of a cryptoasset on a pseudo-anonymous basis, and a private key, which is known only to the owner, and is the only thing that can be used to transact with cryptoassets held in a wallet. Together, the private key and public key form your unique identifier on the Ethereum network (your "Public and Private Key Pair"). Your Public and Private Key Pair will be created when you download and set up the Eidoo Wallet.

You will need this Public and Private Key Pair to use your wallet and to carry out transactions and manage your cryptoassets (whether through the Eidoo Wallet or not).

Your Public and Private Key Pair will be paired with and stored on the Device on which you download and install the Eidoo Wallet (your "Device"). You will therefore need to keep your Device safe and secure in accordance with best practices recommended by the provider of your operating system, such as setting up a "strong" PIN to prevent unauthorised access and ensuring that you keep your software up to date.

You are responsible for ensuring that your Device is secure. Do not use the Eidoo Wallet on a Device that has been "jailbroken", "cracked", "rooted" or otherwise had restrictions in the software removed, as this may compromise the security of your Public and Private Key Pair.

Each Public and Private Key Pair is unique and can only be recovered using a specific "recovery code" (also known as a "Seed", "Seed Phrase", or "Mnemonic"). This code is made up of a series of 12 or 24 random words which will be given to you when you download and set up the Eidoo Wallet.

You should never give your Public and Private Key Pair or your recovery code to any other person, as this will enable them to execute transactions using your wallet. We will never ask you to share the private key of your Public and Private Key Pair or your recovery code with us. We will not be responsible for any losses you might suffer from disclosing your Public and Private Key Pair or recovery code to another person.

If you lose your Device, or if your Device is stolen, you will lose access to your Public and Private Key Pair and will need to recover it using your unique recovery code. We do not store your recovery code – you must write it down and store it somewhere safe.

Do not store your recovery code on your Device. If you lose your Device and/or your recovery code, you will not be able to recover your Public and Private Key Pair and you will lose access to your wallet and cryptoassets. We will not be responsible for any losses you may suffer if you lose your Device or recovery code.

Please note that, if you delete the Eidoo Wallet from your Device, or if you disable the security features on your Device, your wallet will no longer be paired with your Device and your Public and Private Key Pair will be removed from your Device's storage. To recover your Public and Private Key Pair, you will need to use your recovery code. We will not be responsible for any losses you might suffer as a result of losing your Public and Private Key Pair if you delete the Eidoo Wallet. Completion of transactions that you initiate through the Eidoo Wallet also depends on the availability and operation of the relevant compatible network you interact with using the Eidoo Wallet. Errors or forks in the compatible network may cause transactions that you initiate through the Eidoo Wallet to fail. This may mean that the transaction you were originally intending to perform will no longer be available. Unfortunately, due to the decentralised nature of these networks and blockchain technology, there is no one single point of failure, and so neither we nor any particular party will be responsible to you for errors or any losses that you suffer as a result.

b. Regulatory

The Eidoo Wallet does not facilitate the storage or sending of fiat currencies and Eidoo is not authorised to conduct regulated activities by the Financial Conduct Authority in the UK or any other regulator anywhere in the world. The cryptoassets that you manage through the Eidoo Wallet are not covered or underwritten by any regulatory guarantees or compensation schemes, such as the Financial Services Compensation Scheme in the UK. The Eidoo Wallet is therefore not like a regular bank account, and you should not use the Eidoo Wallet as a substitute for your regular bank account.

c. Network fees

In order to execute transactions on certain compatible networks, you will need to pay network fees. For instance, if you execute transactions on the Ethereum network, this is known as "gas". The network fees are set by the operators of the relevant compatible network and can fluctuate depending on the level of congestion on that compatible network. Transactions might fail if the network fee for that transaction is set too low.

