

NuFi Terms and Conditions
Effective Date: **14 December 2021**
Last Updated Date: **30 March 2023**

Please read these Terms and Conditions (“**Terms**”) carefully as they form a binding legal agreement between you and NuFi AG, domiciled in Baar, Switzerland (“**NuFi**” or “**we**” and its derivatives). This site (<https://wallet.nu.fi/>) and any other sites of NuFi (collectively, the “**Site**”) and the information on it are controlled by NuFi. These Terms govern the use of the Site and apply to all visitors to the Site and those who use the platform for digital assets that is downloadable from the Site (“**Software**”), as well as services and resources available or enabled via the Site, (each a “**Service**” and collectively, the “**Services**”, the Services include the Software and the Site unless stated otherwise). By clicking on the “*I accept*” button, and/or completing the registration process, and/or downloading the Software and/or browsing the Site, you represent that (1) you have read, understand, and agree to be bound by the terms, (2) you are 18 years or older, or of the age of majority in your local jurisdiction, whichever is higher, and legally capable of forming a binding contract with NuFi, (3) you have the authority to enter into the Terms personally or on behalf of the legal entity for whom you are using the Services. The term “you” refers to you individually or the legal entity on whose behalf you use the Services, as applicable. If you do not agree to be bound by the Terms, you may not access or use the Services.

You may not use the Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of the Services would be illegal or where your use of the Services would amount to any violation of any applicable law either by you or by NuFi, which is your obligation to check before using the Services. You also may not use the Services if you are located in, or a citizen or resident of, any other jurisdiction where NuFi has determined, at its discretion, to prohibit the use of the Services. We may implement controls to restrict access to the Services from any jurisdiction prohibited pursuant to these Terms. You agree to comply with these Terms even if our methods to prevent the use of the Services are not effective or can be bypassed.

NuFi may modify these Terms at any time and in our sole discretion. If we do so, we will change the “*Last Update Date*” at the beginning of these Terms. You must consent to any updated Terms before you continue using the Services following an update to these Terms. We invite you to check this page regularly for updates to these Terms.

1. Disclaimer on the Services Provided

- 1.1. NUFIS NOT A BANK, SECURITIES FIRM, FINANCIAL INSTITUTION, DLT TRADING FACILITY, FINANCIAL SERVICES PROVIDER OR PROVIDER OF SIMILAR SERVICES AND DOES NOT PROVIDE INVESTMENT, TAX OR**

FINANCIAL ADVICE, FINANCIAL SERVICES OR CONSULTING SERVICES TO USERS OF THE SERVICES. WE ARE SOLELY THE PROVIDER OF THE SERVICES AS DEFINED ABOVE.

2. Use of the Services

- 2.1. The Services, and the information and content available therein (“**NuFi Content**”) are protected worldwide by copyright, trademark, or other intellectual property protection legally available. Subject to the Terms, NuFi grants you a limited license to reproduce portions of NuFi Content solely as required to use the Services for your personal or internal business purposes. Unless otherwise specified by NuFi in a separate license, your right to use any NuFi Content is subject to these Terms.
- 2.2. Your use of the Software is governed by these Terms. NuFi delivers the Software via the <https://wallet.nu.fi/> website (“**Website**”) and via the browser extension downloadable in Chrome Store https://chrome.google.com/webstore/detail/nufi/gpnihlnnodeiiaakbikldcih_ojploecca (“**Chrome Store**”). You shall only download and/or use the Software from the Website or Chrome Store to protect yourself from any scam, fraud, phishing, malware or other cybersecurity risks. Subject to your compliance with the Terms, NuFi grants you a nonassignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the Services on devices you own or control solely for your personal or internal business purposes. You are responsible for the security of the devices on which the Software is installed and for the devices through which the Services are used, including ensuring that you keep current and updated antivirus software and otherwise protect the device on which the Software is installed and the Services used against malware. While NuFi aims to keep the Services free of malware, NuFi does not warrant that the Services are malware-free and NuFi has no liability in relation to any malware occurring in the Services. It is your responsibility to scan the Services using an anti-malware software before downloading and/or installing the Software and/or using the Services. NuFi is not responsible for any loss or damages – including but not limited to loss of funds or lockout from accounts accessed via the Services – resulting from your failure to keep the device on which the Software is installed and/or Services used safe and free of any malware. NuFi cannot recover passwords or unlock account information stored on the Services in any circumstances, including if the Services are compromised by malware on your computer, and it is your sole responsibility to take all reasonable precautions to secure and backup your copy of the Software and/or the Services and the information stored on it.
- 2.3. The Services are evolving and you may be required to accept or install updates to the Software or Services, or update third-party software (i.e., browsers, hardware wallet firmware, hardware wallet bridge, or OS) in order to keep using the Services or access their latest features, including security updates. We may update the Services at any time, without providing notice.

