

TTM Wallet

TERMS OF USE

Last updated: October 1, 2020

Please read these Terms of Use (“Terms”) carefully before using any services, provided by btc2wire OÜ, a legal entity incorporated under the laws of Estonia (“Company”) including but not limited to TTM Wallet mobile application (“App”), and the TTM Wallet website, integrated with the App (“Website”).

If you do not agree with these Terms, you may not access or use the App or any Services provided on the App. All information and Services provided on the App are provided on a strictly “as-is” basis without any warranty whatsoever.

1. Overview

1.1. The Company provides you with access to a non-custodial wallet for your virtual assets, and other additional services (“Services”) in the App.

The Company does not store any private keys.

The Company is not responsible for the security of your virtual assets and the security of your access to the App. Please do not share the mnemonic phrase generated by the App for you and keep it secure.

1.2. This Section 1 of the Terms provides you with a brief overview of the Terms. However, by agreeing to the Terms you signify your acceptance with the Terms in their entirety. Please consider reading the entire text of the Terms.

2. Terms Status and Acceptance,

2.1. These Terms constitute a legally binding agreement between you and the Company.

2.2. These Terms apply to any and all Services, information, texts, and other products, offered on the App.

2.3. By accessing the App or ticking the “I agree to the Terms of Use and Privacy Policy” checkbox, you agree to be bound by these Terms and confirm that you have read, understood, and accepted all the provisions of these Terms, as well as provisions of our Privacy Policy.

2.4. Please do not access or use the App if you have not read, understood, and accepted all the provisions of these Terms.

2.5. The Company may change, remove, or add the context of the Terms and reserves the right to do so in its sole discretion. All new and/or revised provisions of the Terms take effect immediately and apply to your use of the App from that date on. Please, check these Terms regularly to be aware of all current provisions of these Terms.

2.6. The Company will notify you about significant changes in these Terms by posting a notification on the App.

2.7. You can review the most current version of the Terms using the Terms of Use link on the bottom of the App. If you continue to use the App after the Company makes changes to the Terms, you are signifying your acceptance of the new and/or revised Terms.

2.8. These Terms, including our Privacy Policy, any and all notices, notifications, disclaimers construe an entire agreement between you and the Company.

3. The Services

3.1. The Company provides you with the services of a non-custodial virtual currency wallet (“Wallet”) by providing you with access to a virtual currency wallet to which you hold the keys.

The Wallet will allow you to receive and send virtual currencies supported by the App (the list of which is available in the App) from third parties without downloading any additional specialized virtual currency-based software or applications.

You shall be solely responsible for keeping your private key secure and the Company will not at any point be liable for its security. We do not have access to your private key and therefore cannot assist you with its retrieval if it is lost.

3.2. The Company does not store or transmit your virtual currencies.

For any transaction with virtual assets to be completed, it must be recorded in an associated public blockchain. The Company has no control over such ledgers. Due to the nature of distributed ledgers, there shall be no cancellations or refunds.

You are solely responsible for the accuracy of information used to deposit, withdraw, or send virtual assets from your Wallet.

3.3. We may provide you with a display of a fiat equivalent of your Wallet’s balance using the information provided by third-party services, such as Coinmarketcap or CryptoCompare. It shall be provided for information purposes only and shall not construe a proposal or promise of any kind.

3.4. The Company may provide other services in the App and the terms of their provision shall be available in the App.

3.5. The Company may provide the Services through the Website that is integrated with the App.

4. Eligibility

4.1. To access Services, you must download the App on your mobile phone.,

4.2. The Services and the use of the App are available to natural persons or legal entities, that:

4.2.1. are at least 18 years of age (for natural persons);

4.2.2. are dully organized (for legal entities) and the person accessing the App is dully authorized to represent such legal entity;

4.2.3. have the capacity to enter into a legally binding contract and use the App, and are not prohibited to do so and use the Services by the Applicable Law or any other laws that may apply.

