

FINNEY Wallet By SIRIN LABS - End User License Agreement

PLEASE READ THE FOLLOWING CAREFULLY BEFORE USING THE WALLET.

By clicking the “accept” or “ok” button, or using the “cold storage wallet” that enables the user to securely store data, including private key for executing cryptocurrency transactions, and may include associated software, media, printed materials, and “online” or electronic documentation in connection with your use of this device (the “**Wallet**”), you expressly acknowledge and agree that you are entering into a legal agreement with Sirin Labs AG (“**Sirin**”, “**we**”, or “**us**”), and have understood and agree to comply with, and be legally bound by, the terms and conditions of this End User License Agreement (“**Agreement**”). You hereby waive any rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not use the Wallet or the device on which it is preloaded or installed.

- 1. Ability to Accept.** By using the Wallet you affirm that you are over 18 years of age.
- 2. License.** Subject to the terms and conditions of this Agreement, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license (“**License**”) to use the Wallet, including the Exchange app pre-installed on the Device, on the Sirin mobile telephone on which it was originally installed (the “**Device**”) that you own or control in accordance with this Agreement and any applicable Usage Rules (as defined below).
- 3. License Restrictions.** You agree not to, and shall not permit any third party to: (i) sublicense, redistribute, sell, lease, lend or rent the Wallet; (ii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of the Wallet; (iii) copy (except for back-up purposes), modify, improve or create derivative works of the Wallet or any part thereof; (iv) circumvent, disable or otherwise interfere with security-related features of the Wallet or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Wallet; (v) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the Wallet; (vi) use the Wallet to send unauthorized and/or unsolicited commercial communications; (vii) use the Sirin name, logo or trademarks without our prior written consent; and/or (ix) use the Wallet to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.
- 4. Transfer.** If you are transferring rights of the Wallet granted herein to any third party in connection with the sale or transfer of the Device, the transfer must include the Wallet (including all component parts, the media and printed materials, and this Agreement), as installed on the Device, and such rights shall be subject to the terms hereof. The transfer may not be an indirect transfer, such as a consignment.
- 5. Account.** In order to use some of the Wallet features you will have to sign with your private key (a “**Key**”). If you sign with your Key, you are solely responsible for the activity that occurs using your Key. The Wallet includes certain security features, which require setup by the user. You are solely responsible for the strength of any security information provided by you, and for any use of the Key through the Wallet, including, without limitation, how you store and protect your public key and your password, including any transfers made through the Exchange app. You must notify us immediately of any unauthorized use of your Wallet.
- 6. Intellectual Property Rights**

The Intellectual Property Rights (as defined below) embodied or incorporated in the Wallet is licensed and not sold to you under this Agreement and you acknowledge that Sirin and its licensors retain all title, ownership rights and Intellectual Property Rights in and to the Wallet (and its related software). We reserve all rights not expressly granted herein to the Wallet. “**Intellectual Property Rights**” means any and all rights, titles and interests in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

7. Warranty Disclaimers

- 7.1.** THE WALLET IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
- 7.2.** WE DO NOT WARRANT THAT THE WALLET WILL OPERATE ERROR-FREE, THAT THE WALLET IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE WALLET. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO

YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

- 7.3. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SIRIN SHALL BE DEEMED TO ALTER THIS DISCLAIMER OF WARRANTY, OR TO CREATE ANY WARRANTY.
- 7.4. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