2.4. The Services may provide access to, integrate, or create user interfaces or interactions with applications and/or services hosted by third parties, including (i) crypto assets, such as Cardano, Solana, Ethereum, Milkomeda and Flow; (ii) fiat on-ramp vendors such as MoonPay (<https://www.moonpay.com/>); (iii) cryptocurrency token-to-token exchanges (whether centralised or decentralised) such as Changelly (<https://changelly.com/>) or WingRiders (<https://www.wingriders.com/>); (iv) third party authentication and distributed secret key storage such as Torus/Web3auth (<https://web3auth.io/>); and (v) decentralized applications including but not limited to smart contracts (collectively, “**Third Party Services**”). You understand and agree that all cryptocurrency exchanges provided through Third Party Services are executed by Third Party Services providers and that any other services provided through Third Party Services providers are provided through Third Party Services providers, and that NuFi does not itself directly exchange virtual currencies or provide any of the Third Party Services. Access to Third Party Services may be geo-blocked for residents of certain countries. You agree that it is impossible for NuFi to monitor Third Party Services and that you access them at your own risk. Do not share any credential, private key, or other sensitive information with any third party without validating their legitimacy. Third Party Services are available to you, subject to the terms and conditions of each Third Party Services provider. To the extent Third Party Services have terms that differ from these Terms, you may be required to agree to those terms in order to access the Third Party Services. You agree to only use any Third Party Services in compliance with the terms and conditions governing such Third Party Services. Although we do our best to only provide links to credible and reliable Third Party Services, we do not control the terms, policies, or performance of any third parties, and we are not responsible for any performance, or failure to perform, of any Third Party Services, including but not limited to exchange rates, processing of transactions, and similar activities. We do not provide customer support for transactions and/or services performed by Third Party Services providers. We do not guarantee that these Third Party Services are secure (although we do our best to include only the reliable ones). We do not guarantee that the Third Party Services' instructions and libraries used for any interactions are correct and without any errors.

2.5. You are responsible for all data and information provided or uploaded by you to the Services (“**User Content**”), whether publicly posted (i.e. in a user forum, if applicable) or privately transmitted (i.e. to us in connection with a support request). You are solely responsible for the accuracy and completeness of User Content you submit, and represent and warrant that you have all rights required in order to post such User Content. We may, in our sole discretion, delete any User Content that we determine violates these Terms or the applicable law. To the extent that you provide us with or we may have access to any information that allows us to identify you or any other individual (“**Personal Information**”) in connection with your use of the Services, we will preserve, safeguard, and use such information as set forth in our [Privacy Policy](#). You represent that the Personal Information you provide is correct and accurate and undertake to update it in

case any changes occur.

- 2.6. You must provide all equipment and software necessary to use the Services yourself. You are solely responsible for any fees, including but not limited to internet connection, mobile or blockchain-related transaction fees, that you incur when accessing or using the Services.

