



# Jewel.Finance

## Terms and conditions

### Jewel.Finance Terms of Use

Please read carefully these Terms of Use before using or accessing <https://Jewel.finance/>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS developed and released under JEWEL.FINANCE brand name, which are created and operated by JEWELPAY OÜ.

By clicking to accept, and by accessing <https://jewel.finance/> or using our services, you agree to be bound by these Terms of Use and all terms incorporated by reference.

#### 1. SCOPE OF THESE TERMS OF USE

These Terms of Use govern (1) the use of <https://jewel.finance/>; (2) the use of mobile application; (3) opening, use and closure of JEWEL.FINANCE Wallet and other services related to storage and transfer of virtual currencies; (4) all JEWEL.FINANCE transactions. All terms and conditions referred to in these Terms of Use constitute an agreement between User and JEWELPAY OÜ, a company incorporated in Estonia with Registry Code 14615389 and whose registered address is located at Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 7-634, 1011T.

#### 2. ACCEPTANCE OF THESE TERMS OF USE

These Terms of Use, which incorporate by reference other provisions applicable to use of <https://jewel.finance/>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS, including, but not limited to, any supplemental terms and conditions set forth hereof governing the use of certain specific material and information contained on <https://jewel.finance/>, sets forth the terms and conditions that apply to use of <https://jewel.finance/>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS by User.

By using <https://jewel.finance/>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS User agrees to comply with all terms and conditions hereof. The right to use <https://jewel.finance/>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS is personal to User and is not transferable to any other individual or legal entity.

User is responsible for ensuring that use of <https://jewel.finance/>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS fully complies with these Terms of Use. User shall be responsible for protecting the confidentiality and safety of User's login details, if any.

JEWELPAY OÜ shall have the right at any time to change or discontinue any aspect or feature of <https://jewel.finance/>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS including, but not limited to, features, content, hours of availability, and equipment needed for access or use.

### 3. AMENDMENTS TO THESE TERMS OF USE

JEWELPAY OÜ reserves the right to modify or update these Terms of Use at any time for any reason, with or without prior notice to you, and any such changes to these Terms of Use will supersede and replace any previous Terms of Use effective immediately upon posting on the Website.

It is User's responsibility to periodically review these Terms of Use as posted on <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS for any changes.

User's continued use of <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS after the posting of changes to these Terms of Use will constitute User's acceptance of such changes.

User should discontinue using <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS and services offered by JEWELPAY OÜ if User does not agree with any changes to these Terms of Use.

### 4. KNOW-YOUR-CUSTOMER POLICY

JEWELPAY OÜ reserves the right to conduct "Know your customer" (KYC) and/or "Anti-money laundering/Counter-terrorist Financing" (AML/CTF) checks and procedures on Users in accordance with applicable laws and regulations in Estonia to prevent money laundering and/or terrorism financing and any transaction or activity that facilitates money laundering and/or terrorism financing.

User undertakes to provide all documents and/or information requested by JEWELPAY OÜ in respect of conducting KYC or AML/CTF checks/procedures. In the event that User fails or refuses to provide the specific and necessary documents and/or information requested by JEWELPAY OÜ in due time, JEWELPAY OÜ shall have the right to terminate User's rights to use <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS and to stop providing services to that User without any obligation from JEWELPAY OÜ to indemnify User.

JEWELPAY OÜ reserves the right to reject applications received from Users originating from and/or residing in high risk and non-cooperative jurisdictions with strategic AML/CFT deficiencies.

### 5. RESTRICTED LOCATIONS

**JEWELPAY OÜ does not provide services to citizens and residents of the United States of America or any other country where transactions in respect of, or with use of, virtual currency fall under the restrictive regulations.**

User shall immediately notify JEWELPAY OÜ should User become an U.S. Person within the period of using <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS.

Within the meaning of U.S. Foreign Account Tax Compliance Act (FATCA), the term 'US person' means:

- A citizen or resident of the United States;
- A partnership created or organised in the United States or under the law of the United States or of any state, or the District of Columbia;
- A corporation created or organised in the United States or under the law of the United States or of any state, or the District of Columbia;

- Any estate or trust other than a foreign estate or foreign trust;
- A person that meets the substantial presence test;
- Any other person that is not a foreign person.

