

Crypto Earn Program

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Pure Earn Terms and Conditions

1. General Provisions

1.1. Description of Service. Pure Earn is a feature within the Pure application ("App") and related functionality that permits eligible users ("Earn Users") to earn rewards on certain supported cryptocurrencies maintained in their Pure Earn Accounts ("Earn Accounts").

1.2. Contractual Agreement. These terms and conditions, and any others referenced or incorporated herein, constitute a legally binding contract between you, as an Earn User, and the Pure Operator entity as described below ("Relevant Entity") that provides you access to Pure Earn (the "Agreement"). This Agreement governs your access to and use of Pure Earn.

1.3. Relevant Entity. For purposes of this Agreement, the Relevant Entity providing the Pure Earn service and related Earn Accounts is:

- if you reside in any EEA country, Switzerland or in UK (except for Italy) – **Pure Wallet UAB**, incorporated in Lithuania, company number 30607267 with its registered address Giruliu street 20, LT-12123 Vilnius, Lithuania. Pure Wallet UAB is regulated by FCIS in Lithuania.
- if you reside in Italy – **Pure Wallet S.r.l.**, incorporated in Italy, company number MI-2663596 with its registered address at Largo Donegani 3, 20121 Milano, Italy. Pure Wallet Srl is registered with Organismo Agenti e Mediatori (OAM) N° PSV47.

Throughout this Agreement, references to "Pure Operator," "we," "us," and "our" mean the Relevant Entity, as applicable.

2. Eligibility. To be eligible to use Pure Earn, you must:

- Be an existing App user in compliance with the Pure Terms and Conditions and Pure Terms and Conditions Crypto as may be amended from time to time ("Pure TC");
- Be at least 18 years of age or the legal age of majority in the jurisdiction in which you reside;
- Not be a resident of Prohibited Countries;
- Not be subject to any sanctions imposed by any government, including without limitation those imposed by the United Nations, the European Union, any EU country, the UK Treasury, or the U.S. Office of Foreign Assets Control ("OFAC"); and
- Read, understand, and agree to our Pure TC, Privacy Policy and Cookie Policy.

Please note that we do not require that the cryptocurrencies that you want to allocate to an Earn Account to be purchased from Pure Operator, its affiliates, or through a Pure product or service.

Notwithstanding your meeting the eligibility criteria above, we reserve the right to refuse your request to use and access the Pure Earn service, including your ability to open an Earn Account, to suspend your access to Pure Earn, and terminate your Earn Account at any time in our sole discretion. Further, we reserve the right to change the eligibility criteria at any time. If we become aware that you are an ineligible Earn User or otherwise determine that that you are in violation of any applicable terms and conditions, we may delete your Earn Account immediately without notice and ban you from using any of our or our Affiliates' products and services. In addition to the other rights set forth herein and to those that may be available to us, you agree that you will indemnify and hold harmless Pure Operator

and its Affiliates from any legal or monetary consequences that arise from any unauthorized use, including without limitation, all uses associated with an ineligible Earn User.

3. Pure Earn Plans

3.1. General. Earn Users may earn rewards on certain supported cryptocurrencies that they allocate to and maintain in their Earn Accounts for a defined period of time ("Fixed Plan").

3.2. Fixed Plans.

3.2.1. Maximum Value. The Earn Plan may be a subject to an amount up to the maximum value specified by us from time to time (the "Maximum Value") as specified on our Website www.purewallet.app. In the event that we reduce the Maximum Value such that the aggregate value of the cryptocurrencies maintained across all of an Earn User's active Earn Plans exceeds the reduced Maximum Value, we will delay enforcement of the reduced Maximum Value until the expiration of the first Fixed Plan that brings the aggregate value of the cryptocurrencies maintained across all active Fixed Plans below the reduced Maximum Value.

3.2.2. Minimum Value. Each Fixed Plan may require a minimum amount of cryptocurrencies to be maintained ("Minimum Quantity") which varies and is disclosed on www.purewallet.app.

3.2.3. Plan Duration. Each Fixed Plan will be for a fixed duration ranging from three (3) to twelve (12) months. The rate at which Earn Users earn rewards ("Rewards Rate") shall apply for the duration of the Fixed Plan. We reserve the right to amend the terms of any Fixed Plan if such changes are immaterial and do not impact the potential rewards to be earned or the plan duration.

3.2.4. Rewards Accrual. Rewards will begin accruing on the cryptocurrencies allocated to and maintained in a Fixed Plan on the day after you allocate cryptocurrencies to your Earn Account. Rewards will accrue on a daily basis based on the value of the cryptocurrencies held in the Fixed Plan. No rewards will be earned on rewards already accrued and/or earned. Accrued rewards will be credited in the same cryptocurrency allocated to and held in the Fixed Plan every seven (7) days (beginning on the day after you first allocate such cryptocurrencies) to your Pure Crypto Account.

