

Magnum Wallet Terms of Service

Last Updated: October 16, 2018.

Please read this terms of use agreement (the “terms”) carefully as they form a binding legal agreement between you and COMMUNITY SERVICES WORLDWIDE L.P.(“Magnum Wallet” or “we”: and its derivatives). This site, and any other sites of Magnum Wallet (collectively, the “site”), and the information on it are controlled by Magnum Wallet. These terms govern the use of the site and apply to all visitors to the site as well as other services and resources available or enabled via the site, (each a “service” and collectively, the “services”, which term includes the software and the site unless explicitly set forth below).

Section 10 of the terms contains an arbitration agreement which will, with limited exceptions, require disputes between you and Magnum Wallet to be submitted to binding and final arbitration. Unless you opt out of the arbitration agreement: (1) you will only be permitted to pursue claims and seek relief against us on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding; and (2) you are waiving your right to seek relief in a court of law and to have a jury trial on your claims.

Magnum Wallet may modify these Terms at any time and in our sole discretion. If we do so, we will change the “Last Updated” date at the beginning of these Terms and, as available, inform you through or within the Services. By Continuing to use the Site or Services following the release of updated Terms you consent to such updated Terms. We invite you to check this page regularly for updates to the Terms.

1. Use of the Services.

The Software, the Site, the Services, and the information and content available therein (“Magnum Wallet Content”) are protected worldwide by copyright laws. Subject to the Terms, Magnum Wallet grants you a limited license to reproduce portions of Magnum Wallet Content solely as required to use the Services for your personal or internal business purposes. Unless otherwise specified by Magnum Wallet in a separate license, your right to use any Magnum Wallet Content is subject to these Terms. Magnum Wallet is not a bank or financial institution and does not provide investment or financial advice or consulting services to users of the Services. We are solely the provider of the Services.

1.1. Magnum Wallet Software.

Use of the Software is governed by these Terms. Magnum Wallet delivers the Software via Magnum Wallet site <https://app.magnumwallet.co>. Subject to your compliance with the Terms, Magnum Wallet grants you a non-assignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the Software on computers you own or control solely for your personal or internal business purposes. Because the Software is locally installed, you are responsible for the security of the device on which it is installed, including ensuring that you keep anti-virus software current and otherwise protect the device on which the Software is installed against malware. Magnum Wallet is not responsible for any loss or

damages – including loss of funds or lockout from accounts accessed via the Software – resulting from your failure to keep the device on which the Software is installed safe and free of any malware. Magnum Wallet cannot recover passwords or unlock account information stored on the Software in any circumstances, including if the Software is compromised by malware on your computer, and it is your sole responsibility to take all reasonable precautions to secure and backup your copy of the Software and the information stored on it.

1.2. Updates.

The Software and Services are evolving and you may be required you to accept or install updates to the Software or Services, or update third party software (i.e., browsers or OS) in order to keep using the Software or Services or access their latest features, including security updates. We may update the Software and Services at any time, without providing notice.

1.3. Certain Restrictions.

By accessing the Services, you agree not to: (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or Magnum Wallet Content, or any portion thereof, including on a service bureau or equivalent basis; (b) frame or enclose any trademark, logo, or other Magnum Wallet Content, (including images, text, page layout or form); (c) use any meta tags or other “hidden text” using Magnum Wallet name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services or Software (except to the extent this restriction is expressly prohibited by applicable law); (e) use any manual or automated software, devices or other processes (including spiders or other data mining tools) to “scrape” or download data from any web pages in the Site (except that we grant operators of public search engines revocable permission to do so for the sole purpose of creating publicly available searchable indices (but not caches or archives) of such content); (f) access the Site, Services, or Software in order to build a similar or competitive Site, Services, or Software; (g) copy, reproduce, distribute, republish, download, display, post or transmit any Magnum Wallet Content except as expressly permitted herein; and (h) remove or destroy any copyright notices or other proprietary markings contained on or in the Services or Magnum Wallet Content. Magnum Wallet, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Services terminates the licenses granted by Magnum Wallet herein.

