

# Terms and Conditions for Crypto

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## Section I. Legal Documents

Please read this Terms and Conditions (the “Terms”) carefully as they form a binding legal agreement between you and Pure Operator (“Pure Operator” or “we” and its derivatives) and its Affiliates or Group Companies (if applicable). For the avoidance of doubt, any references to Pure Operator should include references to its Affiliates or Group Companies (if applicable).

## Section II. General

These are the general terms and conditions of using the services of Pure Operator. By signing up through Pure APP or the Website you agree that you have read, understood, and accept all of the Terms so in compliance with Terms and with applicable laws and regulations. You are solely responsible for understanding and complying with any and all laws, rules and regulations of Your specific jurisdiction that may be applicable to You in connection with the use of any and all Services.

If you do not agree or fail to adhere to the terms and conditions or any other rules of any of the services, you are not entitled to use the services.

You undertake not to use the Service to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, financing terrorist organizations, or malicious hacking. You are responsible for any and all damages caused and all liability actions brought against Pure Operator for infringement of any third party rights or violation of any applicable laws.

You should therefore carefully consider whether trading or holding digital assets is suitable for you in light of your financial condition.

By using the Pure Operator Services\*, you agree to comply with these terms of use. Please check this page each time you use Pure APP or the Website, as we may update these terms from time to time. The use of certain Pure Operator Services may be subject to additional terms and conditions which you will be asked to read and accept at the relevant time. To the extent of any inconsistency with these terms, the terms of those Pure Operator Services will apply to those Services and any matters connected with them. These terms, together with any additional terms and conditions, set out the basis of which Pure Operator provides access to the Pure Operator Services.

\* Pure Operator services performed or provided by the application and/or site are provided “as is” and “as available,” with all faults and without warranty of any kind, and Pure Operator hereby disclaims all warranties and conditions with respect to the application, site and any services, either express, implied, or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and of noninfringement of third-party rights. no oral or written information or advice given by Pure Operator or its authorized representative shall create a warranty. should the application, site or services prove defective, you assume the entire cost of all necessary servicing, repair, or correction. some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you. Pure APP and the Website and the Services offered by Pure Operator are NOT ADDRESSED TO AND MAY NOT BE USED BY:

persons who DO NOT have their citizenship or their legal place of residence in any of the contracting states of the European Economic Area (except for Malta), Switzerland and UK; and natural persons who are NOT at least 18 years of age.

## 1. What terms and definitions do we use?

As used in these Terms, including the preamble hereof, unless expressly otherwise stated or evident in the context, the following capitalized terms and expressions shall have the following meanings:

**Business CryptoAccount**– the account opened with Pure Operator by a User, who is a legal person, using which the User can access and use the specific and limited Services, which are shown in the Pure App;

**Crypto Account** – an account opened with Pure Operator by the User for crypto assets as described in chapter Crypto Account;

**Crypto Earn Program** – crypto asset service for Crypto Account holders provided by Pure Operator, whereby the eligible User is rewarded for buying supported cryptocurrencies from Pure Operator and allowing these to be deposited on Crypto Interest Account;

**Conversion Rate** – the price or exchange rate of one unit of a given supported cryptocurrency quoted in the Pure APP and on the Website in terms of a specified Fiat currency or another supported cryptocurrency composing of Rate Reference and conversion fee as described in Fees and Limits;

**Conversion Service** – regulated service of cryptocurrency conversion (for which Pure Operator has been issued a license) through which Users can buy supported cryptocurrencies from Pure Operator, in exchange for specified Fiat currencies and other supported cryptocurrencies and specified Fiat currencies from Pure Operator, in exchange for supported cryptocurrencies, including the services of Debit Card and Crypto Earn Program;

**Crypto Interest Account** – custodial omnibus wallet operated either by Cybavo, Inc. where Pure Operator deposits supported cryptocurrencies on behalf of customers for the purpose of earning and redistributing staking reward, i.e. interest;

**Custodian** – the person who holds and is responsible for the safekeeping of the cryptocurrencies transferred to or held in the Wallet by the User, who at the date of these terms and conditions is Cybavo Inc.;

**Debit Card**– Mastercard debit card connected to the Crypto Account as described in [Appendix A](#) “Pure Crypto Card User Agreement”, in [Appendix B](#) “Mastercard Card Terms & Conditions” and in [Appendix C](#) Pure Crypto Card in Digital Wallets

**Fees and Limits** – full list of fees and limits of Services as described in Fees and Limits on the Website;

**Fiat** – currency that has been declared as legal tender by a government and is regulated by a central financial institution, i.e. the euro;

**Party** – each of the User and Pure Operator;

**Pure App** – the web, Android and iOS mobile apps of Pure Operator, which give access to the Services;

**Pure Operator** – each of:

- Pure Wallet UAB, incorporated in Lithuania, company number 306072671 with its registered address Giruliu street 20, LT-12123 Vilnius, Lithuania. Pure Wallet UAB is regulated by FCIS in Lithuania;

- Pure Waller SRL, 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.

**Rate Reference** – the price of one unit of a supported cryptocurrency in terms of a specified Fiat currency or another supported cryptocurrency, which is based on the lowest ask price for buying or the highest bid price for selling a cryptocurrency on the exchange operated by Payward, Inc., adjusted by market depth.

