

Terms of use

Last updated: June 13, 2024

By registering as a User, you confirm that you have read the terms of this User Agreement (hereinafter referred to as the User Agreement or Agreement) and other documents mentioned in the Agreement, agree with the terms of the Agreement and other documents mentioned in the Agreement, and undertake to comply with them, including any updates or changes made over time.

The Agreement mentions several important applicable documents, including:

- Privacy Policy, explaining how the personal data you share is processed
- Terms of Service, which set out additional terms and conditions for the use of individual Services.
- Risk Warning, which contains important information about the risks
- List of banned countries

You agree to be bound by the provisions of these documents.

Please read the Agreement and all related documents carefully. If you have any questions or need clarification, do not hesitate to contact us. If you do not fully understand and accept these Agreements, you should not register for an Account or access the Services.

The Agreement comes into force from the moment the User clicks the “Register” button during the registration process.

Terms and Definitions

In the Agreement, the following terms have the meanings set forth below:

Intellectual Property Rights – (i) patents, designs, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names, logos and corporate names, and registrations and applications for registration thereof, (iii) copyrights (registered and unregistered), copyrighted software, data, databases and related documentation, (iv) design rights, (v) trade secrets and other confidential information, (vi) geographical indications and appellations of origin, (vii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

QWIK – For convenience in this Agreement QWIK and/or any of its affiliates are referred to as Digital Media Provider, “we”, “our”, “us”.

Service Provider – an entity providing a certain set of services within the framework of the relevant Service.

1. **Virtual Asset Service Provider** – an entity providing services for storage, exchange, purchase and sale of Virtual Assets.
 - 1.1. **Virtual Asset Wallet Provider** – an entity providing the service of creating and using a wallet for storing Virtual Assets.
 - 1.2. **Crypto exchange provider** – an entity providing services for exchanging Virtual Assets for Fiat currencies or other Virtual Assets.
2. **Payment service provider** – an entity that provides the opportunity to carry out payment transactions using Fiat currencies.
3. **Digital Media Provider**

The names of Service Providers are contained in the Application interface and/or are communicated to the User at the time of the transaction.

User – the person who received an Account as a result of registration.

Virtual asset – a digital representation of value that can be traded digitally and functions as

1. medium of exchange; and/or
2. unit of account; and/or
3. store of value.

Fiat currency – legal tender, the nominal value of which is established, backed and guaranteed by the government.

Application Digital media provider (**Appendix**) – a digital environment through which the User has the opportunity to access Services integrated with the Account, go to the resources of Service Providers, view transaction history and other information in connection with transactions. We provide Users with rights to use the Application We.

Account – An account created in your name, allowing the User to access the Services.

Fees – fees charged by the Service Provider.

Service – includes:

1. Virtual asset service:

- 1.1. **Virtual Asset Wallet Service**, within which keys are generated for the User and encrypted keys of the User are stored, which can be used for the purposes of storing and/or transferring Virtual Assets.
- 1.2. **Crypto exchange service**, within the framework of which a Virtual Asset is exchanged for Fiat currency, Fiat currency is exchanged for a Virtual Asset, or one Virtual Asset is exchanged for another Virtual Asset.

The Virtual Assets Service is provided in relation to the Virtual Assets specified in the Application and/or in the User Account profile.

2. Payment service, within which:

- 2.1. An account has been opened for the user. The User has the opportunity to carry out payment transactions, including transferring Fiat currency to another payment account opened with the Payment Service Provider, receiving Fiat currency from another payment account opened with the Payment Service Provider, withdrawing Fiat currency to the User's account or withdrawing currency in another way, provided by the Payment Service Provider (for example, to an open payment account(s) with another payment service provider).
- 2.2. The user has the opportunity to make payments for goods, works, services, results of intellectual activity, etc.

The fiat currencies of the Payment Service are indicated in the Application and/or in the User Account profile.

List of banned countries – list of countries posted on the Website.

Web site – <https://qwikwallet.io/>

Applicable Law – laws, regulations, rules that apply to the provision, receipt, use of the Account and/or Services.

A reference to the singular in the text of the Agreement will include, where the context permits, the plural.

