

Best Wallet Terms of Service

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Best Web3 Limited and/or its affiliates (“we,” “our,” or “us”) provides its software services through its website located at Bestwallet.com and related mobile applications and products (collectively the “Services” or “Best Wallet”). Before using our Services, please read the Terms of Service (the “Terms”) carefully, along with any other policies or notices on our website or mobile applications.

Agreement To Terms

These Terms of Service (the “Agreement”) explains the terms and conditions by which you may access and use ‘<https://bestwallet.com>’, the app ‘Best Wallet’, and any associated subdomains (referred to as the “Website”).

This agreement carefully outlines the rules and conditions that apply to your use of the website and app. By accessing or using either the Website or App, you indicate that you have read, understood, and agreed to be bound by the terms of this Agreement in its entirety. If you do not agree with these terms, you are not authorized to access or use any of the Best Wallet Services and should refrain from doing so.

This Agreement includes essential information that affects your rights, such as a provision for binding arbitration and a waiver of class action. These provisions dictate how disputes will be resolved. Therefore, you can only access and use the Website and App if you completely agree to all the terms outlined in this Agreement.

WE DO NOT PROVIDE INVESTMENT OR FINANCIAL ADVICE OR CONSULTING SERVICES. OUR ROLE IS SOLELY TO PROVIDE 'BEST WALLET,' AND WE DO NOT ADVISE OR MAKE RECOMMENDATIONS ABOUT ENGAGING IN DIGITAL ASSET TRANSACTIONS OR OPERATIONS. ANY DECISIONS MADE WHEN PARTICIPATING IN TRANSACTIONS OR OPERATIONS INVOLVING DIGITAL ASSETS SHOULD BE BASED ON THE USER'S OWN JUDGMENT AND DISCRETION.

Updates to Terms or Services

We reserve the right to modify these Terms at any time at our sole discretion. In the event of any changes to the Policy, users will be notified via email in a timely fashion. While our intention is to provide advance notice prior to implementing any changes, there may be circumstances where immediate changes are necessary and advance notice may not be feasible. Revised Terms as posted will take effect immediately, unless otherwise indicated.

Introduction

Best Wallet (The Application) provides access to a decentralized protocol on various public blockchains, including but not limited to Ethereum Chain, BNB, Polygon and SOL, allowing users to trade certain compatible digital assets such as “BEST” (Best Wallets native Token), among other services. The website is one, but not the exclusive, means of accessing the Best exchange.

Best Wallet (The App) is a fully decentralized crypto wallet, which addresses concerns present in traditional custody solutions regarding security, privacy, and control over assets. The application provides access to a decentralized protocol on various public blockchains, including but not limited to Ethereum Chain, BNB, Polygon and SOL. Best Wallet allows users to securely store, send, and receive cryptocurrencies, tokens, and other digital assets using either the Best Wallet App or the Best Wallet Browser extension.

We (Best Wallet) do not possess custody or control over the contents of your wallet and are unable to retrieve or transfer its contents. By using any of Best Wallets Services you explicitly agree to be bound by this Agreement, as well as all terms referenced and incorporated herein.

Eligibility

To access and use the services provided by Best Wallet, you must have the capacity to enter into a legally binding agreement with us. This requires you to declare that you have attained the legal age of majority as defined by the laws of your jurisdiction (e.g., 18 years old in the United States) and possess the full right, authority, and power to enter into and comply with the terms and conditions specified in this Agreement. Furthermore, to be eligible for these terms: (i) you must not be a resident of sanctioned jurisdictions in accordance with trade embargoes, UN Security Council Resolutions ("UNSCR"), or HM Treasury's financial sanctions regime; and (ii) you must not currently be subject to economic sanctions, such as inclusion on the United Nations Security Council Sanctions List, the list of specially designated nationals maintained by OFAC, the denied persons or entity list of the U.S. Department of Commerce, or any similar list maintained by any other relevant sanctions authority.

If you are utilizing our services on behalf of a legal entity, you additionally affirm and guarantee that: (iii) the legal entity has been duly organized and validly exists under the applicable laws of its jurisdiction of organization; and (iv) you are duly authorized by such legal entity to act on its behalf. Your usage of our services is permitted only if it complies with the laws of your jurisdiction. To clarify, you may not employ our services if you are situated in, or a citizen or resident of any state, country, territory, or other jurisdiction where such usage would be illegal or contravene any applicable laws. It is your responsibility to ensure that these terms adhere to all applicable laws, rules, and regulations that are applicable to you.