8. Limitation of Liability

- 8.1. UNDER NO CIRCUMSTANCES SHALL SIRIN BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, VIRUS LINE FAILURE OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE WALLET AS WELL AS ANY THIRD PARTY CONTENT, EVEN IF SIRIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.2. THE LEVEL OF THE SECURITY PROVIDED BY THE WALLET DEPENDS ON THE STRENGTH AND COMPLEXITY OF THE USER'S PASSWORD AND OTHER AUTHENTICATION INFORMATION CHOSEN BY THE USER. WE CANNOT GUARANTEE THAT THERE WILL BE NO LOSS OF DATA AS A RESULT OF HACKS, SOPHISTICATED CYBER-ATTACKS OR OTHERWISE, AND SIRIN SHALL NOT BE LIABLE FOR ANY SUCH LOSS OF DATA STORED IN THE WALLET, INCLUDING BUT NOT LIMITED TO LOSS OR THEFT OF THE USER'S PRIVATE KEY. IF YOU MAKE ANY CHANGES TO THE OPERATING SYSTEM OF THE DEVICE, THE SAFETY OF TRANSACTIONS CONDUCTED THROUGH THE DEVICE WILL BE SIGNIFICANTLY DIMISHED.
- 8.3. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO TO THAT EXTENT SUCH EXCLUSIONS MAY NOT APPLY.
- 8.4. IN ANY EVENT, SIRIN'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE WALLET, YOUR DEVICE OR THIRD PARTY SOURCES SHALL NOT IN ANY CIRCUMSTANCE EXCEED ONE HUNDRED DOLLARS (\$100).

9. Indemnity. You agree to defend, indemnify and hold harmless Sirin and its affiliates, and its respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Wallet; (ii) your violation of this Agreement; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.

10. Third Party Open Source Software. Portions of the Wallet may include third party open source software that is subject to third party terms and conditions ("**Third Party Terms**"). A list of any third party open source software and related Third Party Terms is available at www.sirinlabs.com/support/3rd_party_libraries/eula/en/. If there is a conflict between any Third Party Terms and the terms of this Agreement, then the Third Party Terms shall prevail but solely in connection with the related third party open source software. Notwithstanding anything in this Agreement to the contrary, Sirin makes no warranty or indemnity hereunder with respect to any third party open source software.

11. Export Laws. You agree to comply fully with all applicable export laws and regulations to ensure that neither the Wallet nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

12. Updates and Upgrades. We may from time to time provide updates or upgrades to the Wallet (each a "**Revision**"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the Wallet. All references herein to the Wallet shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original Wallet, unless the Revision is accompanied by a separate license agreement which will govern the Revision. To use the Wallet identified as an

upgrade, you must first be licensed for the Wallet identified by Sirin as eligible for the upgrade. After upgrading, you may no longer use the Wallet that formed the basis for your upgrade eligibility. **Revisions may include important security updates. Please make sure to install Revisions, or the ability to secure transactions through the Device could be diminished.**

13. Term and Termination.

13.1. This Agreement is effective until terminated by us or you. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the Wallet; and/or (ii) terminate this Agreement and your use of the Wallet with or without cause, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the Wallet in any way, your only recourse is to immediately discontinue use of the Wallet.

13.2. Upon termination of this Agreement, you shall cease all use of the Wallet. This Section 16 and Sections 8 (*Intellectual Property Rights*), 11 (*Privacy*), 12 (*Warranty Disclaimers*), 13 (*Third Party Sources and Content*), 14 (*Limitation of Liability*), 15 (*Indemnity*), 16 (*Third Party Open Source Software*) and 20 (*Assignment*) to 23 (*General*) shall survive termination of this Agreement.

14. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Sirin without restriction or notification.

15. Modification. We reserve the right to modify this Agreement at any time by sending you a notification and/or publishing the revised Agreement on the Device. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the Wallet thereafter means that you accept those changes.

16. Governing Law and Disputes. This Agreement shall be governed by and construed in accordance with the laws of England without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in London, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.

17. General. This Agreement, and any other legal notices published by us in connection with the Wallet, shall constitute the entire agreement between you and Sirin concerning the Wallet. In the event of a conflict between this Agreement and any of the foregoing, the terms of this Agreement shall prevail. No amendment to this Agreement will be binding unless in writing and signed by Sirin. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. **YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE WALLET MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

Last updated: July 2018