3.2.5. Withdrawal. You are not allowed to close a Fixed Plan or withdraw cryptocurrencies maintained in the same prior to its expiration.

3.2.6. No Automatic Renewal. Upon expiration of a Fixed Plan, the cryptocurrencies allocated to it will automatically be deallocated and transferred to your Pure Crypto Account.

3.3. Rights of Pure Operator. We reserve the right to and at any time, without liability to you to:

- Refuse your request to open an Earn Account;
- Change the eligibility criteria for registration or use of Pure Earn or an Earn Account;
- Close, suspend, limit, restrict, or terminate your access to Pure Earn, the App, or other products and services provided by our Affiliates; and
- Change, update, remove, cancel, suspend, disable, or discontinue any features, component, content, incentive, or referral plan of Pure Earn provided that we may not change the rewards rate, maturity date, or other material terms that impact your rewards accrual during the duration of any active Fixed Plan you have.

4. Prohibited Activities.

By accessing and using Pure Earn, you agree that you will not do any of the following:

- Engage in any activity that would violate or assist in the violation of any law, statute, regulation, or ordinance;
- Violate or breach any terms or conditions in this Agreement, any other agreement or Pure TC, our Privacy Policy, or our Cookie Policy;
- Provide us with any false, inaccurate, or misleading information or otherwise attempt to defraud us;
- Attempt to gain unauthorized access to our network, system, or websites or Earn Accounts other than your own;
- Decompile, disassemble, or otherwise reverse engineer our App, Pure Earn, or any other related product, program, or system or in any way infringe on our intellectual property rights including, but not limited to, copyrights, patents, trademarks, or trade secrets;
- Engage in any form of data mining, indexing, scraping, surveying, or otherwise with respect to our App, Pure Earn, or any other related product, program, or system; or
- Unduly burden or hinder the functionality and/or operation of any aspect of our App, Pure Earn, or any other product, program, or system offered, maintained, or provided by us or our affiliates.

5. Suspension and Termination

5.1. Earn Account. We reserve the right to suspend, restrict, or terminate your Earn Account if:

- We are required to do so by a court order, government order, or a facially valid subpoena;
- We reasonably suspect you of engaging in Prohibited Activities as described in this Agreement; or
- We reasonably suspect you of otherwise being in violation of this Agreement or other applicable terms and conditions for products and services offered by Pure Operator or its affiliates.

Upon termination of your Earn Account, you are entitled to recover your cryptocurrencies in accordance with the Pure TC and this Agreement, unless we are prohibited from doing so by law or a court order or where we reasonably suspect that such funds were obtained through fraud or any unlawful means or in connection with any criminal activities.

5.2. Agreement. This Agreement terminates immediately upon you closing your Earn Account or our termination of your Earn Account, but such termination shall not prevent any party from seeking remedies against any other party for any breach of this Agreement occurring prior to termination.

5.3. Contact. If you have any questions regarding Pure Earn or need assistance in connection with the suspension or termination of your Earn Account, please contact us at support@purewallet.app.

6. Miscellaneous Provisions

6.1. Indemnification. You will defend, indemnify, and hold harmless Pure Operator and its affiliates, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your breach of this Agreement, your violation of any statute, regulation, or ordinance, or the rights of any third party.

6.2. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE MADE AVAILABLE TO YOU FROM TIME TO TIME, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT OF GOODS, LOSS OF TECHNOLOGY, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

Except as provided in this Agreement and to the extent permitted by law, we disclaim all other representations or warranties, express or implied, made to you, your affiliates, or any other person including, without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose, title, non-infringement, or otherwise, regardless of any course of dealing, custom, or usage of trade, of any service or any goods provided incidental to Pure Earn under this Agreement.

Our liability in respect of representations and warranties that cannot be excluded under this Agreement is limited to, at our option, any one of resupplying, replacing, or repairing, or paying the cost of thereof, the services in respect of which the breach occurred.

6.3. Tax Obligations. Uncertainty in the treatment of taxes related to cryptocurrencies may expose you to future or unknown tax obligations. It is your sole responsibility to determine what taxes, if any, arise from your use of Pure Earn. Further, you are solely responsible for reporting and paying any applicable taxes. Except to the extent that we are required by applicable law, we will not determine whether, or to what extent, you are liable for taxes, report them, or withhold them.

6.4. Relationship. Pure Operator is not your trustee, investment advisor, or fiduciary. By providing the Pure Earn service to you, Pure Operator does not become a trustee, investment advisor, or form any sort of fiduciary relationship with you. We have no trust or other obligations with respect of your cryptocurrencies other than those expressly specified in this Agreement.