A reference to this Agreement or any other agreement or document is a reference to this Agreement or such other agreement or document, in each case as amended from time to time.

The headings in this Agreement are for convenience only and do not affect the interpretation of the Agreement.

Registration and User Accounts

Before you are granted access to the Services, you must create an Account. During the Account creation (registration) process, you will be asked to provide certain registration information, such as your email address, password, etc. The list of mandatory information that must be provided at the time of registration may change from time to time.

All information you provide during the Account creation process must be true, accurate, current and complete. If We believe that the information provided is not true, accurate, current and/or complete, We have the right to refuse your registration, access to the Services (all or part), limit access to the Services (all or part), terminate and/or suspend your Account.

Once your email address has been confirmed (the confirmation method determines Digital Media Provider), You will be able to access the Services, and information from each Service, if technically feasible, will be displayed on your Account profile page. Service providers have the right to request additional actions by the User, and the User in this case is obliged to perform such actions in order to gain access to certain Services.

When using your Account and Services, you may only act on your own behalf. Your Account may not be used as an intermediary or broker for any person or entity other than you, unless specifically permitted by an additional agreement with Service provider.

You must maintain adequate security and control of any and all IDs, passwords, personal identification numbers (PINs) and any other codes that you use to access the Services, devices and equipment from which you access your Account and Services, and also any passwords you use to access your email address associated with your Account. You are not permitted to sell, lend, share or otherwise provide access to your Account to anyone other than You. We may terminate or suspend your Account if we determine that you have violated the Agreement. You bear full legal responsibility for all activities that occur under your Account and accept all risks of unauthorized access to your Account and/or Services.

Your Account must not contain misleading, inaccurate or fraudulent information, including, but not limited to, having a false phone number, creating false reputation information for your Account, falsifying your place of residence, or providing false identification documents.

Accounts are provided at our sole discretion. We reserve the right to reject any application for an Account without giving any reason or to limit the number of Accounts you may hold.

To enter the Application, the User must enter his ID and password. The Application interface may display (depending on the Services used by the User):

- personal data of the User;
- payment accounts belonging to the User and the amount of funds in these accounts;
- address(es) of virtual asset wallets that are opened in the name of the User, and the amount of virtual assets that can be accessed using wallets;
- information about transactions made using Payment services and virtual asset wallets opened in the name of the User;
- information from Service Providers posted with your consent;
- information about Fees;
- other information.

User Eligibility Criteria

To be eligible to register for an Account and use the Services, you must:

- be an individual at least 18 years of age with no limited legal capacity;
- if you represent a company, be authorized to act on behalf of the company and bind it to this Agreement;
- not have been previously suspended from using the Services;
- do not have an existing Account;
- not be located in, or be a citizen or tax resident of, a country mentioned in our List of Prohibited Countries.

You guarantee:

- You have read, understood and fully agree to the Agreement as a whole and to each of the provisions of the Agreement separately;
- You agree to comply with the Agreement and other documents referred to in the Agreement with all future amendments, if any;
- You act in accordance with the laws of your jurisdiction and any other Applicable Laws;
- You are not prohibited from using the Account and Services under any law that You are required to comply with. Depending on your place of residence or the location from which you access or attempt to access the Account and Services, there may be factors that may limit or prevent your access to or use of the Account and Services. You are responsible for complying with all laws and regulations that apply to You in your country of residence and/or the location from which You access the Account and Services;
- You will not use the Account and Services for any purpose that is unlawful or prohibited by the Agreement.

For access to some Services, the User's eligibility and/or guarantee conditions may differ from those above.

Changing User Eligibility Criteria

We may change the eligibility criteria at any time in our sole discretion. Where possible we will notify you before changes are made. However, we may need to make changes without notice, including in the following cases:

- changes are due to legal and/or regulatory reasons; and/or
- changes in your interests; and/or
- any other valid reasons do not allow us time to notify you of this.

If we are unable to notify you in advance, we will notify you of the change as soon as possible after it becomes effective.

Account Types

We may introduce Account types in the future. The Account profile of the relevant User will contain the scope of such User's authority to use the Services.

Limits

Service providers have the right to set and change transaction limits in the Services. Information about limits is communicated to the User in the Application and/or in the Terms of Service and/or in another way.