We will set the network fees for the transactions that you initiate through the Eidoo Wallet to account for current and foreseeable congestion levels and will notify you if the relevant compatible network is busy. However, there may be unexpected spikes in the usage of that network that can cause the network fees to increase suddenly above the price that we set for your transactions. We will notify you if a transaction fails as a result of the network fees for that transaction being set too low. If the transaction you are trying to perform is on Ethereum, we will do our best to identify this and replay the transaction with a higher network fee. However, we will not otherwise be responsible to you for any losses that you suffer as a result of any transaction through the Eidoo Wallet failing as a result of the network fees being set too low. If you are using the Eidoo Wallet to access and manage transactions on Ethereum, and would like to set the network fees for a transaction manually, you can do so by downloading the transaction data using the Emergency Kit functionality of the Eidoo Wallet, and using that transaction data to carry out the transaction through another crypto wallet. You will also, however, then need to pay the relevant network fees for the transaction yourself. For more information about how to use the Emergency Kit, please visit the Emergency Kit support page.

d. Early access features

Blockchain technology moves quickly, and we try to keep the functionalities of the Eidoo Wallet up to date to keep up with new developments. We may, from time to time, offer access to new compatible networks

and features of the Eidoo Wallet that are still in an "early access" or trial phase of their development. We will indicate to you when you are accessing such a feature or a network.

While we do our best to make sure that any features that we make available are of a reasonable standard, the new and relatively untested nature of these early access networks and features means that you are more likely to experience problems and unavailability than other parts of the Eidoo Wallet. As a result, we cannot guarantee that these early access features and networks will always be available, free from errors or meet the standards you might expect of a more established and mainstream digital service.

6. Using the Eidoo Wallet to make payments and view your account

If you have applied for and received a pre-paid debit card from us or one of our affiliates (the "Card"), you can view the transactions you make using the Card and top up the balance of the Card through the Eidoo Wallet.

Account information services and the ability to make payments through the Eidoo Wallet, whether to top up your Card or to buy cryptoassets, are subject to separate terms.

The Card is issued by Contis Financila Services LTD who is third party authorised e-money issuer by Federal Conduct of Authority under money regulations 2011. Your use of the Card account and debit card are governed by separate <u>terms of service</u>.

7. Using the Eidoo Wallet to execute cryptoasset transactions

You can use the Eidoo Wallet to help you create a blockchain wallet and set up your Public and Private Key Pair. We are not responsible for the wallet and you use it at your own risk as set out in the relevant wallet terms.

We do not hold any of your assets or engage in transactions on your behalf. When you initiate a transaction on the Eidoo Wallet, we will only facilitate that transaction by sending it to the corresponding chosen network on your behalf.

8. Using the Eidoo Wallet to buy cryptoassets

Eidoo Wallet offers You the option to buy cryptoassets from using Eidoo Finance Lithuania as a third party provider. The transaction will be executed in application of Eidoo Finance Lithuania Terms & Conditions.

9. Your wallet and your Public and Private Key Pair

Your wallet is only accessible by you, using your Public and Private Key Pair. You will need this Public and Private Key Pair to execute any cryptoasset transactions, whether on the Eidoo Wallet or otherwise. It is therefore important that you keep your Public and Private Key Pair secure and never share it with anyone else, particularly as once you share your Public and Private Key Pair to someone they will have full access to the associated cryptoassets, and you cannot take them back.

When you download and set up the Eidoo Wallet, the Eidoo Wallet will create a Public and Private Key Pair for you and store it on your Device. Although we take every precaution to keep our systems secure, in order to reduce the risk of someone else gaining access to your Public and Private Key Pair we will not transfer or store your Public and Private Key Pair on our systems.

The Eidoo Wallet will also generate a unique code of 12 or 24 random words that allows you to recover your Public and Private Key Pair if your Device is lost or stolen, or if you delete the Eidoo Wallet from your Device (your "seed").

You should make sure that you note down your seed in the correct order, keep it somewhere safe and do not share it with anyone else. You should not keep a record of your recovery code on your Device, in case your Device is lost or stolen.

You are responsible for all transactions that are initiated in respect of your wallet using your Public and Private Key Pair, and we will not be responsible for:

- a) any losses you might suffer as a result of any transactions on your wallet, whether made from your Device or otherwise, and whether your Device is in your possession or under your control or otherwise;
- b) any losses you might suffer if you buy cryptoassets that are not supported by your wallet; or
- c) any losses you might suffer if you are unable to access your wallet because you do not have a record of your seed and are unable to recover your Public and Private Key Pair.