1.4. Third-Party Services.

The Services may incorporate, or may provide access to, applications or materials that are hosted by another party, including digital currencies such as Ethereum and Bitcoin or cryptocurrency exchanges such as Changelly and ShapeShift (collectively, “Third Party Services”). You agree that it is impossible for Magnum Wallet to monitor Third Party Services and that you access them at your own risk. Do not share any credential, private key, or other sensitive information with any third party without validating their legitimacy. To the extent Third Party Services incorporated into or linked to from the Services (i.e.,

communications functionality) have terms that differ from these Terms, you may be required to agree to those terms in order to access the Third Party Service. We do not control the terms, policies, or performance of any third party, and are not responsible for any performance, or failure to perform, of any Third Party Services, including with respect to exchange rates, processing of transactions, and similar activities.

1.5. Necessary Equipment and Software.

You must provide all equipment and software necessary to connect to use the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing or using the Services.

2. Ownership.

2.1. Generally.

Magnum Wallet and its suppliers own all right, title and interest in and to the Site, Services, Software, and Magnum Wallet Content. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, the Services, or Magnum Wallet Content.

2.2. Trademarks.

COMMUNITY SERVICES WORLDWIDE L.P., and other related graphics, logos, service marks and trade names used in connection with the Services and the trademarks of Magnum Wallet and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Site or Services are the property of their respective owners.

3. User Conduct.

You may not use the Services for any purpose that is prohibited by the Terms or applicable law. You will not take any action or make available any content on or through the Services that: (a) infringes any intellectual property rights of any person or entity; (b) is unlawful, threatening, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, or offensive; (c) is unauthorized or unsolicited advertising, junk or bulk e-mail; (d) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (e) impersonates any person or entity, including any employee or representative of Magnum Wallet; (f) interferes with the proper functioning of the Services; (g) engages in any potentially harmful acts directed against the Services, including violating any security features of the Services, introducing viruses, worms, or similar harmful code into the Services; or (h) attempts to do any of the foregoing.

4. Investigations.

Although Magnum Wallet does not generally monitor user activity on the Site or Services. If Magnum Wallet becomes aware of any possible violations by you of any provision of the Terms, Magnum Wallet may investigate such violations, at its sole discretion, take any of the actions set forth in Section 10 below.

5. Third-Party Properties.

The Services may contain links to third-party websites and applications (collectively, “Third-Party Properties”). When you click on a link to a Third-Party Property, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or application. Magnum Wallet provides these Third-Party Properties only as a convenience and does not make any representations with respect to Third-Party Properties, or their products or services. You use Third-Party Properties at your own risk. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Properties, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

6. Indemnification.

You agree to indemnify and hold Magnum Wallet, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the “Magnum Wallet Parties”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) your use of, or inability to use, the Services; (b) your violation of the Terms; (c) your violation of any rights of another party, including any other users of the Services; or (d) your violation of any applicable laws, rules or regulations. Magnum Wallet may, at its own cost, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Magnum Wallet in asserting any available defenses. This provision does not require you to indemnify any Magnum Wallet Party for any fraud, gross negligence, or willful misconduct in connection with the Services.

7.Disclaimer of Warranties.

7.1. As is.

The site, services and software are provided on an “as is” and “as available” basis, with all faults, and Magnum 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, and software, 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.

7.2. Third party conduct.

Magnum Wallet is not liable, and you agree not to seek to hold Magnum Wallet liable, for the conduct of third parties on or accessed via the services, including operators of third party services and third party properties and other users of the services, and that the risk of injury from such third parties rests entirely with you.

8. Limitation of Liability.

8.1. Disclaimer.

In no event will Magnum Wallet be liable for any lost profits, revenue or data, indirect, incidental, special, or consequential damages, or damages or costs due to loss of production or use, business interruption, or procurement of substitute goods or services arising out of or in connection with the services, whether or not Magnum Wallet has been advised of the possibility of such damages, and regardless of the theory of liability asserted.

8.2. Cap on Liability.

Under no circumstances will Magnum Wallet be liable to you for damages arising out of the services exceeding \$500.