Restriction of access, suspension and termination

We may terminate, suspend or limit your access to your User Account or the Services (all or part) at our sole discretion if:

- You violate or have violated at any previous time these Agreements and/or any agreement that You enter into with the Service Provider;
- there is reason to believe that your use of the Account and Services violates any applicable laws and/or regulations;
- We have reason to believe that you have provided us with false, inaccurate, incomplete, misleading and/or fraudulent information at the time of registration and/or identification and/or at any other time;
- You have not provided any information/document requested by us within the specified time period and/or the documents provided are false and/or misleading;
- You did not take and/or refused and/or delayed taking the measures provided for by the decision Service provider, and/or refused to cooperate in a dispute in which you participated;
- You have attempted (successful or unsuccessful) unauthorized access to the Account, the Service in order to bypass and/or break any security mechanism of the Account, the Service and/or use the Account or the Service in any other way that poses a security threat to us, other Service Provider and/or any other User;
- You have attempted (successfully or unsuccessfully) to interrupt the operation of the Application and/or damage software and/or hardware belonging to us and/or other service providers;
- we are required to do so in accordance with any applicable law and/or order issued by a government authority;
- we have reason to suspect that the person logging into your Account is not you, or we suspect that the Account has been or will be used for any illegal, fraudulent or unauthorized purpose;
- we have reason to suspect that more than one person has access to the same Account;
- You owe the Service Provider amounts that are not to your satisfaction;
- any message sent to your email specified in your Account profile is returned as undeliverable;
- there was a problem verifying your identity;
- You have taken any action that may circumvent our controls, such as opening multiple Accounts without written consent or abusing promotions that we may offer from time to time;
- You are unreasonably inactive during the conclusion of the Agreement;
- You have not completed the registration and/or other required process;
- one or more Users have reported you as a fraudster;
- in other cases provided for by the Agreement.

We will take reasonable steps to provide you with appropriate notice of termination, suspension or restriction. However, there may be times when we are required not to do so by Applicable Law or internal policies. Service provider.

You acknowledge and agree that:

- the above examples of cases where we may take action to restrict access, suspend, or terminate are not exhaustive; And
- Our decision to take certain actions, including, but not limited to, restricting access, suspension, termination, may be based on confidential criteria that are important to our risk management and security protocols. You agree that we are under no obligation to disclose to you details of our risk management and security procedures.

Identification and Verification

If we are required to do so by law or in accordance with our internal policies or in accordance with the policies of the Service Provider, we may at any time introduce or change mandatory identification and/or verification procedures and require you to undergo identification and/or verification, We may also require you to provide

identification documents. Failure to complete identification and/or verification will be considered a violation of the Agreement and may result in suspension and/or termination of use of all or part of the Services.

By entering into the Agreement, you provide us with consent to transfer your data to Service Providers. In some cases, you will need to independently provide your data to Service Providers in order to use certain Services. In such case, you authorize the Service Providers to provide the data to us.

You authorize us and the Service Providers to conduct investigations, directly or through third parties, and/or using third party databases and other sources to verify your identity or to protect you and/or us/Service Providers from fraud, money laundering, financing of terrorism or other financial crimes. We may take appropriate action based on the results of these requests.

We reserve the right to monitor and review on an ongoing basis any information you provide as necessary to comply with Applicable Law, regulation, sanctions program, embargo, legal process or the request of competent authorities.

When we and/or Service Providers make requests, you acknowledge and understand that your personal information may be disclosed to identity verification agencies. These agencies can fully respond to our requests. You can read our Privacy Policy for more information about how we process your personal data.

We and/or Service Providers may require you to comply with enhanced due diligence procedures, which may include providing additional personal information, providing additional records or documentation, or attending face-to-face meetings with representatives.

Fees

You agree to pay all applicable Fees associated with Your use of the Services as set forth in the Application or communicated to You in any applicable Terms of Service or communicated to You at the time of transaction.

You authorize Service Providers to charge all applicable Fees due in connection with the use of the Services in accordance with the calculation method provided in the Application and/or at the time of transaction.