3. **Ownership**

- 3.1. NuFi (and/or its suppliers, where applicable) owns all right, title and interest in and to the NuFi Content and the Services. You shall not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the NuFi Content and/or the Services.
- 3.2. NuFi and other related graphics, logos, service marks and trade names including but not limited to NuFi Content used on or in connection with the Services are intellectual property of NuFi and may not be used without permission in connection with any third-party products or services or otherwise than as expressly permitted by these Terms. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners including but not limited to NuFi's suppliers.
- 3.3. You own your User Content. By posting, displaying, sharing or distributing User Content on or through the Services, you grant us, and the provider of any Third Party Services used in connection with the Services, a non-exclusive license to use the User Content solely for the purpose of operating the Services. Except as prohibited by applicable law, we may disclose any information in our possession (including User Content) in connection with your use of the Services, to (a) comply with any applicable law, regulation and/or order of a competent authority; (b) enforce these Terms, (c) respond to your requests for customer service, (d) protect the rights, property or personal safety of NuFi, our employees, directors, officers, partners, suppliers, customers, agents, or members of the public, or (e) for any other purpose legally possible reasonably determined by us.
- 3.4. You may provide ideas, suggestions, documents, and/or proposals about the Services to NuFi through any means ("**Feedback**"), and you grant NuFi a fully paid, royalty-free, perpetual, irrevocable, worldwide, exclusive, and sublicensable right and license to use Feedback for any purpose.

4. **Accounts & Set up**

- 4.1. You can create an account in the Services by generating a random seed phrase that will represent the root key to access your wallet. This seed phrase will be stored in a backup encrypted with the password chosen by you. Certain wallet metadata may be stored in this encrypted backup (your sub-accounts' names, public keys and origin - mnemonic/hardware wallet). We have no access to your private key/s, therefore we have no access to your wallet. We are unable to interfere with assets stored in the wallet. You

need to understand that the seed phrase is the key to your wallet and whoever knows it has access to the wallet. You must keep the seed phrase and password secure at all times and must not disclose it to anyone. You are solely responsible for any loss and/or damage caused by a third party using your seed phrase and/or password to access your account. You can restore your wallet anytime by using the seed phrase. This will not, however, restore the wallet metadata and you may also need to restore each individual sub-account separately. You can pair your hardware wallet device (Ledger Nano S/X or Trezor Model T) with your account and use special cold sub-accounts. Wallets may be added to your account by exporting the (non-sensitive) public key of your account so we can show the balance on these cold sub-accounts at any time. In order to transfer funds from these cold accounts, you need to confirm the transaction on the hardware device while being plugged into your device.

- 4.2. You can create an account in the Services through the distributed key storage service Torus/Web3auth. In this case, the seed phrase is distributed among a decentralized Torus network and the user authenticates towards this service using social media accounts such as Gmail, Facebook, Twitter or other social media accounts supported by Torus/Web3auth protocol. We have no access to your private key/s, therefore we have no access to your wallet. We are unable to interfere with assets stored in the wallet. You need to understand that the social media account is the key to your wallet and if the social media account is compromised, so is the wallet. You are solely responsible for any loss and/or damage caused by a third party using your social media account to access your account. Furthermore, we are not responsible for any failure in the Torus/Web3auth protocol. The security of using Torus/Web3auth account can be increased by activating a 2 factor authentication in Torus/Web3auth interface accessible through Services settings.

5. Prohibited Conduct

- 5.1. By accessing the Services, you agree not to: (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or NuFi Content, or any portion thereof, including but not limited to on a service bureau or equivalent basis; (b) frame or enclose any trademark, logo, or other NuFi Content, (including images, text, page layout or form); (c) use any metatags or other “hidden text” using NuFi’s name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services (except to the extent this restriction is expressly prohibited by applicable law); (e) use any manual or automated software, devices or other processes (including spiders or other data mining tools) to “scrape” or download data from any web pages in the Site or from the Services (except that we grant operators of public search engines a revocable permission to do so for the sole purpose of creating publicly available searchable indices

(but not caches or archives) of such content); (f) access the Services in order to build similar or competitive services; (g) copy, reproduce, distribute, republish, download, display, post or transmit any NuFi Content except as expressly permitted herein; and (h) remove or destroy any copyright notices or other proprietary markings contained on or in the Services or NuFi Content. NuFi, its suppliers and service providers reserve all rights not expressly granted by these Terms. Any unauthorized use of the Services terminates the licenses and/or rights granted by NuFi herein.