**Services** – services provided by Pure Operator to the Users, including the Wallet, the Conversion services, the Earn program and the Debit Card;

**Taxes** – taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever;

**Terms** – these Terms and Conditions including all the chapters, as amended from time to time;

**User** – anyone who uses the Website, Pure App and/or Services provided by Pure Operator. References to “you” and “your” mean references to the User;

**Wallet** – User’s cryptocurrency wallet, which can be accessed via the Website or Pure App, and which is a regulated service, as further described in section 6 below, including the Services of Cryptocurrency withdrawal and Cryptocurrency deposit;

**Website** – websites located at [www.purewallet.app](http://www.purewallet.app) and at all subdomains.

## 2. What are the conditions for opening the Crypto Account?

2.1. To use any of the Services, which might be provided for a fee as stated in Fees and Limits, you must open the Crypto Account and any such use must be done through the Crypto Account. One digital identity associated with the Crypto Account will be used for accessing all Services.

2.2. Each User must be at least 18 years of age to register for an Account or to use any of the Services.

2.3. We reserve the right to unilaterally decide whether to open a CryptoAccount and/or whether to provide Services to any persons and shall have no obligation to justify or outline the reasons for any rejection.

2.4. All information that you provide to us at any time (including but not limited to the information provided upon the opening of the Crypto Account) must be accurate, current and complete and may not be misleading in any respect. We may, from time to time, request such information to be provided and/or updated, in which case you are required to provide us with the information without delay. If you are unable or unwilling to provide or update such information or it is incorrect, we have the right to deny

opening the Crypto Account, close the Crypto Account and/or restrict the usage of the Services.

2.5. You acknowledge that using the Services is limited to the amounts as described in Fees and Limits.

2.6. By opening a Crypto Account and using the Services, each User fully acknowledges that Pure Operator does not provide to the User any investment service or advice. Each User fully acknowledges that any information, product or service provided by us on our Website or Pure App is not considered investment advice or recommendation, and independent professional advice should be sought where appropriate.

2.7. To open a Business Crypto Account the legal person should fit one the following:

2.7.1 All of the members of the board and the beneficial owners of the legal person must at all times be our Users as natural persons, and whose Crypto Account(s) have not been closed; or

2.7.2 The legal person, all of the members of the board and the beneficial owners of the legal person must comply with the identification procedure specified in Section 7.

In all cases the legal person should designate representative who is a natural person aged 18 years of age or older with sufficient capacity and authority to accept these terms.

The legal person is solely responsible that access to or use of the Pure Operator Services does not violate any laws applicable to such legal person.

### **3. What are the risks?**

3.1. By using the Services you acknowledge that various types of risks are involved, including but not limited to risks relating to the fluctuation of the value of any assets related to the Services, technical imperfections of cryptocurrencies, the Website and Pure App, regulatory uncertainties, and risks related to our operations and financial viability. As our Users are taking risks and are exposed to them through our Services, we strongly recommend and encourage you to learn and gain a sufficient understanding of the risks involved prior to using our Services.

3.2. We encourage you to consult with a financial advisor or other appropriate professional prior to starting to use the Services.

### **4. What are the restrictions of using the Services?**

4.1. Although the Website and Pure App are accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on our Website or Pure App are available to all persons or in all geographic locations, nor are they appropriate or available for use outside EEA, Switzerland and UK.



4.2. We reserve the right to limit, in our sole discretion and without providing any justification related thereto, the provision and quantity of any feature, product or Service to any person or geographic area. Pure Operator specifically states that it reserve the right to refuse to provide services in a case of Pure Operator becomes aware of Prohibited Articles and Transactions. Pure Operator specifically states that it reserve the right to refuse to provide services to the Users registered, domiciled or otherwise related to the Prohibited Countries.

4.3. Any offer for any feature, product or Service made through or on our Website or Pure App is void where prohibited.

4.4. By choosing to access the Website or download or access any of Pure App from outside EEA, Switzerland and UK you are solely responsible for complying with applicable local laws.

For the purposes of this Section 4:

**Prohibited Articles and Transactions** means: (1) drug paraphernalia or narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (2) stolen goods including digital and virtual goods or which encourage, promote, facilitate or instruct others to engage in illegal activity (3) the promotion of hate, violence, racial intolerance or the financial exploitation of a crime, (4) items that are considered obscene, (5) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under Applicable Laws, (6) ammunition, firearms, certain firearm parts or accessories, or certain weapons or knives regulated or prohibited under Applicable Laws; (7) are associated with purchases of annuities or lottery contracts, lay-away systems, offshore banking or transactions to finance or refinance debts funded by a credit card, (8) are for the sale of certain items before the seller has control or possession of the item, (9) are associated with the sale of traveller's checks, money orders, money transfers, MoneySend Intracountry, MoneySend Intercountry or MoneySend Funding, (10) involve certain credit or debt settlement services, credit transactions or insurance activities, (11) involve offering or receiving payments for the purpose of bribery or corruption; (12) involve gambling activities; (13) massage parlours, (14) timeshares; or (15) chemicals and allied products not elsewhere classified.