Among other things, if You owe in one Virtual Asset and You do not have enough assets in that Virtual Asset, the Virtual Asset Service Provider may deduct the amounts owed in another Virtual Asset to complete the transaction (the Virtual Asset Service Provider will convert the Virtual Asset You hold into the Virtual Asset owed at a commercially reasonable rate). If there are insufficient Virtual Assets in Your Virtual Asset Wallet, You acknowledge that any amount due and payable is an immediate debt owed by You in the amount and form (whether in the form of Virtual Asset or otherwise) determined by the Service Provider.

Service Providers may change the Fees from time to time, including introducing new Fees.

We strive to display accurate information about Fees, but on occasion we may inadvertently contain typographical errors, inaccuracies or omissions related to Fees. We reserve the right to correct any errors, inaccuracies or omissions at any time.

Intellectual Property Rights

You acknowledge that all Intellectual Property Rights associated with the Account and Services are our property, other service providers or their respective licensors. Service Providers reserve all rights not expressly granted to you by this Agreement or otherwise.

The User is permitted limited use of the Application under the granted non-exclusive, non-transferable, non-sublicensable, revocable license, valid only during the term of the Agreement and subject to compliance with all its provisions. Any other use beyond the scope of this license is prohibited. Upon termination or termination of the Agreement, all licenses granted to You will terminate and You must immediately cease all use of the Account and Services.

When you upload or otherwise provide any content while using the Services, you automatically provide Service providers a worldwide, perpetual, revocable, royalty-free license, which includes the right to sublicense, to use, copy, modify and distribute this content for the purpose of providing and improving the Services.

You warrant that any content you upload will not infringe intellectual property rights, invade privacy or otherwise violate the rights of third parties, and you have all necessary rights or permissions required to use it on the Services.

Use of trademarks, logos or other commercial marks QWIK prohibited without our express written permission.

In the event of any claims or disputes arising from your use of materials that infringe Intellectual Property Rights, you undertake to bear all associated losses and expenses. Digital media provider and/or Service Providers.

The User may not, must not attempt to, and must ensure that he does not permit or assist anyone in doing the following:

- circumvent, disable or otherwise interfere with the security features of the Services or features that enforce restrictions on the use of the Services;
- disassemble, reverse engineer, alter, translate, modify or decompile part or all of the Services, or otherwise determine the source code of the Services, except as permitted by Applicable Law;
- distribute, copy, modify, duplicate, rent, sublease, transfer, sell or otherwise transfer the Services or any User rights therein;
- violate or abuse the password protections governing access to and use of the Services;
- interfere with the integrity or proper operation of the Services, including making an unreasonably large number of API requests that could compromise the security or availability of the Services;
- use the Services in an unlawful manner or otherwise in violation of this Agreement. You must not use the Services to engage in any illegal transactions, activities, including, but not limited to, money laundering, terrorist financing, smuggling and commercial bribery. If any illegal transactions, actions or activities are suspected or detected, we will take and apply all available measures in our sole discretion, including, but not limited to, freezing all relevant accounts (if applicable) and notifying the relevant authorities;
- remove, remove, obscure or otherwise alter any copyright, trademark or other intellectual property rights notices us or third parties appearing on the Services or any part thereof.

Any improvements to the Services resulting from any feedback are the sole property of Service providers and are considered the intellectual property of Service Providers. The User irrevocably and unconditionally assigns to the Service Providers all intellectual property rights that the User may have as a result of such feedback and waives any and all copyrights that the User may have in respect thereof.

Third party services

Access to third party services

User may elect to access certain Services provided by external and independent service providers (“Third Party Service(s)”) integrated with the Account. The User acknowledges and agrees that:

- Third Party Services are provided directly by a third party, under the control of a third party, and We We are not responsible for the quality or availability of content on Third Party Services, including their completeness, reliability, currency or error-free nature;
- We We are not responsible for any acts or omissions of such third party, including the failure of such Third Party Service to perform to a particular standard;
- Third Party Services are subject to the applicable third party terms and conditions (to which the User agrees by accessing those Third Party Services), and by using the Third Party Services, the User is interacting directly with that third party;
- The User's ability to access Third Party Services using an Account does not in any way constitute a recommendation or endorsement of those Third Party Services by us.