10. Accessing the Eidoo Wallet

You will need to download the Eidoo Wallet on your Device and set up an account (your "Eidoo Account") to use the Eidoo Wallet. You will be asked to secure access to this Eidoo Account on your Device with a PIN. You are responsible for maintaining the confidentiality of this PIN and any activities that occur using the Eidoo Wallet on your Device.

Depending on the type of Device you use, you may also be able to configure the Eidoo Wallet to allow you to use your fingerprint and/or face ID to access your Eidoo Account.

You must be 18 years or older and capable in your country of residence of entering into a legally binding agreement to use the Eidoo Wallet.

You must not download or use the Eidoo Wallet on a Device that has been "jailbroken", "cracked", "rooted" or otherwise had restrictions in the software removed, as this may compromise the security of your Public and Private Key Pair.

11. Your right to use the Eidoo Wallet

The materials and content comprising the Eidoo Wallet belong to us or our third party licensors, and we give you permission to use these materials and content for the sole purpose of using the Eidoo Wallet in accordance with these Terms of Service.

Your right to use the Eidoo Wallet is personal to you and you are not allowed to give this right to another person. Your right to use the Eidoo Wallet does not stop us from giving other people the right to use the Eidoo Wallet.

We allow you to download the Eidoo App for use on your mobile device in order to access and use the Eidoo Wallet in accordance with these Terms of Service and we grant you a non-exclusive, personal, non-transferable licence for this purpose only.

Unless allowed by these Terms of Service and as permitted by the functionality of the Eidoo Wallet, you agree: 1). not to copy any portion of the Eidoo Wallet; 2). not to give or sell or otherwise make available

any portion of the Eidoo Wallet to anybody else; 3). not to change any portion of the Eidoo Wallet in any way; 4). not to look for or access the code of any portion of the Eidoo Wallet that we have not expressly published publicly for general use.

You agree that all confidential information, copyright and other intellectual property rights in the Eidoo Wallet belong to us or the people who have licenced those rights to us.

You agree that you have no rights in or to any portion of the Eidoo Wallet other than the right to use it in accordance with these Terms of Service.

12. App store provisions

You acknowledge that these Terms of Service set out the terms of the agreement between you and us only, and do not apply to your relationship with Apple, Inc, Google Ireland Limited or any other provider of an app store or distribution platform from which you download the Eidoo App (the "Store Provider"). We, not the Store Provider, will be solely responsible for performance of the Eidoo App, any content that we make available through the Eidoo App and any support or maintenance in respect of the Eidoo App. The Store Provider will have no obligation to provide any maintenance or support services with respect to the Eidoo App.

We, not the Store Provider, will be solely responsible in the event that the Eidoo App does not comply with any promises (including any promises made in respect of its functionality, suitability or fitness for purpose). To the maximum extent permitted by law, the Store Provider will not be responsible to you for any claims in relation to the Eidoo App.

In the event of any claim that the Eidoo App infringes another person's intellectual property rights, we, not the Store Provider, will be solely responsible for investigating, defending, settling or otherwise dealing with any such intellectual property infringement claim.

You acknowledge that: you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and you are not listed on any U.S. Government list of prohibited or restricted parties.

The Store Provider (and members of its corporate group) are third party beneficiaries under these Terms of Service and have the right to enforce these Terms of Service against you.

13. Other Third-Party Services

In order to provide you with better user experience, the Eidoo Wallet may enable you to access features, functionalities or services which are provided by third parties including cryptocurrency exchange aggregators and decentralised lending platforms (Third Party Services).

In connection with your use of those Third Party Services via the Eidoo Wallet, you agree and acknowledge that:

- 1) the Third Party Services are made available to you on an "as-is" basis. We have no control over the Third Party Services and shall have no liability to you in connection with those Third Party Services.
- 2) your use of those Third Party Services may be subject to the terms and conditions of those third-parties and you agree to comply with those terms and conditions.
- 3) the information received from the Third Party Services and displayed on the Eidoo Wallet may be incorrect, incomplete and/or out of date.

if you have any questions or require any assistance in connection with a Third Party Service, please email us at support@eidoo.app and we will direct you to the relevant third party for assistance.