**Prohibited Countries** means any of the following: Afghanistan, North Korea, Democratic Republic of Congo, Eritrea, Israel, Libya, Somalia, South Sudan, Sudan, Yemen, Iraq, Cuba, Kosovo, Syria, Mali, Central African Republic, Pakistan, Guinea-Bissau, Lebanon, Minor Outlying Islands, Virgin Islands or any other country which (or with any other persons who) is sanctioned by the United Nations Security Council, or under applicable laws of your country of residence.

## 5. How to keep the Crypto Account safe and secure?

5.1. You are responsible for maintaining adequate security and control of any and all login IDs, passwords, private keys, personal identification numbers (PINs), and any

other codes or devices which are intended to or can otherwise be used to access the Crypto Account and/or use the Services.

5.2. You must prevent unauthorized access to the Crypto Account and unauthorized use of the Services, your account credentials or private keys, and must promptly notify us of any such unauthorized access or use.

5.3. In the event of an investigation of any suspected unauthorized access to the Crypto Account or use of the Services you must fully and timely cooperate with us in order to successfully solve the issue.

5.4. You are solely responsible, and to the maximum extent permissible under applicable legal acts, and we will have no liability, for any activity that takes place on your Crypto Account if the Crypto Account has been accessed with your account credentials, regardless of whether or not you authorized such access.

## **6. What is the Wallet service?**

6.1. We provide the service of a cryptocurrency wallet pertaining to your Wallet. The Wallet service entails enabling you to interface with certain cryptocurrency networks listed in Pure App and on our Website, and if applicable to view and transmit information about public cryptographic keys. We have the right to unilaterally decide and change the cryptocurrencies which can be stored in the Wallet using the Wallet service or converted using the Conversion Service.

6.2. Upon using the Wallet service in addition to adhering to these Terms you agree to fully abide by the terms and conditions of the Custodian.

6.3. We are not a custodian of any cryptocurrency transferred to or held in the Wallet. All cryptocurrencies are held by the Custodian. We reserve the right to change the Custodian at any time, without prior notification or justification thereto. To the maximum extent permissible under applicable legal acts, we assume no liability for any possible damages caused by the Custodian.

6.4. We do not own or control the underlying software protocols which govern the operation of cryptocurrencies held in the Wallet. Such protocols are subject to changes in protocol rules, which are outside our control and may materially affect the value, function, or name of the relevant cryptocurrency. You acknowledge and agree that:

6.4.1. we are not responsible for operation of the underlying cryptocurrency protocols and that we make no guarantee of their functionality, security, or availability; and

6.4.2. if a change in the software protocol related to the cryptocurrency occurs, we may suspend the Wallet service, and may decide not to provide Wallet service for the cryptocurrency being affected or may configure the Wallet service to enable you to transfer the affected cryptocurrency.



6.5. While using the services of Cryptocurrency withdrawal and Cryptocurrency Deposit, you are only able to transfer supported cryptocurrencies, which are stated in PureApp and on the Website, e.g. BTC and ETH.

6.6. Due to the nature of distributed ledger technology and blockchains you acknowledge that while using the services of Cryptocurrency withdrawal and Cryptocurrency deposit none of the transactions, which have been confirmed and added to the respective main ledger, cannot be reversed and you are fully liable for the transactions you have confirmed and ordered us to process.

## **7. What are the customer due diligence measures?**

7.1. In order to manage the risk of money laundering and terrorist financing, and to abide by the statutory obligations applicable to us and to you for using our Services, we and you are obliged to follow certain principles of customer due diligence, as further specified in this section.

7.2. You are not allowed to use the Services nor the Wallet for any activities which are related to or facilitate money laundering, terrorist financing or any illegal activity whatsoever.

7.3. We reserve the right to, at any time:

7.3.1. identify you;

7.3.2. request from you any documents, either as originals or as copies and information (including personal), which we consider appropriate and/or relevant for the identification or for the mitigation of money laundering and terrorist financing risks;

7.3.3. regularly control your data and documents which are used for identification and/or for the mitigation of money laundering and terrorist financing risks;

7.3.4. transfer and disclose any information and documents received in accordance with this section to any and all governmental authorities and other persons to whom we are obliged to transfer and disclose information and documents in accordance with applicable legal acts;

7.3.5. transfer and disclose any information and documents received in accordance with this section to any and all third-party service providers, which we use to fulfil our obligations related to client identification and money laundering and terrorist financing prevention; and

7.3.6. transfer and disclose any information and documents received in accordance with this section to the Custodian.

7.4. You acknowledge that we may upon the fulfilment of our obligations related to client identification and money laundering and terrorist financing prevention use the services of third-party service providers, and you hereby grant an irrevocable and

unconditional consent to such use of third-party service providers and the transfer and disclosure of information to such third-party service providers.

7.5. You acknowledge that we may transfer and disclose to the Custodian any information and documents referred to in this section for the purpose of allowing the Custodian to fulfil their obligations related to client identification and money laundering and terrorist financing prevention, and you hereby grant an irrevocable and unconditional consent to such transfer and disclosure of information.

7.6. You are obliged to immediately inform us in writing of any information that might be relevant in accordance with this section and/or changes to the provided information and documents, inter alia:

7.6.1. change of your name, address or other contact information;

7.6.2. change of data regarding your identity document;

7.6.3. the fact that you are or no longer are a politically exposed person and/or a relative or a close associate of one; and

7.6.4. loss or theft of your identity document or credentials used for Crypto Account or Services.