Third Party Access to Usage Data

In order for the User to use Third Party Services, we may need to provide certain data to the third party. The User acknowledges and agrees that We We may share any data (including, but not limited to, usage data) that a User provides to us when using an Account and Third Party Services. Client User gives permission and agrees to We We share only the data that is necessary to ensure the functioning of the Third Party Services, access to which is requested by the User.

Disclaimer of Accuracy of Third Party Content

We cannot and do not guarantee that any third party content made available on the Service by a third party is accurate, complete, reliable, current, or error-free.

Disclaimer for errors related to Third Party Services

In the event that a transaction is not completed due to the actions of a third party or an error occurs as a result of the actions of a third party (including, without limitation, errors on any supported blockchain platform), We shall not be liable for any claims, liabilities, expenses, losses, expenses and/or demands arising from such content or activities of a third party.

Disclaimer of Warranties

You hereby acknowledge that you accept all Services "as is" and "as available" and that use thereof is solely at your risk and responsibility. We make no representations or warranties regarding the functionality, reliability, integrity, accuracy of the Services, or their suitability to your requirements.

We reserve the right to change or discontinue the Services and/or features of the Services at any time without prior notice.

From time to time, Service Providers may also make available to User Services or features under development ("Beta Services"). The Beta Services are provided "as is", without warranties of any kind, express or implied. User may, at its sole discretion, elect to trial such Beta Services. User acknowledges that the Beta Services may contain errors or defects and any participation in the use of the Beta Services is at the User's risk. User acknowledges that Service Provider may discontinue providing the Beta Services at any time in its sole discretion and may never make the Beta Services available for general use.

As a User, You agree that if the Services or Beta Services do not meet Your expectations, You will waive their use as your only remedy.

The User is solely responsible for the selection and use of Third Party Services, and notwithstanding the provisions of other sections of the Agreement, we and our affiliates make no warranties, express or implied (statutory or otherwise), and hereby disclaim all liability with respect to such Third Party Service.

Disclaimer

You understand and agree that under no circumstances will we be liable for any of the following events:

- loss of income;
- loss of transaction profits or contractual losses;
- business disruption;
- currency losses;
- loss of information;
- loss of opportunity;
- damage to business reputation;
- damage or loss of data;
- any indirect, special or incidental loss or damage.

The points above are independent of each other.

We are not responsible for any loss or damage caused by the interception of data by third parties during your transactions on the Services.

We strive to ensure that the information provided to you through the Application is accurate, but we cannot guarantee its complete accuracy or timeliness and therefore disclaim responsibility for the use of data and information for certain purposes.

In the event that a transaction fails due to an error or failure associated with any third party service, including the underlying blockchain or protocol of any supported Virtual Asset (including delays caused by "hashing" and other blockchain errors), We shall not be liable for any claims, liabilities, costs, damages and/or expenses related thereto. We are not responsible for any damage caused by downtime or failure of the blockchain and/or node.

Compensation for losses by the User

You undertake to indemnify us and the Service Providers for any losses and expenses arising from claims or claims by third parties arising out of your use of the Services, your violation of laws or the rights of third parties. This also includes the reasonable costs of outside counsel that Service Provider may need to pay in connection with such claims or claims.

Force Majeure

We will not be liable for any delay or failure to perform under this Agreement if the delay or failure is caused by force majeure: fires, strikes, wars, floods and other natural disasters, power outages or interruptions, acts of government authorities, failures of computers, servers or the Internet, criminal acts of third parties, any other delays, failures or interruptions that cannot be foreseen .

Virtual assets

We record in your Account information about the quantity and type of any Virtual Assets held by Virtual asset wallet provider. We are not a fiduciary and do not have any fiduciary duties in relation to any Virtual Assets contained in the Account.

If the Service Provider is informed and reasonably believes that any Virtual Assets stored in a Virtual Asset Wallet are stolen or are not otherwise in Your rightful possession (by mistake or otherwise), the Service Provider may, but is not obligated to, freeze the affected funds and your wallet. If the Service Provider holds some or all of the Virtual Assets stored in Your Wallet, the Service Provider may continue to hold such hold until there is acceptable evidence that You are entitled to ownership of the Virtual Assets stored in the Wallet. The Service Provider will not be involved in any disputes or dispute resolution related to any Virtual Assets stored in Your Wallet.