Within the meaning of U.S. Foreign Account Tax Compliance Act (FATCA), the term 'US citizen' means:

- An individual born in the United States;
- An individual who has a parent who is a US citizen;
- A former alien who has been naturalised as a US citizen;
- An individual born in Puerto Rico or Guam, or the US Virgin Islands.

The following criteria shall be also considered and taken into account:

- A U.S. place of birth;
- Identification of the Account Holder as a U.S. citizen or resident;
- A current U.S. residence or mailing address (including a U.S. PO box);
- A current U.S. telephone number;
- Standing instructions to pay amounts from a foreign (meaning non U.S.) account to an account maintained in the United States;
- A current power of attorney or signatory authority granted to a person with a U.S. address;
- A U.S. "in-care-of" or "hold mail" address that is the sole address with respect to the account holder;
- Any non U.S. person who shares a joint account with a U.S. person or otherwise allows a U.S. person to have signatory authority on the account;
- Any business or not for profit organization that allows a U.S. person to have signatory authority on a financial account.

## 6. DESCRIPTION OF SERVICES

Through <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS, JEWELPAY OÜ provides User with access to a variety of services, including download areas, and product information. The services, including any updates, enhancements, new features, and/or the addition of any new <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS properties, are subject to these Terms of Use.

Among other services JEWELPAY OÜ provides Users with a software platform that allows to accept, store, transfer, and exchange virtual currencies. Users register on <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS and get possibility to open and use virtual currency wallet in accordance with these Terms of Use.

The purpose of <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS is storage, transfer and exchange of virtual currencies.

## 7. RISKS ASSOCIATED WITH VIRTUAL CURRENCIES

User shall consider and acknowledge the following risks associated with virtual currencies, blockchains and blockchain-based systems.

- Price Volatility: User hereby accepts and understands that JEWELPAY OÜ does not guarantee the market liquidity of virtual currencies that might result in difficulty to buy, sell or trade virtual currencies. User expressly acknowledges and confirms that User shall not hold JEWELPAY OÜ or any of its representatives and affiliates liable for any losses or damages arising from the price volatility of virtual currencies.

- Operational Error: User accepts and understands that User may never receive virtual currency or lose the entire amount paid for virtual currency as a result of technical interruptions and operational errors.
- Uncertain Regulatory Framework: User acknowledges and understands that JEWELPAY OÜ shall not be liable for any losses or damages (whether direct or indirect) caused by changes in regulatory and compliance requirements of the applicable virtual currency laws and regulations.
- Loss of theft: User acknowledges and understands that JEWELPAY OÜ shall not be liable for any losses or damages (whether direct or indirect) caused by a security breach, user error, or any technological failure at <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS.

The risks described above may result in loss of virtual currencies, decrease in or loss of all value for virtual currencies, inability to access or transfer virtual currencies, inability to trade virtual currencies, and other financial losses to User.

User hereby agrees and confirms that JEWELPAY OÜ shall not be responsible and liable for such risks.

## 8. JEWEL.FINANCE WALLET

JEWEL.FINANCE Wallet is a virtual currency wallet that enables User to receive, store, send, and exchange virtual currencies.

User can store different virtual currencies in JEWEL.FINANCE Wallet. JEWELPAY OÜ reserves the right to add or remove any virtual currency from the list of virtual currencies supported by JEWEL.FINANCE Wallet.

User accepts and understands that JEWEL.FINANCE Wallet is not a bank account and virtual currencies stored in User's JEWEL.FINANCE Wallet will not earn any interest.

JEWEL.FINANCE Wallet will permit User to generate one or more addresses to which virtual currencies may be transferred from a wallet, exchange or address not hosted or controlled by JEWELPAY OÜ.

User has the right to withdraw funds from JEWEL.FINANCE Wallet at any time in accordance with the withdrawal procedures accepted and approved by JEWELPAY OÜ. User must have sufficient funds to cover any applicable withdrawal fees.

Virtual currencies held in User's JEWEL.FINANCE Wallet belong to a physical or legal person who has been verified as a registered owner of JEWEL.FINANCE Wallet.

JEWEL.FINANCE Wallet does not perform and support margin trading.