- 4) we are not your broker, intermediary, agent, or advisor with respect to any action you take or intend to take in connection with the Third Party Services.
- 5) the Third Party Services may be subject to fees and charges imposed by the third parties. You shall be responsible for paying those fees and charges to the relevant third parties.
- 6) we have no liability to you in connection with Third Party Services in relation to any loss caused as a consequence of any of the previous points and we are not otherwise liable in relation to any loss caused by Third Party Services, so long as we have acted in good faith. We do not guarantee that your access to the Third Party Services via the Eidoo Wallet will always be available or uninterrupted. We may suspend, withdraw or restrict the access to all or any part of Third Parties Services via the Eidoo Wallet for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

14. Rules of Acceptable Use

In addition to the other requirements within these Terms of Service, this section describes specific rules that apply to your use of the Eidoo Wallet (the "Rules of Acceptable Use"). When using the Eidoo Wallet you must not:

- 1) manipulate or attempt to manipulate any cryptoasset market in any way;
- 2) circumvent, disable or otherwise interfere with any security related features of the Eidoo Wallet;
- 3) permit another person to use the Eidoo Wallet on your behalf unless such person is authorised by you;
- 4) use the Eidoo Wallet if we have suspended or banned you from using it;
- 5) advocate, promote or engage in any illegal or unlawful conduct, including any criminal activity, fraud or money laundering, or conduct that causes damage or injury to any person or property;
- 6) modify, interfere, intercept, disrupt or hack the Eidoo Wallet;
- 7) misuse the Eidoo Wallet by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the Eidoo Wallet or any user of the Eidoo Wallet's own equipment;
- 8)) collect any data from the Eidoo Wallet other than in accordance with these Terms of Service; 9 use any automated system, including without limitation "robots", "spiders" or "offline readers" to access the Eidoo Wallet in a manner that send more request messages to the Eidoo Wallet than a human can reasonably produce in the same period of time.

We may monitor the transactions you execute through the Eidoo Wallet and perform checks on the cryptoassets in the wallet that you manage using the Eidoo Wallet to ensure that you comply with the Rules of Acceptable Use, including to ensure that the cryptoassets in your wallet are are not used in an illegal manner, and not purchased with funds obtained illegally.

Failure to comply with Rules of Acceptable Use constitutes a serious breach of these Terms of Service, and may result in our taking all or any of the following actions (with or without notice):

- 1) immediate, temporary or permanent withdrawal of your right to use our Eidoo Wallet;
- 2) issuing of a warning to you;
- 3) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- 4) disclosure of such information to law enforcement authorities as we reasonably feel is necessary. The responses here described in the last paragraph are not limited, and we may take any other action we reasonably deem appropriate.

15. Ending our relationship

You may immediately end your agreement with us by contacting us at support@eidoo.app. If at any time you do not feel that you can agree to these Terms of Service or any changes made to the Terms of Service or the Eidoo Wallet, you must immediately stop using the Eidoo Wallet.

We may immediately end your use of the Eidoo Wallet if you break the Rules of Acceptable Use, any other important rule(s), or terms and conditions we set for accessing and using the Eidoo Wallet including these Terms of Service, or:

1 you break the Rules of Acceptable Use, or any other important rule(s), or terms and conditions we set for accessing and using the Eidoo Wallet, including these Terms of Service;

2 you stop using the Eidoo App;

3 we are unable to complete any diligence checks on you, the transactions you make, or if we otherwise suspect that you are using acting in an unlawful manner.

We may also withdraw the Eidoo Wallet as long as we give you reasonable notice that we plan to do this, or immediately if required to comply with applicable law.

If you or we end your use of the Eidoo Wallet or we withdraw the Eidoo Wallet as described in this section, you will lose any rights you have to use the Eidoo Wallet. This will not affect your right to use your wallet; however, if you delete the Eidoo Wallet from your Device, or disable any security settings on your Device, your wallet will no longer be "paired" to your Device and your Public and Private Key Pair will be removed from your Device's storage. We will not offer you compensation for any losses you might suffer as a result.