8.3. Exceptions.

The limitations in Sections 8.1 and 8.2 will not apply to damages caused by the fraud, gross negligence, or willful misconduct of Magnum Wallet, or to the extent such limitations are precluded by applicable law (in which case Magnum Wallet's liability will be increased to the minimum amount required to comply with such law).

9. Term and Termination.

9.1. Term.

The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect for so long as you access or use the Site, Services, or Software, unless terminated earlier in accordance with this Section 9.

9.2. Termination by Magnum Wallet.

Magnum Wallet may, at any time and for any reason, cease providing any or all of the Services.

9.3. Termination by You.

Except as set forth in Section 9.4, these Terms will be of no further force and effect with respect to you if you cease all use of the Services and Software and no longer visit the Site.

9.4. Effect of Termination.

Upon termination of any Service, your right to use such Service will automatically terminate immediately. Magnum Wallet will not have any liability whatsoever to you for any suspension or termination. All provisions of the Terms which by their nature should survive termination of Services will do so, including Sections 2, 6, 7, 8, 9.4, 10 and 11.

10. Dispute Resolution.

Please read this Section 10 (the "Arbitration Agreement") carefully. It requires you to arbitrate disputes with Magnum Wallet and limits the manner in which you can seek relief.

10.1. Applicability of Arbitration.

You agree that any dispute or claim relating in any way to your access or use of the Site, Services, or Software, or to any aspect of your relationship with Magnum Wallet, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Magnum Wallet may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement will apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.

If you agree to arbitration with Magnum Wallet, you are agreeing in advance that you will not participate in or seek to recover monetary or other relief in any lawsuit filed against Magnum Wallet alleging class, collective, and/or representative claims on your behalf. Instead, you may bring your claims against Magnum Wallet in an individual arbitration proceeding. If successful on such claims, you could be awarded money or other relief by an arbitrator. You acknowledge that you have been advised that you may consult with an attorney in deciding whether to accept these terms, including this arbitration agreement.

10.2. Waiver of Jury Trial.

You and Magnum Wallet hereby waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury. You and Magnum Wallet are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in Section 10.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

10.3. Waiver of Class or Consolidated Actions.

All claims and disputes within the scope of this arbitration agreement must be arbitrated on an individual basis and not on a class basis, only individual relief is available, and claims of more than one customer or user cannot be arbitrated or consolidated with those of any other customer or user. Notwithstanding anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes will be resolved in a court as set forth in Section 10.7.

10.4. 30-Day Right to Opt Out.

You have the right to opt out of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: COMMUNITY SERVICES WORLDWIDE L.P., 44 of Main Street, Douglas, South Lanarkshire, ML110QW, Scotland or via email at support@magnumwallet.co, within 30 days after first becoming subject to this Arbitration

Agreement. Notice must include your name and address and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of the Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

10.5. Severability.

If any part of this Arbitration Agreement is found under the law to be invalid or unenforceable, then such part will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

10.6. Survival of Agreement.

This Arbitration Agreement will survive the termination of your relationship with Magnum Wallet.

10.7. Modification.

Notwithstanding any provision in this Agreement to the contrary, we

agree that if Magnum Wallet makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to Magnum Wallet.

11. General Provisions.

11.1. Electronic Communications.

Communications between you and Magnum Wallet use electronic means, whether made via the Site or Services or sent via e-mail, or whether Magnum Wallet posts notices on the Site or Services. For contractual purposes, you (1) consent to receive communications from Magnum Wallet in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Magnum Wallet provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

11.2. Assignment.

The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Magnum Wallet' prior written consent.

11.3. Force Majeure.

Magnum Wallet will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

11.4. Questions, Complaints, Claims.

If you have any questions, complaints or claims with respect to the Site, Services or Software, please contact us at: dpo@magnumwallet.co. We will do our best to address your concerns.

11.5. Governing Law

The terms and any action related thereto will be governed and interpreted by and under the laws of the state of delaware, consistent with the federal arbitration act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The united nations convention on contracts for the international sale of goods does not apply to these terms.

11.6. Waiver.

Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.7. Severability.

If any portion of these Terms is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.

11.8. Entire Agreement.

These Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.