Privacy of Others

If You obtain information about another User through the Application or as a result of using the Services, You must keep that information confidential and use it only in connection with the Services and at all times in accordance with Applicable Law. You must not disclose or distribute any User information to a third party or use this information in any way except as reasonably necessary for the purposes of using the Services.

Death of the Account owner

In the event of your death or incapacity, the representative(s) of your estate must notify us in writing as soon as possible. If we have reason to believe that you have died, we may suspend your Account.

Taxation

You are solely responsible for accounting for and satisfying all tax liabilities that You may incur in connection with Your Account and as a result of Your access to and use of the Services. We make no representations regarding tax liabilities, do not assume any tax liability with respect to Users, and do not assume any responsibility for Users' tax liabilities or for the collection, reporting, withholding or remittance of any taxes arising in connection with the Services , which you can use. You acknowledge and agree that We will not provide you with any tax advice. You are solely responsible for paying all taxes due as a result of your use of the Services and for providing the tax authority with any information that is requested from you. In the event that we are required by Applicable Law or voluntarily decide to report to any competent authorities information related to your tax obligations, you undertake to provide us with the requested documents, data and information.

Special conditions

User represents and warrants that (i) User is not a national of or located in a country or territory identified on our Prohibited Country List; (ii) User is not listed on any list of restricted parties (including, without limitation, the Sectoral Sanctions List administered by OFAC). User acknowledges that the Service may not be available in some jurisdictions and that User is solely responsible for (a) compliance with export control laws; and (b) monitoring them for changes. We may terminate this Agreement immediately if we reasonably believe that the User is in violation of this section.

Confidentiality

Any personal information you share will be treated as confidential and will be distributed only within the company, its affiliates, business partners, service providers and will not be disclosed to third parties, except for any regulatory requirements or legal proceedings. Website tracking systems may collect data about the pages you access, how you discovered the Service, the frequency of your visits, and so on. The information we receive is used to improve the Services and may be used by us, the Service Providers, to communicate with you by any appropriate means and to provide you with any information that we think may be useful to you. More detailed information regarding personal data is contained in our Privacy Policy.

Dispute Resolution

Notice of Claim

Please contact first us, if you have any questions about the Services. We want to solve your problems without resorting to formal legal proceedings, if possible. You will be assigned a ticket number if your issues cannot be resolved first. Issuance of a ticket number initiates the internal dispute resolution process. We will try to resolve the dispute as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (such discussions shall remain confidential and subject to applicable rules protecting settlement discussions from being used as evidence in any legal proceeding).

In the event that a dispute cannot be resolved satisfactorily and you wish to make a claim against us You agree to set forth the basis for such claim in writing in a “Notice of Claim” as a form of prior notice. The Claim Notice must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) identify the original ticket number, and (4) provide your Account email address. Notice of claim must be sent to the following email address: help@qwikwallet.io After you have provided a Notice of Claim, the dispute referred to in the Notice of Claim may be referred to either us, or by you to arbitration.

To avoid misunderstandings, submitting a dispute us for internal resolution and delivery of Notices of Claim are preconditions to the commencement of arbitration (or any other proceeding).

During the arbitration proceeding, the amount of any settlement offer made by you or us, shall not be disclosed to the arbitrator.

Class Action Waiver

You and We agree that any claims must be made to us in arbitration proceedings only on an individual basis. You agree to waive any right to have such claims brought, heard or arbitrated on a class action basis.

Duration and termination of the Agreement

These Agreements are concluded for an indefinite period and are valid until terminated in accordance with the provisions set forth in the Agreement.

The User has the right to terminate the relationship if the User has no outstanding obligations to us, by contacting customer support and following the instructions provided by the service.

After deleting your Account, access to the Services becomes impossible. Any monetary obligations of the parties that arose before the date of deletion of the Account are preserved until they are fully fulfilled.