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

6. Investigations

- 6.1. Although NuFi does not generally monitor your use of the Services, if NuFi becomes aware of or suspects any possible violations by you of any provision of the Terms or any applicable law, NuFi may investigate such violations and, at its sole discretion, take any actions it deems appropriate including but not limited to terminating your access to the Services, putting your access to the Services on hold, putting your account on hold or terminating it permanently.

7. Indemnification

- 7.1. You agree to indemnify and hold NuFi harmless from any losses, costs, liabilities and expenses (including legal fees) relating to or arising out of: (a) your use of, or inability to use, the Services; (b) your violation of the Terms; (c) your violation of any rights of another party, including but not limited to any other users of the Services; or (d) your violation of any applicable laws, rules, orders or regulations. NuFi may, at its own discretion, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall fully cooperate with NuFi in asserting any available defenses. This provision does not require you to indemnify NuFi for any fraud, gross negligence, or wilful misconduct of NuFi.

8. Disclaimer of Warranties

- 8.1. **THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS,**

WITH ALL FAULTS, AND NUFI EXPRESSLY DISCLAIMS, TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, ALL LIABILITY, WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT, TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, ALL RISK OF USE OF THE SERVICES RESTS ENTIRELY WITH YOU.

- 8.2. NUFI IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD NUFI LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON OR ACCESSED VIA THE SERVICES, INCLUDING THE USE OF THIRD PARTY SERVICES. THE RISK OF DAMAGE, LOSS OR INJURY FROM USE OF THIRD PARTY SERVICES RESTS ENTIRELY WITH YOU AND YOU AGREE THAT NUFI HAS NO LIABILITY IN CONNECTION WITH THIRD PARTY SERVICES.**
- 8.3. YOU AGREE AND UNDERSTAND THAT ALL USAGE OF THE SERVICES IS CONSIDERED UNSOLICITED, WHICH MEANS THAT YOU HAVE NOT RECEIVED ANY INVESTMENT, LEGAL, TAX OR FINANCIAL ADVICE FROM US IN CONNECTION WITH ANY SUCH USAGE, AND THAT WE DO NOT CONDUCT A SUITABILITY REVIEW OF ANY SUCH USAGE.**
- 8.4. ALL INFORMATION PROVIDED WITHIN THE SERVICES IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS INVESTMENT, LEGAL, TAX OR FINANCIALADVICE.**
- 8.5. THESE TERMS ARE NOT INTENDED TO AND DO NOT CREATE OR IMPOSE ANY FIDUCIARY DUTIES ON US. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE AND AGREE THAT WE OWE NO FIDUCIARY DUTIES OR LIABILITIES TO YOU OR ANY OTHER PARTY, AND THAT TO THE EXTENT ANY SUCH DUTIES OR LIABILITIES MAY EXIST AT LAW OR IN EQUITY, THOSE DUTIES AND LIABILITIES ARE HEREBY IRREVOCABLY DISCLAIMED, WAIVED, AND ELIMINATED TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW. YOU FURTHER AGREE THAT THE ONLY DUTIES AND OBLIGATIONS THAT WE OWE YOU ARE THOSE EXPRESSLY SET OUT IN THESE TERMS.**

9. Limitation of Liability

- 9.1. IN NO EVENT WILL NUFI BE LIABLE FOR ANY LOST PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE**

GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT NUFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED.