7.7. You are obliged to inform us in writing of any other information which might be relevant in relation to client identification and money laundering and terrorist financing prevention, immediately after becoming aware of such information.

7.8. You are obliged to fully and timely cooperate with us upon the gathering of information and documents referred to in this section, as well as the fulfilment of any other obligations we have in relation to client identification and money laundering and terrorist financing prevention under applicable legal acts. Should you refrain from cooperation with us in accordance with this section, we have the right or legal obligation to:

7.8.1. stop the provision of any Services;

7.8.2. block the Crypto Account and limit your access to the Website and Pure App;

7.8.3. withhold any payments made by or to you in relation to the Services; and/or

7.8.4. close the Crypto Account.

7.9. In addition to clause 7.8, we reserve the right to block the usage of your Crypto Account and limit your access to the Website and Pure App, when we suspect that:

7.9.1. the Crypto Account is being used by any person other than you;

7.9.2. an offence is being committed, using the Crypto Account; and/or

7.9.3. any of the information or documents provided by you to us or our third-party service providers may be untrue, and you do not provide sufficient and/or satisfactory evidence, proving the correctness of the information and documents.

7.10. To the maximum extent permissible under applicable legal acts, we assume no liability for any losses or damages caused to you or any other persons by the actions provided for in this section.

## **8. How to close the Crypto Account?**

8.1. You have the right to close your Crypto Account at any time, provided that you have no obligations towards us. From the moment of closing the Crypto Account, you shall not be entitled to use any of the Services.

8.2. In addition to specific circumstances described elsewhere in these Terms, we reserve the right to close your Crypto Account:

8.2.1. without any justification, by giving you an advance notice of at least 14 days and refunding you the market value of any assets which you have in the Wallet, for which such services have not yet been provided and cannot be provided after the closing of the Crypto Account;

8.2.2. in case you breach: (i) these Terms; (ii) the terms and conditions of the Wallet Custodian; or (iii) any other terms and conditions of the Services or otherwise binding on you, without giving any notice in advance; and/or

8.2.3. in case closure of the Crypto Account is required by a competent authority, without giving any notice in advance.

8.3. If we have closed your Crypto Account without giving any notice in advance the cryptocurrencies held at your Crypto Account will be transferred within the original deposit method to the respective wallet or to your bank account from which a payment had been previously made.

8.4. Once Crypto Account has been closed, it cannot be re-opened in the future.

## **9. What are the liabilities of the Parties?**

9.1. You are liable for and shall compensate Pure Operator any and all damages (including the loss of profits), which arise from your activities.

9.2. We are liable for and shall compensate you only direct monetary damages (and for the avoidance of doubt, no indirect damages or loss of profits) and only on the condition that such damages are caused to you by us either intentionally or due to gross negligence.

9.3. Our liability is reduced by the amount equal to the damages which you could have been avoided by taking reasonable efforts.

9.4. In addition to the limitations described elsewhere in these Terms, to the maximum extent permissible under applicable legal acts, we assume no liability for any damages caused by third parties (including but not limited to the Custodian) or by circumstances outside our control (including but not limited to volatility of cryptocurrencies).

9.5. "You shall be fully responsible for any losses, expenses or other costs, including legal fees, incurred by Pure Operator and its affiliates (as well as our respective officers, directors, agents, employees and representatives) which are caused by your conduct in relation to or arising out of your use of the Pure Operator Services, your Crypto Account or a breach of these terms whether by you or another person, where this conduct is intentional, reckless or negligent.

If we, or any of our affiliates or group companies, are subject to a claim by any third party due to your conduct, we may recover against you any and all losses, expenses or other costs incurred by us as a result of any such claim.

Nothing in these Terms and Conditions shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties".

## **10. What about information technology and intellectual property?**

10.1. Unless otherwise stated, all materials including, but not limited to, logos, brand names, designs, images, photographs, video clips, written are copyrights, trademarks, service marks, and any other forms of intellectual property present in the Services or displayed in connection with the Services (e.g. in the Website), protected by registration or not, are owned by or licensed to us. The foregoing also applies towards any software solutions or parts of it, programs and code present in the Service.

10.2. We grant you a limited, non-exclusive, not sub-licensable licence to access and use the materials, as specified in this section of these Terms, for your personal use, as required for the use of Services.

10.3. You are not allowed to sell, distribute, publicly display, modify, otherwise alter or make any derivative use of the materials, as specified in this section, or any portion thereof, unless you have been granted an express and written prior permission to do so by us.

10.4. The licence granted under this section will automatically terminate upon the closing of the Crypto Account. Thereafter you are no longer allowed to access or use any part of the material belonging to us.

10.5. In case your actions or activities conducted in connection with the Service or while using the Service (including but not limited, through providing us feedback or leaving any comments addressed us) amount to copyright protected work under applicable legislation, you will automatically grant to us, from the moment of the creation of such work, a non-exclusive, world-wide, sub-licensable, free-of-charge

licence, which is valid until the copyright is protected under applicable legislation, in relation to such work.

10.6. As stated in this section, we retain full ownership and/or exclusive licence of any software, program, code or parts of it. The foregoing might be protected by security measures, which you are not authorized to change, disseminate, hack or alter in any way.