6.5. Entire Agreement. This Agreement represents the entire agreement between you and us with respect to Pure Earn and supersedes all prior representations, understandings, agreements, or communications between you and us, whether written or verbal, including any statements published in our whitepaper regarding Pure Earn.

6.6. Amendments. We may amend or modify this Agreement from time to time by posting the updated Agreement on the App or in accordance with the Pure Operator TC and such amendment or modification shall take effect immediately. Your continued use of Pure Earn constitutes your acceptance of the updated Agreement; if you do not agree with the updated Agreement, your sole and exclusive remedy is to discontinue use of Pure Earn only after all Fixed Plans are expired.

6.7. Severability. If any provision, in whole or in part, of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or a governmental body, such provision shall be changed and interpreted to accomplish its objectives to the greatest extent possible under applicable law and the validity and enforceability of any other provision of this Agreement shall not be affected.

6.8. Survival. All provisions of this Agreement which by their nature extend beyond its termination, including, without limitation, provisions pertaining to suspension and termination, shall survive such termination.

6.9. Waiver. The delay or failure of one party to require performance of any provision of this Agreement shall not constitute a waiver of that party's right to require performance at any time thereafter. Further, the waiver of one party to seek recovery for the other party's non-performance shall not constitute a waiver by the former party to seek recovery for any subsequent non-performance.

6.10. Assignment. You may not assign, delegate, or transfer any rights or obligations under this Agreement without our prior written consent. Any such attempted assignment, delegation, or transfer shall be null and void. We reserve the right to assign our rights without restriction, including without limitation to affiliates or subsidiaries, or to any successor in interest of any business associated with the App, Pure Operator or Pure Earn.

6.11. Third Party Rights. Other than the affiliates of Pure Operator, a person who is not a party to this Agreement shall have no right under this Agreement.

6.12. Conflicts. In the event there are conflicts between this Agreement and the Pure TC, this Agreement shall control to the extent of the conflict, except for those aspects relating to the App (in which case the Pure TC will prevail).

6.13. Governing Law.

6.13.1. This Agreement shall be governed by, construed, and enforced in accordance with the laws of England and Wales, without regard to any conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any dispute that may arise between you and us shall be resolved in a court of competent jurisdiction sitting in LCIA.

6.14. Force Majeure. We shall not be liable for any delay, error, interruption, or failure to perform any obligation under this Agreement where the delay or failure is directly or indirectly resulting from any cause beyond our control including, but not limited to i) acts of God, nature, court, or government; ii) failure or interruption in private or public telecommunications networks, communication channels, or information systems; iii) acts or omissions of a party for whom we are not responsible; iv) delay, failure, interruption in, or unavailability of third-party services and sites; v) strikes, lockouts, labor disputes, war, terrorist acts, or riots; and vi) viruses, malware, other malicious computer code, or the hacking of any part of the App or Pure Earn.

You understand and agree that your use of the App and Pure Earn is at your own risk. This section is not exhaustive and does not disclose all the risks associated with cryptocurrencies and the use of our products and services. You should carefully consider whether such use is suitable for you in light of your circumstances and financial resources.

7. Disclosures

7.1. Legal and Regulatory. The regulatory status of cryptocurrencies is currently unsettled, varies among jurisdictions, and is subject to significant uncertainty. It is possible that in the future, certain laws, regulations, policies, or rules relating to cryptocurrencies, blockchain technology, or blockchain applications may be implemented which would directly or indirectly affect or restrict the services that we provide to you.

YOU ARE RESPONSIBLE FOR DETERMINING WHETHER THE USE OF PURE EARN AND ANY OF OUR RELATED SERVICES IS LEGAL IN YOUR JURISDICTION AND YOU SHALL NOT USE THEM SHOULD SUCH USE BE ILLEGAL IN YOUR JURISDICTION. IF YOU ARE UNCERTAIN, PLEASE SEEK INDEPENDENT LEGAL ADVICE.

We may be forced to suspend, discontinue, or to change aspects of Pure Earn and any of our services in any jurisdictions without notice and for whatever reason if demanded by regulatory authorities. In such instances, cryptocurrencies in your Earn Account may be frozen for an indefinite period of time until the matter is resolved.

7.2. Cybersecurity. Cryptocurrencies may be subject to expropriation, theft and/or fraud; hackers and other malicious groups or organizations may attempt to interfere with our network and/or system in various ways including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing which may result in the loss of your cryptocurrencies or the loss of your ability to access or control the same. In such event, we do not guarantee any remedy, refund, or compensation.

7.3. Source Code Weakness. There is risk that the App or any of our products and services may unintentionally include weakness or bugs in the source code which may adversely affect Pure Earn.

7.4. Insurance. The cryptocurrencies held in your Earn Account are not protected by any government-backed insurance scheme.



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