Settlement process is based on public blockchains operated by a decentralized network of independent third parties. Therefore, User acknowledges, agrees and accepts that a transaction on JEWEL.FINANCE may not be completed, or may be substantially delayed by the network.

### Deposits

User may from time to time transfer to JEWEL.FINANCE Wallet any virtual currency that is supported for transfer and storage using <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS.

If User transfers to JEWEL.FINANCE Wallet any virtual currency that is not supported for transfer and storage, such virtual currency may be permanently lost.

Deposits will be accepted via debit/credit cards, virtual currency transfer or any other method of digital currency transfer acceptable by JEWELPAY OÜ from time to time.

JEWELPAY OÜ will not accept assets from anonymous or third parties' accounts in favour of User's JEWEL.FINANCE Wallet.

### **Withdrawals & Transfers**

Only holders of verified JEWEL.FINANCE Wallets will be able to perform withdrawal and transfer transactions.

User has to submit withdrawal request online via <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS.

User must have sufficient number of units of virtual currency on JEWEL.FINANCE Wallet necessary to satisfy any withdrawal request as well as applicable withdrawal fees.

JEWELPAY OÜ reserves the right to set limits on the amounts that User is able to withdraw on a daily or other periodic basis.

Users can withdraw funds only by using methods that are available and specified on <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS.

In accordance with internal policies and procedures of JEWELPAY OÜ, withdrawals must be performed only by using the same credit/debit card that User used to fund JEWEL.FINANCE Wallet or buy any virtual currency.

Withdrawals can be made in the following currencies: EUR, USD, GBP and any other virtual currency supported by JEWELPAY OÜ.

User may be requested to provide additional information and documents in order to withdraw funds from JEWEL.FINANCE Wallet.

Funds are considered to be withdrawn and released once User's credit card merchant has debited the funds from User's JEWEL.FINANCE Wallet.

JEWELPAY OÜ shall not be responsible for any additional credit card fees, which might be applicable.

JEWELPAY OÜ shall not process User's requests to transfer funds to third parties.

JEWELPAY OÜ shall not be responsible or liable for any losses if User has instructed JEWELPAY OÜ to send virtual currency to an address that is incorrect, improperly formatted, erroneous or intended for a different type of virtual currency.

## **9. JEWEL.FINANCE WALLET FEES**

User agrees to pay the fees for withdrawal and exchange transactions (if applicable) completed via JEWEL.FINANCE Wallet as defined at <https://app.Jewel.Finance/settings/fees>

JEWELPAY OÜ reserves the right to review the fee schedule and apply changes as sees fit. Changes to the fees are effective as of the date they are posted on <https://jewel.finance>, and new fees will apply to any withdrawal and exchange transactions, which are performed following the effective date of such revised fees.

User authorizes JEWELPAY OÜ to automatically deduct fees directly from User's balance on JEWEL.FINANCE Wallet.

Applicable fees include:

- The fees that are payable to individual blockchain networks to deliver transactions and might be adjusted in accordance with blockchain conditions;
- Flat 4.5% processing fee for all credit/debit card transactions charged by our card processor. The card processor reserves the right to change the fees at any time.

If User has not been using JEWEL.FINANCE Wallet for 6 (six) months, User's JEWEL.FINANCE Wallet will be subject to a deduction of a fixed dormant account fee in the amount of 50USD/EUR/GBP. This fee will be deducted on the last day of each calendar month.

## 10. NON-REFUND POLICY

Transactions related to buying, selling, transferring, and exchanging of virtual currencies are final and non-refundable. As such, JEWELPAY OÜ is unable to reverse or refund any virtual currency transactions or payments, unless otherwise decided by JEWELPAY OÜ at its sole discretion.

If User experiences a technical issue while performing transactions through JEWEL.FINANCE Wallet, User may contact our Customer Care Team via the designated email address to let us know what happened. User should provide any available screenshots along with a detailed description of the issue and User's request.

JEWELPAY OÜ shall not process User's claims without supporting documentation as definite evidence. Customer care team member will review User's request, verify the details, investigate and take the appropriate action. User will be reimbursed only if Customer Care Team is able to verify and confirm that the loss occurred due to a documented bug or server error.

User shall send reimbursement request within 3 days from the date when the loss occurred. Any reimbursement requests submitted after 3 days period will not be reviewed or considered.