## **11. Are there any other legal matters you should consider?**

11.1. It is your sole responsibility to determine whether, and to what extent, any Taxes apply to any transactions you conduct through Pure App and Website or are associated with the Services, and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate tax authorities. Your transaction history is available through Pure App. The fees collected by us do not include any Taxes.

11.2. We may unilaterally amend these Terms without providing any advance notice or justification thereto. Any amendments to the Terms shall take effect as of uploading them to the Website and making them accessible in Pure App.

11.3. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of that right or provision.

11.4. If any part of these Terms is held to be invalid or unenforceable, such determination shall not invalidate any other provision of these Terms.

11.5. You agree that we may assign these Terms (either collectively or each right and/or obligation separately, as decided by us) to our parent company, affiliate or subsidiary without your consent. You may not assign any rights or obligations you have under these Terms without our prior written approval.

11.6. These Terms are governed by the Laws of England and Wales. Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity hereof, which the Parties have failed to solve by negotiations will be settled in LCIA.

## **Section III. Rights to Set Off**

Pure Operator entitled to be compensated by you, including but not limited to a technical errors in your favour, when you have a negative balance on your account, or when you use the Services in such a way that violates the Terms. In such cases, Pure Operator shall be entitled to recover any sum due to Pure Operator by retaining some or all of your available funds or balances that you have stored in your Crypto Account or cryptoassets you have bought through the Services, regardless of what currency or cryptoassets those balances are held in.

Where necessary, Pure Operator will convert currencies and cryptoassets at the applicable exchange rate.

## **Section IV. Application Store Provision**

**1. This section applies where Pure App has been acquired from the Apple App Store. You acknowledge and agree that the Terms are solely between you and Pure Operator, not Apple, Inc. (“Apple”) and that Apple has no responsibility for the App or content thereof. Your use of Pure App must comply with the App Store Terms of Service.**

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to Pure App. In the event of any failure of Pure App to conform to any applicable warranty, you may notify Apple, and (where applicable) Apple will refund the purchase price for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to Pure App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to Pure Operator as provider of Pure App.

You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to Pure App or your possession and/or use of Pure App, including, but not limited to: (i) product liability claims; (ii) any claim that Pure App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to Pure Operator as provider of the software.

You acknowledge that, in the event of any third-party claim that Pure App or your possession and use of that Pure App infringes that third party’s intellectual property rights, Pure Operator, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.



You represent and warrant that (i) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You and Pure Operator acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of the Terms of Service as relates to your license of Pure App, and that, upon your acceptance of the terms and conditions of the Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Service as relates to your license of Pure App against you as a third-party beneficiary thereof.

## **2. Downloading Our App from other App Stores**

Where you download Pure App from any other app store or distribution platform other than the Apple App Store, including the Google Play Store (the “Distribution Platform”) you agree that:

- (a) the Terms are between you and Pure Operator, and not with the provider of the Distribution Platform (“Store Provider”);
- (b) your use of Pure App must comply with the Store Provider’s then-current Distribution Platform Terms of Service;
- (c) the Store Provider is only a provider of the Distribution Platform where you obtained Pure App;
- (d) Pure Operator, and not the Store Provider, is solely responsible for Pure App;
- (e) the Store Provider has no obligation or liability to you with respect to Pure App or the Terms; and
- (f) you acknowledge and agree that the Store Provider is a third-party beneficiary to the Terms as it relates to Pure App”.

## **Section V. Crypto Account**

### **Loading.**

You can load the Funds into your Crypto Account using bank transfer or crypto currency transfer (or other payment methods available on Pure App for your location and approved by Pure Operator), and your Crypto Account will show loaded funds once we have received them. In order to load the funds in fiat currency to Crypto Account you may only transfer your own funds, from your own account, and not from any joint, pooled or the third party account. The Crypto Account is not a deposit or investment account. Pure Operator will only hold the funds in fiat currency received from the users in a designated safekeeping and a custodian accounts with a regulated financial institution (if applicable). The funds held on an Crypto Account will not earn any interest. Your Crypto Account will show the funds balance for each currency that you hold.

### **Purchase or Sale of Digital Currency.**

You may purchase and/or sell supported Cryptocurrency (“Cryptocurrency Transaction”) via Pure App.

You may purchase supported Cryptocurrency by using the funds credited to your Crypto Account. To carry out a Cryptocurrency Transaction, you must follow the relevant instructions in Pure App. A Cryptocurrency Transaction should normally be settled instantly.

### **Revocation.**

When you give us instructions to carry out a Cryptocurrency Transaction, you cannot withdraw your consent to that Cryptocurrency Transaction.

### **Unsuccessful Payments.**

If your balance is not sufficient for the completion of the Cryptocurrency Transactions, you authorise Pure Operator, in its sole discretion, to cancel any related Cryptocurrency Transactions. For the avoidance of doubt Pure Operator has full right and authority not to proceed with any Cryptocurrency Transactions in a case of insufficient funds on your Crypto Account. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, or similar fees charged by your payment provider.