The termination of your use of the Eidoo Wallet shall not affect any of your obligations to pay any sums due to us.

Nothing in this clause affects any legal rights you may have under the law of the country in which you are resident.

16. Our liability/responsibility to you

While we do our best to ensure that the features and functionalities of the Eidoo Wallet are of a reasonably satisfactory standard and match any descriptions we have provided to you. However, the Eidoo Wallet facilitates your access to applications, services and networks operated by third parties that are beyond our control. As we do not own or produce such third party applications, services or networks, we cannot be responsible for them in any way or promise that the Eidoo Wallet will always be compatible with such third party services.

We will do our best to ensure that any elements of the Eidoo Wallet that require a connection to the Internet and compatible networks will always be available to you. However, due to the nature of the Internet, the compatible networks and technology in general, any such features of the Eidoo Wallet may be unavailable if we need to undertake any emergency or scheduled maintenance on our systems. This means that we are unable to promise that your use of those features of the Eidoo Wallet will always be uninterrupted, without delays, error-free or meet your expectations. We will notify you of any planned outages; however, we may not be able to do this if any outages are caused by circumstances outside of our control. To the extent we are able to do so, we exclude any commitments that may be implied by law. In the event of claims arising out of the provision of the Eidoo Wallet, our responsibility to you will never be more than the amount you have paid us, in the event that you have not paid us any money, we shall have no responsibility whatsoever to you.

In every case, we will never be responsible for any loss or damage that is not reasonably foreseeable or that is caused by a failure by you to comply with these Terms of Service. Loss or damage is foreseeable if

either it is obvious that it will happen or if, at the time you downloaded the Eidoo Wallet, both we and you knew it might happen.

The above does not affect your rights under the applicable law of the country in which you are resident, including our responsibility to you for any personal injury or death caused by our negligence, or if we deliberately breach our commitments in these Terms of Service.

17. Resolving disputes

We hope you enjoy your use of the Eidoo Wallet. If, however, you have a complaint or dispute with us relating to the Eidoo Wallet, in the first instance please contact us at legal@eidoo.app, so that we can try to resolve the dispute informally.

In the unlikely event that we have not been able to resolve a dispute informally, we will then discuss and agree with you the most effective way of resolving our dispute.

18. Changes to the Eidoo Wallet

We are constantly updating and improving the Eidoo Wallet to try and find ways to provide you with new and innovative features and services. Improvements and updates are also made to reflect changing technologies, tastes, behaviours and the way people use the Internet and the Eidoo Wallet.

In order to do this, we may need to update, reset, stop offering and/or stop supporting a particular part of the Eidoo Wallet, or feature relating to the Eidoo Wallet ("changes to the Eidoo"). These changes to the Eidoo Wallet may affect your past activities on the Eidoo Wallet and certain features that you use ("Service Elements"). Any changes to the Eidoo Wallet could involve your Service Elements being deleted or reset; however, this will not affect your Public and Private Key Pair or wallet.

You agree that a key characteristic of the Eidoo Wallet is that changes to the Eidoo Wallet will take place over time and this is an important basis on which we grant you access to the Eidoo Wallet. Once we have made changes to the Eidoo Wallet, your continued use of the Eidoo Wallet will show that you have accepted any changes to the Eidoo Wallet. You are always free to stop using the Eidoo Wallet.

We agree to exercise such rights of amendment and update provided in this clause in good faith and only to the extent permitted by law. We will give you advance notice of any change to these Platform Terms of Service except that we may not give advance notice where required by applicable law or where the changes would not be to your detriment.

19. Changes to the documents and novation

We may revise these Terms of Service from time to time but the most current version will always be at https://xxx/. We will notify you of any changes by email and by placing a notification on our website, and your continued use of our services or products shall be deemed acceptance of any such changes.

Changes will usually occur because of new features being added to the Eidoo Wallet, to reflect changes in the law or where we need to clarify our position on something.