User agrees that fiat to crypto exchange transactions are irreversible and may not be cancelled.

## 11. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS.

## 12. USER CONDUCT

- User shall use <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS for lawful purposes only. User shall not post or transmit through <https://jewel.finance>, JEWEL.FINANCE Wallet

or any JEWEL.FINANCE application for Android and iOS any material which violates or infringes in any way upon the rights of other Users, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without express prior approval of JEWELPAY OÜ, contains advertising or any solicitation with respect to products or services. Any conduct by User that in discretion of JEWELPAY OÜ restricts or inhibits any other User from using <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS will not be permitted. User shall not use <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of other Users to become subscribers of other on-line services competitive with JEWELPAY OÜ.

- User shall not use <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity; transfer files that contain viruses or other harmful programs; seek to bypass or interfere with any security features of <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS, or interfere with any of the websites, servers, or networks of JEWELPAY OÜ.
- <https://jewel.finance>, JEWEL.FINANCE Wallet and any JEWEL.FINANCE application for Android and iOS contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS are copyrighted as a collective work under the European copyright laws. JEWELPAY OÜ owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of JEWELPAY OÜ and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading and using copyrighted material.
- User shall not upload, post or otherwise make available on <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS, User automatically grants, or warrants that the owner of such material has expressly granted JEWELPAY OÜ the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. User also permits any other User to access,

view, store or reproduce the material for that User's personal use. User hereby grants JEWELPAY OÜ right to edit, copy, publish and distribute any material made available on <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS by User.

- The foregoing provisions are for the benefit of JEWELPAY OÜ, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

### **13. USE OF SERVICES**

JEWELPAY OÜ reserves the right to change, suspend or discontinue any aspect of the <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS at any time, without any prior notice and liability from the side of JEWELPAY OÜ.

JEWELPAY OÜ reserves the right to suspend, restrict or terminate the User's access to <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS at any time without notice, at the sole discretion of JEWELPAY OÜ, if the JEWELPAY OÜ has reasonable grounds to believe that User has breached these Terms of Use.

JEWELPAY OÜ reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at sole discretion of JEWELPAY OÜ.

### **14. USER ACCOUNT, PASSWORD, AND SECURITY**

If any of the services requires User to open an account, User must complete the registration process by providing JEWELPAY OÜ with current, complete and accurate information as prompted by the applicable registration form.

User will also choose a user name and a password. User is entirely responsible for maintaining the confidentiality of User's password, account, and wallet. Furthermore, User is entirely responsible for any and all activities that occur under User's account.

User agrees to notify JEWELPAY OÜ immediately of any unauthorized use of User's account or any other breach of security. JEWELPAY OÜ will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by JEWELPAY OÜ or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

### **15. SOFTWARE AVAILABLE ON THE WEBSITE**

Any software that is made available to download is the copyrighted work of JEWELPAY OÜ and/or its affiliates. Use of the software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the software. An end user will be unable to install any software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms and conditions.

The software is made available for download solely for use by end Users. Any reproduction or redistribution of the software not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.



WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. EXCEPT AS WARRANTED IN THE LICENSE AGREEMENT, JEWELPAY OÜ HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

FOR YOUR CONVENIENCE, JEWELPAY OÜ MAY MAKE AVAILABLE AS PART OF THE SERVICES OR IN ITS SOFTWARE PRODUCTS, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. JEWELPAY OÜ DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH TOOLS AND UTILITIES. PLEASE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND UTILITIES MADE AVAILABLE ON [HTTPS://JEWEL.FINANCE](https://jewel.finance)

## **16. PERSONAL DATA AND PRIVACY**

Our overriding objective is to handle all personal data fairly and securely. Any personal information provided by you will be collected, processed, disclosed and used by JEWELPAY OÜ in accordance with our Privacy Policy.

JEWELPAY OÜ collects and processes personal data of Users when they access <https://jewel.finance>, open virtual currency wallets and use virtual currency wallet services.

JEWELPAY OÜ is fully responsible for the protection of User's personal data and undertakes to comply with all applicable laws and regulations to safeguard User's personal data.

Please refer to our Privacy Policy for more information.