Alteration

We have the right to unilaterally make changes to this Agreement and other applicable documents. Please review this Agreement and other applicable documents each time you access and/or use the Services. You acknowledge and agree that if you access and/or use the Services, you will be deemed to have accepted the most current versions of the documents. If you do not agree to comply with the terms of this Agreement and other applicable documents, you may not access or use the Services. We notify the User of changes to the Agreement and other applicable documents by posting updated versions of the documents in the Application and on the Website. Changes come into force from the moment of publication of the new version of the document, unless other dates of entry into force are expressly indicated upon publication. The User's use of the Services after the changes come into force is considered as unconditional acceptance of the updated terms. Changes to Fees may be effective immediately and without prior notice.

Language

This Agreement may be translated into a language other than English. Any such translation is provided solely as a convenience to you. In case of inconsistency or ambiguity, the English text will control.

Retention of legal effect

All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will continue to be binding and in effect after the termination or expiration of this Agreement.

Invalid

If at any time any clause of the Agreement is or becomes unlawful, void or unenforceable in any respect, the legality, validity or enforceability of the remaining clauses will not be affected in any way.

Relations between the parties

We are not your agent in the performance of this Agreement. This Agreement shall not be construed to imply the creation of an association, joint venture, partnership or franchise between the parties.

Without disclaimer of right

No delay or omission on our part in exercising any right or remedy under the Agreement will operate as a waiver of the future exercise of that right or remedy. The rights and remedies provided for in the Agreement are cumulative and are not exclusive of any rights or remedies provided under Applicable Law.

Reciprocity

In addition to any legal or other remedy available under the Agreement or Applicable Law, we may set off any amounts you owe to us under the Agreement.

Assignment

You may not assign or transfer any of your rights or obligations under the Agreement without our prior written consent. However, we may assign or transfer any of our rights or obligations under the Agreement to any other person at any time, including, without limitation, in connection with any merger, acquisition or other corporate reorganization involving us.

Contact Information

We transmit information to the User through the Application or using the contact information provided by the User. By providing us with the User's contact information (for example, email address, telephone number), the User agrees to receive any information from us and other Service Providers via the contact information provided, including information about changes to this Agreement. It is very important that your contact information is accurate and up to date. If your contact details change, please notify us immediately. We are not responsible if you miss receiving important information or notices from us and other Service Providers because your contact information is out of date.

Communication between the User and us, other Service Providers, our explanations regarding the Agreement, news, articles, newsletters, etc. sent by us, the Service Provider, do not constitute investment advice or advice, an offer or recommendation to carry out a transaction.

Personal messages sent to the User are considered received by the User when, from the moment of sending the notification, the period usually required for sending the message through the appropriate means of communication has expired. A message sent through the Application, via email, SMS, is considered received on the day it is sent.

The User is obliged to immediately inform us, the Service Provider, about all data that has changed compared to the data provided previously (for example, changes in personal or contact information), as well as about all circumstances that may affect the fulfillment of the User's obligations to us and other Providers services (for example, reorganization, bankruptcy, enforcement or liquidation proceedings). Upon request, the User must provide a document confirming the change.

The User is obliged to immediately notify us and other Service Providers of the loss of an identification document or other means of identification or security element.

You agree that we may record and store any telephone, email, chat, or other forms of communication with you, including communications used to give instructions for the purpose of initiating transactions, and that the recordings may be used as evidence in any proceedings. These recordings will be our exclusive property.

If you are communicating with us via email, you should be aware that the security of email on the Internet is uncertain. By sending confidential email messages that are not encrypted, you accept the risks associated with such uncertainties and the possible lack of privacy on the Internet. The Internet is not 100% secure and someone can intercept and read your data.

For more information about us You can visit our Website. If you have questions, feedback or complaints, you can contact our customer support team at help@qwikwallet.io. Please note that our other contact information may be provided in this Agreement for certain notices.

User support

Our customer support team will make reasonable efforts to address and resolve User requests in a timely and effective manner. However, resolution time may vary depending on the nature and complexity of the problem.

Do not use the support service to send abusive, defamatory, dishonest or obscene messages, manipulate markets, disseminate false or misleading information, or send messages that violate Applicable Laws. Participation in such activities may result in termination of access to customer support and potential restrictions on the availability of the Services to you.

We reserve the right to remove information posted by you that violates Applicable Law or the Agreement without prior notice.