### **Crypto Account Information.**

You will be able to see your Crypto Account balance and your transaction history using Pure App, including (i) the amount (and currency) of each Cryptocurrency Transaction, (ii) a reference to identify the payer and / or payee (as appropriate), (iii) any fees charged (including a breakdown of the fees), (iv) where there has been a currency exchange, the rate of exchange, and the amount (in the new currency) after exchange (where you are the payer) or the amount (in the original currency) before the exchange (where you are the payee), and (v) the debit or credit date of each Cryptocurrency Transaction (as appropriate).

### **Redeeming.**

You may redeem all or part of any funds held in your Crypto Account at any time by selecting the relevant option in Pure App and following the instructions.

Unless agreed otherwise, the funds in fiat currency will be transferred to your own bank account you have registered with us (“registered bank account”). For the avoidance of doubt “registered bank account” means the bank account used for transferring the funds in fiat currency to your Crypto Account. In case the original Funds were loaded in any supported cryptocurrency, we redeem the funds in fiat currency to your own bank account designated by you for the purposes of transfer of the funds in accordance with this section and the Pure Operator Terms and Conditions.

Unless agreed otherwise, Cryptocurrencies will be transferred to the address specified by you. Pure Operator is not responsible for any losses that result from incomplete and/or incorrect and/or erroneous information from you. If Pure Operator Terms and Conditions is terminated, we will redeem any funds remaining in your Crypto Account and attempt to transfer funds to the registered bank account and/or to the address specified by you for the transfer of Cryptocurrencies. Prior to redeeming funds from your Crypto Account, we may conduct checks for the purposes of preventing fraud, money laundering, terrorist financing and other financial crimes, and as required by applicable law. This may mean you are prevented or delayed from withdrawing funds until those checks are completed to our reasonable satisfaction in order to comply with our regulatory requirements.

### **Unauthorised and Incorrect Transactions.**

Where a purchase of Cryptocurrency and / or redemption of funds is initiated from your Crypto Account using your credentials, we will assume that you authorised such transaction, unless you notify us otherwise.

If you believe that a transaction using your Crypto Account has been carried out that you did not authorise (an “Unauthorised Transaction”), or if you have reason to believe that a transaction using your Crypto Account has been incorrectly carried out or is not complete (an “Incorrect Transaction”), you must contact us as soon as possible, and in any case no later than 24 hours after the Unauthorised Transaction or Incorrect Transaction occurred.

It is important that you regularly check your Crypto Account balance and your transaction history to ensure any Unauthorised Transactions or Incorrect Transactions are identified and notified to us at the earliest possible opportunity.

We are not responsible for any claim for Unauthorised Transactions or Incorrect Transactions unless you have notified us in accordance with this Section, in which case Section “Refund Rights” below sets out our respective responsibilities. As further described in Section “Refund Rights” below, we are not responsible for any claim for Unauthorised Transactions or Incorrect Transactions if you have acted fraudulently, intentionally or with negligence and this has resulted in the Unauthorised Transactions or Incorrect Transactions.

During any investigation of any actual or potential Unauthorised Transactions or Incorrect Transactions, we reserve the right to suspend your Crypto Account to avoid further losses.

### **Refund Rights.**

#### **(A) Unauthorised Transactions.**

If an Unauthorised Transaction occurs in your Crypto Account as a result of our failure, we will refund you the amount of that transaction by no later than 15 days becoming aware of the Unauthorised Transaction and restore your Crypto Account to the state

it would have been in had the Unauthorised Transaction not taken place. Generally, you will not be liable for losses incurred after you have notified us of the Unauthorised Transaction or if we have failed at any time to provide you with the means for notifying us.

You will be liable for any losses you incur in respect of an Unauthorised Transaction in your Crypto Account which arises from the use of lost or stolen credentials when you have failed to keep the login details for your Crypto Account secure or if you are fraudulent, or you intentionally or negligently fail to carry out any other your obligations under this Agreement and this results in Unauthorised Transactions in your Crypto Account.

#### **(B) Incorrect Transactions.**

Where an Incorrect Transaction is made in your Crypto Account as a result of our action or error we shall refund to you the amount of that transaction without undue delay and restore your Crypto Account to the state in which it would have been had the Incorrect Transaction not taken place. We will also endeavour to provide you with reasonable notice where possible. We will also pay any charges for which we are responsible, and for any interest which you can show that you have had to pay as a consequence of any Incorrect Transaction. Irrespective of our liability, on your request, we shall try to trace any Incorrect Transaction initiated by you free of charge. However, we cannot guarantee that we will be able to trace such transactions.

#### **Consent.**

By opening Crypto Account you provide your explicit consent to us providing above-mentioned services . You can withdraw this consent at any time by closing your Crypto Account.

For the avoidance of doubt, this consent does not relate to our processing of your personal information or your rights under and in accordance with data protection law and regulations. Please see Pure Operator Terms and Conditions and our Privacy Policy for information about how we process your personal data, and the rights you have in respect of this.

## **Section VI. Customer Feedback, Queries, Complaints**

This is a specific procedure that will apply when you use Pure Operator Service.

In this procedure:

“Complaint” means a statement or an expression of dissatisfaction addressed to the Pure Operator;

“Complaint Form” means electronic document that must be filled out by you to lodge a Complaint;

“Complainant” or “you” means the account holder, who has read, agreed with and accepted all the Pure Operator Terms and Conditions, being the authorised user of Pure Operator Service and owner of the Crypto Account, and has lodged a Complaint.