## **17. DOCUMENTS AVAILABLE ON [HTTPS://JEWEL.FINANCE](https://jewel.finance)**

Permission to use documents (such as terms of use, privacy policy, press releases and AML Policy) from <https://jewel.finance> is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such documents from <https://jewel.finance> is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any documents are made.

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## 18. USERS' COMPLAINTS

User shall send all complaints about JEWELPAY OÜ or JEWEL.FINANCE Wallet services to [help@jewel.finance](mailto:help@jewel.finance)

JEWELPAY OÜ shall respond to User's complaint within 3 business days.

## 19. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

- User expressly agrees that use of <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS is at User's sole risk. Neither JEWELPAY OÜ, nor its affiliates or respective employees, agents, third party content providers or licensors warrant that <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS, or as to the accuracy, reliability or content of any information, service, or merchandise provided through <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS
- <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to these terms of use.
- User expressly agrees that JEWELPAY OÜ is not an owner of any virtual currency supported by <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS and User shall be solely responsible for making transactions with any virtual currency.
- User represents and warrants that he or she is of legal age and is legally permitted to buy, store, sell, and exchange virtual currencies in User's jurisdiction.
- User represents and warrants that User is neither resident nor citizen of a country whose laws and regulations ban or limit the storage, transfer, use, and exchange of virtual currencies. User further represents and warrants that opening JEWEL.FINANCE Wallet in User's name does not violate any laws or regulations applicable in a country of User's residence.
- User represents and warrants that User has the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any virtual currency that User decides to buy, sell or exchange.
- User represents and warrants that User has the knowledge, experience, and understanding of all the merits, risks, and restrictions associated with virtual currencies.
- User represents and warrants that User is acting solely on User's own behalf and is not acting for a purpose of a trade, business or profession.

- User represents and warrants that User is not using <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS for the purpose of speculative investment.
- JEWELPAY OÜ warrants that it has taken all necessary measures, within its reasonable control and the state of the art, in order to guarantee the proper functioning of <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS and to minimize system errors, both from a technical point of view and material published, as well as to prevent the existence and transmission of viruses and other harmful components to the computer systems of Users; however, JEWELPAY OÜ does not guarantee that <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS shall be fully exempt of errors, failures or malign components (of any nature) at all times.
- In no event will JEWELPAY OÜ, or any person or entity involved in creating, producing or distributing <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS. User hereby acknowledges that the provisions of this section shall apply to all content on <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS.
- In addition to the terms set forth above neither JEWELPAY OÜ nor its affiliates or representatives shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, the information contained on <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising therefrom or occasioned thereby. none of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages.
- **Neither JEWELPAY OÜ no its affiliates or representatives shall have liability for User's investment decisions.** Neither JEWELPAY OÜ, nor its affiliates or representatives warrant or guarantee the results to be obtained from the use of <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS.

## 20. FORCE MAJEURE

Neither User nor JEWELPAY OÜ, including its affiliates, directors, employees, agents, contractors and service providers, shall be held liable towards the other party for any failure to perform any obligation, if such failure is caused by circumstances beyond the reasonable control of either JEWELPAY OÜ or User failing to fulfil its obligations.

For the purpose of these Terms of Use a force-majeure shall include, but not limited to lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, acts of government or other competent authorities (including telecommunications and internet service providers).

## 21. LINKS TO THIRD PARTY WEBSITES

The links to third parties websites are not under the control of JEWELPAY OÜ and JEWELPAY OÜ is not responsible for the contents of any linked website or any link contained in a linked website, or any changes or updates to such websites. JEWELPAY OÜ is not responsible for webcasting or any other form of transmission received from any linked website. JEWELPAY OÜ is providing these links to you only

as a convenience, and the inclusion of any link does not imply endorsement by JEWELPAY OÜ of the website.

JEWELPAY OÜ is a distributor (and not a publisher) of content supplied by third parties and Users. Accordingly, JEWELPAY OÜ has no more editorial control over such content. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, Users or any other user of <https://jewel.finance>, are those of the respective author(s) or distributor(s) and not of JEWELPAY OÜ. Neither JEWELPAY OÜ nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

Under no circumstances will JEWELPAY OÜ be liable for any loss or damage caused by a User's reliance on information obtained through <https://jewel.finance>. It is the responsibility of User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through <https://jewel.finance>. Users should seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

## 22. INDEMNIFICATION

User agrees to defend, indemnify and hold harmless JEWELPAY OÜ, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use (misuse) of <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS by User.