4.3. You cannot use the Services if it is prohibited under the laws of your citizenship, residence, or jurisdiction of incorporation.

5. Wallet

5.1. You may start using the Services by downloading the App and creating either a new Wallet or importing an existing virtual asset wallet to the App.

5.2. When creating a new Wallet in the App, your phone will generate a 12-part (12-word) mnemonic phrase to you. This phrase shall be used to access your Wallet.

You are solely responsible for keeping your mnemonic phrase secure. It can be used to access your Wallet from any third-party wallets, so please keep it confidential. Once the

mnemonic phrase is generated, the Company shall not have access or any records of it, so we cannot assist you with its retrieval if it is lost or if you forget it.

We also cannot generate a new mnemonic phrase for you and you cannot change it. Please consider saving your mnemonic phrase in a secure manner, to which you will not lose access.

If you have not safely stored your mnemonic phrase or your private keys, you acknowledge and agree that you may lose access to your Wallet and your virtual assets. The Company shall not be liable to you for any kind of damage or losses you suffer because of it.

6. User Conduct

6.1. When using the Services, you must:

6.1.1. keep your mnemonic phrase and private key confidential and secure;

6.1.2. not attempt to deposit virtual assets that are not supported by the App;

6.1.3. not attempt to gain access to other persons mnemonic phrases and private keys;

6.1.4. not attempt to jeopardize the cybersecurity of the App or other critical components of the Company's information technology infrastructure;

6.1.5. not violate these Terms, the Applicable Law or any other laws that may apply to your use of the Services

7. Fees

7.1. The use of the Services is currently free of any charges. The Company reserves the right to enact a fee schedule to the Services at any time.

8. Intellectual Property Notice

8.1. The Company may produce and display content ("Content") in the App or on the Website, which includes but is not limited to information, texts, images, video, and audio files.

8.2. The Content does not constitute any form of investment advice, financial advice, trading advice, or any other sort of advice unless specifically mentioned otherwise and should not be construed as such. The Company shall not hold liability for any actions that arise from its Content.

8.3. All components, Content, the App, the Website as a whole belong to the Company and are protected with, including, but not limited to copyright, trademarks, trade secrets. All rights reserved.

8.4. You must not reproduce, reprint, publish, modify, distribute, display, transmit, license, transfer or otherwise exploit Content or technology from the App and the Website without the Company's prior written consent or if stated otherwise elsewhere. You may use the part of the App's source code that is published by the Company and intended to be used under an open-source license.).

8.5. Violation of any of the intellectual property rights of the Company is strictly prohibited.

9. Third-Party Services

9.1. The App may contain links to third-party apps, websites, or services (or be integrated with them) that are not owned or controlled by the Company.

9.2. The Company has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. The Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be

caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

9.3. For more information, please read these companies' public policies.

10. Confidentiality & Privacy Policy

10.1. We process your information in accordance with our Privacy Policy that is available on the bottom of the App and is an integral part of these Terms.

10.2. Some of the information on your use of the App may be stored in the encrypted format on your terminal equipment.

11. Disclaimers & Limitations of Liability

11.1. For non-performance or improper performance of their obligations under these Terms, the Company and you shall be liable in accordance with these Terms and the Applicable Law, unless otherwise provided hereby.

11.2. The App, Content, and Services are provided without any guarantees, conditions, or warranties as to its accuracy, quality, and fit for a particular purpose or need. The Company does not guarantee that the App and Services are error-free, reliable, or will operate without interruption.