### **1. Contact Pure Operator.**

If you have any feedback, questions, or complaints, contact us via our ‘Customer Support’:

email: [support@purewallet.app](mailto:support@purewallet.app);

mobile application: log in to Pure App and send us a secure message.

When you contact us please provide us with your name, email address, and any other information that we may need to identify you, your Crypto Account, and the transaction on which you have feedback, questions, or complaints.

### **2. Complaints.**

2.1. If you have a dispute with Pure Operator, you agree to contact our support team in the first instance to attempt to resolve such dispute following the procedure described in Section 1. If we cannot resolve the dispute through our support team, you and we agree to use the Complaints process set out in this Section 2. You agree to use this process before commencing any other action in respect to your Complaints. If you do not follow the procedures set out in this Section 2 before pursuing any other action in respect to your Complaints, we shall have the right to ask the relevant authority to dismiss your action/application unless and until you complete the following steps:

2.2. In the event of a dispute which has not been resolved through your contact with Customer Support, please use our Complaint form to set out the cause of your Complaint, and any other information you believe to be relevant. The Complaint form can be done using the button “Proceed with Complaint” below this Section 2 or sent via Pure App. We will acknowledge receipt of your Complaint form after you submit it.

We will consider your Complaint without prejudice based on the information you have provided, and any information at the disposal of Pure Operator.

2.3. Pure Operator has full right to compare the facts and the information provided by the Complainant with the information and data which have been retrieved from the Pure Operator archive (i.e. the Complainant's transactions, trading history, correspondence, other electronic records). This investigation will also include the events preceding or leading to the Complaint.

2.4. Pure Operator has full right to request any additional information that at the sole discretion of Pure Operator is necessary for the investigation and resolving of the Complaint.

2.5. Pure Operator will not handle or investigate a Complaint if the Complainant does not complete the Complaint Form (please make sure that you fulfilled all fields marked with "\*\*") or does not provide the additional information (if requested). In such case Pure Operator shall revert back to the Complainant and request to send any additional information.

2.6. Pure Operator examining the Complaint and reaching a decision to this respect shall inform the Complainant about the decision, together with the reasoning of the decision and any remedial measures it intends to take.

2.7. Pure Operator will make every effort to resolve the Complaint within fifteen 15 business days.

2.8. In certain circumstances, if Pure Operator is unable to respond to your Complaint within 15 business days, Pure Operator will send you a holding reply indicating the reasons for a delay in answering your Complaint and specifying the deadline by which Pure Operator will respond to your Complaint (which will be no later than 35 business days from our receipt of your Complaint).

- [Proceed with Complaint](#)

## **Section VII. General Risk Disclosure**

This document applies to all Services provided via Pure Operator. You can access and download a copy of this document at any time from [www.purewallet.app](http://www.purewallet.app).

This notice provides you with information about the risks associated with Crypto exchange, Wallet services, Crypto Earn Program and Debit Card provided by Pure Operator.



If you have any questions, you can contact the Company by:

email: [support@purewallet.app](mailto:support@purewallet.app);

mobile application: log in to the App and send us a secure message.

All of the terms and definitions not stipulated in this document are stipulated in the various chapters of the Terms and Conditions available on the Website and Pure APP.

All Crypto assets carry a high degree of risk and are not suitable for many investors. This notice provides you with information about the risks associated with these products, but it cannot explain all of the risks nor how such risks relate to your personal circumstances. If you are in doubt, you should seek professional advice. It is important that you fully understand the risks involved before deciding to use the Services and that you have adequate financial resources to bear such risks and that you monitor your positions carefully. Cryptocurrency involves risk to your capital. You should not invest money that you cannot afford to lose, however you cannot lose more than the equity in your account.

By using Pure App you acknowledge that various types of risks are involved, including but not limited to risks relating to the changes in the operating rules or other features, e.g. forks, and the fluctuation of the value of any supported cryptocurrencies, including the fiat currency it is pegged to, counterparty risks, including but not limited to the sustainability, insolvency, liquidation and bankruptcy of one of our partners and their partners, regulatory risks and uncertainties. Should any of the risks realise, you hereby understand and consent that you are solely liable for the consequences, and we shall not assume any liability nor obligations thereof.

Pure Operator has performed and is constantly re-performing relevant due diligence on its partners and the financial, reputational and regulatory risks surrounding them. If it becomes known or Pure Operator deems the counterparty risk, including any security risk to your supported cryptocurrencies, to be unacceptable, we will immediately terminate the partnership and/or the service, and inform you thereof in Pure App.

By using Pure App you understand and agree that rewarding you with the interest is in our sole discretion, not an obligation, and it is not a guarantee that you will receive the reward by the due date. We have reserved the right to from time to time change the interest rate, which is shown to you in Pure App, and These terms without giving you a prior notice thereof. If that is the case, we will buy back the supported cryptocurrencies from you, in exchange for specified Fiat currencies, and the interest calculation shall be terminated as of that moment, and the interest shall be rewarded by the first day of the following month.

You should further ensure you are able to monitor positions on your account at all times, as you are solely responsible for this. We are not responsible for monitoring positions on your account.

It is possible that the market price could have changed between order placement and execution time, and therefore we cannot guarantee that the price requested will be the

same as the price that the order is executed, the price you receive can be in your favor or against you.