- 9.2. UNDER NO CIRCUMSTANCES WILL NUFI BE LIABLE TO YOU FOR DAMAGES ARISING OUT OF YOUR USE OF THE SERVICES EXCEEDING 100 SWISS FRANC.**
- 9.3. THE LIMITATIONS IN SECTIONS 9.1 AND 9.2 WILL NOT APPLY TO DAMAGES CAUSED BY FRAUD, GROSS NEGLIGENCE, OR WILFUL MISCONDUCT OF NUFI, OR TO THE EXTENT SUCH LIMITATIONS ARE PRECLUDED BY APPLICABLE LAW (IN WHICH CASE NUFI' LIABILITY SHALL BE INCREASED TO THE MINIMUM EXTENT AND/OR AMOUNT REQUIRED TO COMPLY WITH SUCH LAW).**
- 9.4. IF ANY DISCLAIMER AND/OR LIMITATION IN THESE TERMS IS DEEMED INVALID, UNENFORCEABLE OR INEFFECTIVE UNDER THE APPLICABLE LAW, SUCH DISCLAIMER AND/OR LIMITATION SHALL BE DEEMED MODIFIED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW.**
- 9.5. THE FIAT VALUE OF CRYPTOCURRENCIES DISPLAYED IN SERVICES INTERFACE ARE FOR INFORMATION PURPOSES ONLY AND WE CAN'T GUARANTEE THE ACCURACY OF THIS EXCHANGE RATES.**

10. Term and Termination

- 10.1. The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect for so long as you access or use the Services, unless terminated earlier in accordance with the Terms.
- 10.2. NuFi may, at any time and for any reason, cease providing any or all of the Services, and/or terminate the Terms. Without limiting the foregoing, we may also terminate your access to any or all of the NuFi Content and/or the Services.
- 10.3. Except as set forth in Section 10.4, these Terms will be of no further force and effect with respect to you if you cease all use of the Services.
- 10.4. Upon termination of the Services, your right to use the Services will automatically terminate with immediate effect. NuFi will not have any liability whatsoever to you for any suspension or termination. All provisions of the Terms which by their nature should

survive termination of these Terms or the Services will do so, including but not limited to Sections 2, 3, 5, 6, 7, 8, 9, 10 and 11.

11. Miscellaneous

- 11.1. Communications to you from NuFi use electronic means, whether made via the Services or sent via email, or whether NuFi posts notices on the Services. For contractual purposes, you (1) consent to receive communications from NuFi in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that NuFi provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing in a physical copy. The foregoing shall not affect your statutory rights.
- 11.2. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without NuFi' prior written consent.
- 11.3. NuFi will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to acts of God, war, terrorism, riots, pandemics or epidemics, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
- 11.4. If you have any questions, complaints or claims with respect to the Services, please contact us at: legal@nu.fi. We will do our best to address your concerns.
- 11.5. These Terms and any action related thereto shall be governed by and shall be construed in accordance with the laws of Switzerland. All claims and disputes arising under or relating to these Terms are to be settled exclusively by the competent courts in Canton of Zug, Switzerland.
- 11.6. Where NuFi requires that you provide an email address, you are responsible for providing NuFi with your most current and correct email address. In the event that the last email address you provided to NuFi is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Terms, NuFi's dispatch of the email containing such notice will nonetheless constitute effective notice. You may give notice to NuFi only in writing at the following postal address: NuFi AG, Arbachstrasse 60B, 6340 Baar, Switzerland. Such notice shall be sent by a prepaid first class post, return receipt requested. Such notice shall be deemed delivered when the receipt of such notice is signed off by NuFi upon delivery.
- 11.7. Any waiver of any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Any delay or failure in exercising any right shall not constitute a waiver unless such waiver is expressly confirmed in writing.

- 11.8. If any part of any section of these Terms is held invalid or unenforceable, that part will be construed in a manner to reflect, as nearly as possible, its original meaning while remaining valid and enforceable or if not possible shall be deemed deleted and the remaining part of the section and/or of these Terms will remain in full force and effect.
- 11.9. These Terms are the final, complete and exclusive agreement between you and NuFi with respect to the subject matter hereof and supersede and merge all prior discussions, agreements or representations between you and NuFi with respect to such subject matter.