Normally, we will try to give you some warning before the new terms become effective. However, sometimes changes will need to be made immediately and if this happens we will not give you any notice For example, this may be due to (but not limited to) changes to relevant law or regulation, changes required by any regulatory or tax authority or industry guidance or codes of practice, changes in the way

cryptoassets and their markets work, or changes otherwise beyond our reasonable control. Where we do not give you advance notice of a change, we will seek to inform you as quickly as practicable after the changes have been made.

We may also appoint another entity within the Group to take over our rights and obligations under these Terms of Service (the "New Entity"), and we may transfer by way of novation our rights and obligations under these Terms of Service to the New Entity and you consent to such novation. As soon as reasonably practicable, we shall notify you of the effective date of any such novation. From such effective date, all references in these Terms of Service to "Eidoo", "we", "us", or "our" shall be deemed to be references to the New Entity. The Eidoo Group for these purposes refers to Eidoo, any parent entity and holding company of Eidoo and any subsidiary of such a parent entity and holding company.

If you do not agree with any change to these Terms of Service or any novation, then you must notify us immediately by emailing us at support@eidoo.app. We will deem any such notification termination of your agreement with us under these Terms of Service, and so ending our relationship in accordance with clause 18.

20. Documents that apply to our relationship with you

These Terms of Service, as amended from time to time, contain the only terms and conditions that apply to our relationship with you in relation to the services described herein.

We intend to rely on these Terms of Service as setting out the written terms of our agreement with you for the provision of the Eidoo Wallet. If part of the Terms of Service cannot be enforced then the remainder of the Terms of Service will still apply to our relationship.

If you do not comply with these Terms of Service and we do not take action immediately, this does not mean we have given up any right we have and we may still take action in the future.

21. Severability

If any provision of these Terms of Service is judged to be illegal, invalid, void or otherwise unenforceable, this will not affect the continuation in full force and effect of the remainder of the provisions of these Terms of Service.

22. Law

English law will apply to all disputes and the interpretation of these Terms of Service. The English courts will have non-exclusive jurisdiction over any dispute arising from or related to your use of the Eidoo Wallet. This does not affect your rights under the law of the country in which you are resident, including (where applicable) your right to have a dispute in relation to your use of the Eidoo Wallet heard in the courts of that country.

23. Contact, feedback and complaints

If you need to contact us in relation to these Terms of Service or any other document mentioned in them, please email us at support@eidoo.app.

We value hearing from our users, and are always interested in learning about ways we can improve the Eidoo Wallet. By providing your feedback you agree that you are giving up any rights you have in your

feedback so that we may use and allow others to use it without any restriction and without any payment to you.

Communications between us under any terms and in relation to any products shall be in English. You may communicate with us in accordance with procedures notified to you by us (including security procedures and use of passwords). Should we receive a communication or instruction which purports to be from you, we are entitled, but are not obliged, to rely on and conclusively presume that such communication or instructions have been given by you.

You accept that we are deemed to have received any email correspondence at the time we access it. You accept that there may be a delay in responding to correspondence received. You also acknowledge and accept the risks inherent in email, particularly of its unauthorised interception and of its not reaching the intended recipient.

Although we take reasonable care to ensure all electronic communications and attachments we send to you are free from any known virus or bug, we will not be responsible for any loss or damage resulting from any attack by a third party on our systems, any computer virus or any other malicious or technologically harmful material that may infect your computer equipment, computer programs, data or other material due to your use of our service.

As long as we act reasonably, you authorise us to rely on instructions by whatever means transmitted which appear or purport to be sent by or authorised by you. We may record and monitor conversations we have with you.

24. Risks when trading cryptoassets

Holding and participating in cryptoassets involves a high degree of risk. We set out below an overview of some of the types of risk, however, this list is not exhaustive and you must only use the our services after taking an independent assessment of the potential risks involved. Please note that there may be other risks in addition to those outlined below in relation to your holding or participating in cyptoassets, and there may be further risks that arise in the future.