User expressly indemnifies and absolves JEWELPAY OÜ (including its affiliates, respective directors, officers, employees and agents) from any responsibility for damage, losses or other liability arising from the transactions with virtual currencies, which are not supported by JEWEL.FINANCE Wallet. User shall bear full responsibility for such transactions.

## 23. TERMINATION

JEWELPAY OÜ shall have the right to immediately suspend or terminate User's account or virtual currency wallet if:

- The User breaches these Terms of Use;
- The User utilizes his or her account or virtual currency wallet for illegal, unlawful or fraudulent purposes;
- It is necessary to protect JEWELPAY OÜ, its clients or its systems;
- JEWELPAY OÜ is required to do so by any law or regulation.

In the event of termination, JEWELPAY OÜ will return any crypto assets stored in User's JEWEL.FINANCE Wallet and not owed to JEWELPAY OÜ, unless JEWELPAY OÜ believes User has committed fraud, negligence or other misconduct. All applicable charges and fees will be automatically deducted from the balance of User's JEWEL.FINANCE Wallet.

In the event of termination, JEWELPAY OÜ will generally reverse the purchase and complete the refund in your funding currency using the exchange rate which prevailed on the date of the original transaction.

## 24. GOVERNING LAW

Any matters arising from these Terms of Use shall be governed by and interpreted in accordance with the laws of Estonia.

If a dispute or disagreement arises between User and JEWELPAY OÜ, User is strongly encouraged to first contact JEWELPAY OÜ directly to seek amicable resolution.

The courts of Estonia will have exclusive jurisdiction to settle any disputes or disagreements which may arise out of or in connection with these Terms of Use.

## **25. MISCELLANEOUS**

These Terms of Use and any operating rules for <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS established by JEWELPAY OÜ constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. Terms of Use shall be construed in accordance with the laws of Estonia, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal significance.

User is responsible to determine what, if any, taxes apply to the payments he or she makes or receives, and it is User's sole responsibility to collect, report and remit the correct tax to the appropriate tax authority.

User shall not transfer or assign or sell any rights or obligations he or she has under these Terms of Use or otherwise grant any interest to a third party over User's Wallet without prior written consent of JEWELPAY OÜ.

JEWELPAY OÜ reserves the right to transfer or assign these Terms of Use or any right or obligation under these Terms of Use at any time.

JEWELPAY OÜ has the right to change any of its third-party service providers without notice to User.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.

## **26. COPYRIGHT NOTICE**

All rights for logos are trademarks of JEWELPAY OÜ are reserved. All other trademarks appearing on <https://jewel.finance>, JEWEL.FINANCE Wallet or any JEWEL.FINANCE application for Android and iOS are the property of their respective owners.

## **27. COMMUNICATION AND NOTICES**

User consents to receive communications from JEWELPAY OÜ, whether required by law or otherwise, either by e-mail or by notice posted on <https://jewel.finance> as determined by JEWELPAY OÜ at its sole discretion. User agrees that any requirement that a notice, disclosure, agreement or other communication be sent to User by JEWELPAY OÜ in writing is satisfied by such electronic communication. JEWELPAY OÜ is not responsible for any automatic filtering User or User's network provider may apply to communications JEWELPAY OÜ sends to an e-mail address provided by User.

For any communications JEWELPAY OÜ will use the contact details provided by User. Therefore, User shall immediately notify JEWELPAY OÜ of any change in the contact information.

All notices, instructions, requests, or other communications to be sent to JEWELPAY OÜ by User under these Terms of Use shall be in writing and shall be sent to [help@jewel.finance](mailto:help@jewel.finance)

All notices, instructions, requests, or other communications to User by JEWELPAY OÜ are deemed received:

- When JEWELPAY OÜ receives notification that an e-mail has been delivered to User;
- Within one day after it has been published on <https://jewel.finance>.

## **28. FEEDBACK**

If you have any questions about these Terms of Use, please contact us by e-mail [help@jewel.finance](mailto:help@jewel.finance)