11.3. The App and the Services are provided to you on the "AS-IS" basis.

11.4. The Company shall not be liable for the use or inability to use the App and Services.

11.5. In no event shall the Company, its officers, directors, employees, agents, third-party service providers be liable to you or any other person or entity for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever, including any that may result from (i) the accuracy, completeness, or content of this App, (ii) the accuracy, completeness, or content of any apps, websites or services linked (through hyperlinks, banner advertising or otherwise) to the App, (iii) the Services found at the App or any websites linked (through hyperlinks, banner advertising or otherwise) to this App, (iv) personal injury or property damage of any nature whatsoever, (v) third-party conduct of any nature whatsoever, (vi) any unauthorized access to or use of Company's servers and/or any and all content, personal information, blockchain information or other information and data stored therein, (vii) any interruption or cessation of Services to or from the App or any websites linked (through hyperlinks, banner advertising or otherwise) to the App, (viii) any viruses, worms, bugs, trojan horses, or the like, which may be transmitted to or from the App or any websites linked (through hyperlinks, banner advertising or otherwise) to this App, (ix) any loss or damage of any kind incurred as a result of your use of the App or the Services found at the App, whether based on warranty, contract, tort, or any other legal or equitable theory, and whether or not the company is advised of the possibility of such damages, (x) losing access and/or unauthorized access to your Wallet, (xi) any errors or malfunctions caused by or otherwise related to any wallets used to deposit and withdraw virtual assets, (xii) malfunctions, breakdowns and abandonment of blockchain protocols, (xiii) changes in regulatory approaches or legal actions taken regarding the blockchain technology and virtual assets, (xiv) taxation and/or changes in tax system regarding virtual assets, (xv) advancements in cryptography, any technical advancements that may present risks to blockchain protocols, (xvi) unfavourable fluctuations of virtual assets, (xvii)

errors in the provision of Services; (xviii) other risks associated with purchasing, holding, and transferring virtual assets, and using the App and Services.

11.6. The Company shall not be liable for any events that may include but are not limited to civil, criminal, and administrative actions that may arise from you using blockchain and virtual assets if such use is forbidden or otherwise limited in your country.

11.7. The Company, its officers, directors, employees, and agents do not provide investment advice, financial advice, trading advice, or any other sort of advice.

11.8. To the extent permitted by Applicable Law, you agree to defend, indemnify, and hold harmless the Company from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses arising from: (i) your use of and access to the App and Services; (ii) your violation of any term of these Terms; or, (iii) your violation of the Applicable Law, including any law, rule, or regulation, or the rights of any third party.

11.9. In case of any circumstances of insuperable force (i.e. events of extraordinary or insuperable nature) that have occurred and remain in effect beyond your and the Company's (the "Parties") control and that a Party could neither foresee nor prevent for objective reasons, if these circumstances prevent a Party from proper fulfilment of its obligations hereunder, the term for fulfilment of such obligations hereunder shall be extended for the period of the effect of such circumstances of insuperable force. The circumstances of insuperable force shall include wars and other military operations, earthquakes, floods, and other natural disasters, adoption of laws and regulations by state and local authorities, failure of power supply or communication system, or other similar circumstances that prevent the Parties from the proper fulfilment of their obligations hereunder.

12. Applicable Law & Dispute Resolution

12.1. These Terms are governed by the laws of Estonia ("Applicable Law").

12.2. You and the Company shall endeavor to resolve through negotiations all disagreements that may arise between you and the Company during the validity term hereof.

12.3. If the parties fail to reach an agreement on the dispute within 30 (thirty) calendar days, the dispute shall be submitted to the competent court under the Applicable Law.

13. Final Provisions

13.1. These Terms shall remain in force until terminated by the Company. The Company may terminate these Terms at any time at its own discretion without explaining the reasons for this decision.

13.2. If any questions have not been regulated by these Terms, they shall be regulated under the Applicable Law.

13.3. These Terms are a legally binding agreement and together with its other integral parts constitute an entire agreement between you and the Company.

13.4. In the event the App shall be available in multiple languages, the English version of the Terms shall prevail.

13.5. All provisions of these Terms applicable to the App shall apply to other means of providing Services, including the Website, unless specifically stated otherwise.

13.6. Should you have any comments, questions, or complaints, please contact us at support@tothemoon.game.