Cryptoassets risks. Cryptoassets are a new asset class and as such represent a high-risk investment. Risks include but are not limited to: hacking, fraud, glitches, regulatory changes, abandonment of a cryptoasset, volatility, information asymmetry, general economic risks, and unanticipated changes. The value and liquidity of cryptoassets may be subject to large fluctuations, and is affected, for example, by legislative and regulatory changes, and the willingness of market participants to participate in the dealing with and acquisition of such cryptoassets. In addition, fraud or cyber-attacks can result in technical difficulties which could prevent the access to or use of your cryptoassets. For the avoidance of doubt, we do not provide any advice to you regarding your investment in or holding of cryptoassets. Accordingly, it is your obligation to understand the specific risks of the cryptoassets in which you participate. Viruses. To our knowledge, we will not provide you with software which contains any malicious code, program, or other internal component (e.g. computer virus, computer worm, computer time bomb, or similar component) (together, a "Virus"). However, you accept that the nature of the Services means under there is a risk of software containing a Virus. As such, by using the Services you agree to perform your own checks for a potential Virus and to provide us with reasonable assistance in identifying and remedying any Virus. To the extent that you interact with software provided by or on behalf of a third party, you accept that we cannot check such software for a Virus and as such we cannot take responsibility for checking any such software.

Blockchain risks. We do not own or control the underlying software protocols which govern the operation of cryptoassets or the blockchain on which they are held. These are generally open source and anyone can use, copy, modify, and distribute them. We are not responsible for the operation of the underlying

protocols and we cannot guarantee their functionality, security, or ongoing availability. You acknowledge and accept the risk that underlying software protocols relating to any cryptoassets you control through the Services may change or cease to be available.

Transaction risks. We have no control over, and do not accept liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of our Services). By undertaking transactions, you risk incurring losses due to fraudulent or accidental transactions, which may not be recoverable as transactions may be irreversible. We are not responsible for ensuring that a third party buyer or a seller you transact with will complete the transaction or is authorised to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party using cryptoassets transferred using the Services, or if you have a dispute with such third party, you should resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify us (see section 26). However, you acknowledge that we will have no obligation to take any action in response to such notification.

Interoperability risks. Where you use our Services or software to interact with other third party software providers, you accept that there may be additional risks in relation to such other software, that it is your responsibility to assess the suitability and appropriateness of any such software and any loss caused by such use is not our responsibility.

Exchange risks. There are risks when dealing with exchanges. For example, they may be hacked, may face solvency issues, may be the subject of fraud or may be negligent in carrying out transactions. In addition, an exchange may reject any transaction or the provision of any cryptoassets by us for any or no reason. You accept that where you ask us to deal with an exchange, any such dealings will be subject to the risks relating to that exchange. By making any such request, you therefore represent to us that you have carefully considered and accept the risks of using the exchange. You also acknowledge, for the avoidance of doubt, that to the extent permitted by law we are not responsible in the event that any risk materialises in respect of any such dealings with exchanges.

Third party risks. Where we are operating in conjunction with third parties and/or any third party systems, you may be subject to the risks relevant to that third party. You accept that, in instructing us to deal with third parties, you are aware of the risks involved, and that you, and not we, accept the risks involved in dealing with that third party and all liability arising thereof.

25. Miscellaneous

No waiver of any part of these terms shall be effective unless in writing and executed by the us. No failure or delay by a party to exercise any right, power or remedy under these terms shall operate as a waiver of that right, or any other right, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right or any other right, power or remedy.

We may delegate the provision of any aspects of our services, so long as we take due skill and care in selecting and overseeing our delegee.

These terms constitute the agreement between the parties in relation to the use of the Eidoo Wallet and, together with the EidooCard Terms of Service (both as amended from time to time) constitute the entire agreement between the parties in relation to their subject matter, and supersedes any prior agreement or arrangement in respect of its subject matter. You accept that, separately, the [Contis Financial Services Ltd Terms of Service, or the UAB "Finansinės paslaugos "Contis" terms of service] constitute the agreement between the parties, (as relevant), will apply as a separate agreement (as amended from time

to time) in relation to the prepaid card and e-money issued by Contis Financial Services and UAB "Finansinės paslaugos "Contis" respectively. In addition:

neither you nor we have entered into these terms in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out in these terms; the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into these terms and which is expressly set out in these terms will be for breach of; and

nothing in these terms will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

We will always endeavour to act in your best interests as our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will take appropriate steps to manage the conflict of interests as fairly as reasonably possible.