In addition, there are risks associated with use of online deal execution and trading systems including, but not limited to, software and hardware failure and internet disconnection.

Since cryptoasset markets are decentralized and not regulated to the degree of investment services then customers using the services provided by Pure Operator will not fully benefit from the protections available to clients receiving regulated investment services under the so-called MiFID regime. This also means that there is no central bank that can take corrective measure to protect the value of cryptoasset in a crisis or issue more currency.

Cryptoasset market is determined only by supply and demand and is often highly unpredictable and volatile. The price of a cryptoasset is usually not transparent and highly speculative and susceptible to market manipulation. In the worst case scenario the product could be rendered worthless.

It is important to make a distinction between indicative prices which are displayed on charts and dealable prices which are displayed in Pure App. Indicative quotes only give an indication of where the market is. Because the cryptoasset markets are decentralized, meaning it lacks a single central exchange where all transactions are conducted, each market maker may quote slightly different prices. Therefore, any prices displayed on any chart made available by us or by a third party will only reflect indicative prices and not necessarily actual dealing prices where trades can be executed.

Cryptoasset trading is prone to being misused for illegal activities due to the pseudonymity or even anonymity of transactions and investors would be adversely affected if law enforcement agencies investigate any alleged illicit activities.

Accordingly, cryptoassets should be seen as an asset class with extremely high risks and you should never invest money that you cannot afford to lose. Given the foregoing, cryptoasset are not appropriate for all investors. You should not deal in these products unless you have the necessary knowledge and expertise, you understand these products' characteristics and your exposure to risk. You should also be satisfied that the product is suitable for you in light of your circumstances and financial position. In addition, use of our Services can never be considered a safe investment rather only an investment with a high risk of loss inherently associated with it. Furthermore, our own fee is added to online quotes, if applicable, which makes trading with Pure App even more volatile.

The risk of loss in trading cryptoasset can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. You should be aware that you may sustain a total loss of the money deposited.

Since blockchain is an independent public or private peer-to-peer network and is not controlled in any way or manner by us, we shall not be responsible for any failure and/or mistake and/or error and/or breach which shall occur in blockchain or in any other networks in which the cryptoasset are being issued and/or traded. You will be bound and subject to any change and/or amendments in the blockchain system and subject to any applicable law which may apply to the blockchain. We make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the blockchain functionality nor for any breach of security in the blockchain.

Pure Operator does not own or control the underlying software protocols which govern the operation of cryptoasset available for trading in Pure App. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. Pure Operator is not responsible for operation of the underlying protocols and makes no guarantee of their functionality, security, or availability. The underlying protocols are subject to sudden changes in operating rules (so-called forks), and such events may materially affect the value, function, and/or even the name of the cryptoasset holds on your behalf. In the event of a fork, we may temporarily suspend operations (with or without advance notice to you) and that Pure Operator may (a) configure or reconfigure its systems or (b) decide not to support (or cease supporting) the forked protocol entirely. Pure Operator may, but is not obligated to do so, adjust your account in respect of a fork depending on the circumstances of each event attributable to any specific cryptoasset held by you.

We may elect to execute any order and/or hold any fiat money and cryptoasset via third parties. Such third parties are not banks that guarantee the deposits made to them. If any such third party loses any money, fails or goes out of business, there is no specific legal protection that covers you for losses arising from any funds or cryptoassets you may have held with such third party, even when such party is registered with a competent authority. Depending on the structure and security of the digital wallet, some may be vulnerable to hacks, resulting in the theft or loss of customer assets. Pure Operator will not be responsible in the event of losses caused by those third parties.

If at any time any of the cryptoasset that forms the subject of your order is delisted and/or we no longer support the trading in such cryptoasset for any reason, then the applicable order will be immediately closed. If Pure Operator is notified that a cryptoasset you hold is likely to be delisted and/or removed and/or canceled from any of the exchanges (some of them or all) and we believe that it shall not be able to trade in such cryptoasset, we shall make an effort to sell the cryptoasset on your behalf at such time and price, and in such manner, as it determines.

## General risks

While trading using Pure App, system errors might occur. You should be aware of the risks that may result from any system failure which could mean that your order may be delayed or fail.

You acknowledge that there are risks associated with utilizing a mobile-based trading system over the internet including, but not limited to, the failure of hardware, software, and internet connections, the risk of malicious software introduction, the risk that third parties may obtain unauthorized access to information and/or assets (including your cryptoasset) stored on your behalf, cyber-attack, the cryptoasset network failure (such as blockchain), computer viruses, communication failures, disruptions, errors, distortions or delays you may experience when trading via the Services, howsoever caused, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us.

Our fees and charges are set out on the Website and in Pure App. Please be aware of all costs and charges that apply to you, because such costs and charges will affect your profitability.

Any opinions, news, research, analyses, prices, or other information contained on the Website or in Pure App are provided as general market commentary, and do not constitute investment advice. We shall not be responsible for any loss arising from any investment based on any recommendation, forecast or other information provided.

Past performance is not an indication of future performance. The value of investments can go down as well as up.

All balances related to your Account with us are held in euros which may be different from the currency you used to deposit, accordingly you should be aware of currency fluctuations.



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