By utilizing Best Wallet, you affirm and warrant that you meet all the eligibility requirements outlined in these terms. However, we retain the right to deny access or usage of Best Wallet to certain individuals, and we reserve the discretion to modify our eligibility criteria at any time.

Services

Best Wallet is a software application that operates as a non-custodial wallet for various digital assets, including cryptocurrencies, virtual commodities, and NFTs ("Digital Assets"). As a non-custodial wallet, you retain complete control and responsibility for your Digital Assets and private keys. This grants you the authority to authorize transactions from your wallet address. It is important to acknowledge and agree that Best Wallet's non-custodial nature places the full responsibility for your actions and the associated risk of loss squarely on you.

Best Wallet provides the following functionalities:

1. Generation of wallet addresses and their associated private keys, enabling you to send and receive digital assets.
2. Access to third-party decentralized applications ("DApps") and decentralized exchanges ("DEX") through the web browser integrated into the mobile application.
3. Capability to swap or trade digital assets utilizing the DApp functionality offered by third-party service providers.
4. Option to stake specific digital assets within third-party "proof of stake" networks through Staking Services.
5. Access to digital asset price information provided by third-party service providers.
6. Ability to broadcast Digital Asset Transaction data to various blockchains supported by Best Wallet without the need to download or install the respective blockchain-based software on your local device.

Wallet Address, Private Key, and Backup Capabilities

You have the option to store an encrypted backup of specific information related to your wallet on eligible devices. The private key is directly linked to your wallet address and serves as the means to authorize the transfer of Digital Assets to and from that particular wallet address. It is your sole responsibility to securely retain and safeguard your private key and any associated mnemonic phrase or "Secret Phrase" connected to your wallet. Ensuring the security of your wallet address, Secret Phrase, and private key access information is of utmost importance. It is crucial that you create backups of your private keys, backup phrases, or passwords. Failure to do so may result in the loss of control over the Digital Assets associated with your wallet.

Please note that we do not receive or store your wallet password, encrypted private key, unencrypted private key, or Secret Phrase linked to your wallet. If you happen to forget your original password, we are unable to generate a new one for your wallet. In the event that you have not safely stored a backup of any wallet address and its corresponding private key pairs within your wallet, you acknowledge and accept that any Digital Assets associated with that wallet address will become inaccessible. Therefore, we assume no responsibility or liability whatsoever if you are unable to access your wallet for any reason, including but not

limited to your failure to maintain the security of your wallet address, Secret Phrase, and private key information.

Use of DApps and DEX

By accessing or using DApps or DEX, including the Trade/Swap Digital Assets function embedded within the Services, you acknowledge and agree to the following terms:

- (i) Best Wallet assumes no responsibility for your access or use of DApps or DEX and shall not be held liable for any issues or disputes arising from your use of DApps or DEX, including any transaction disputes.
- (ii) The limits on the amounts you may exchange via DEX per day are subject to the requirements set forth by the third-party developed Smart Contracts.
- (iii) Blockchain operations conducted through DApps or DEX are irreversible. Therefore, you bear sole responsibility for any consequences resulting from such transactions, including any transfer to an incorrect address or issues associated with the node servers you select.
- (iv) When using DApps or DEX, third-party developed Smart Contracts may impose handling fees and/or service fees. Any information regarding these fees displayed on Best Wallet is provided for your reference only. Best Wallet cannot guarantee the accuracy, applicability, reliability, integrity, or suitability of this information and shall not be liable for any loss or damage caused directly or indirectly by your reliance on such content.
- (v) Currently, Best Wallet does not charge any service fees or handling fees for the use of DApps or DEX. However, Best Wallet reserves the right to impose such fees at its discretion in the future. Any updated fees will apply to transactions occurring after the effective date of the fee update.

Use of Staking Services

By accessing or using the Staking Service, you agree to the following terms:

1. A third party may stake certain Digital Assets on your behalf ("Staked Digital Assets") by acting as a transaction validator on the applicable blockchain network.
2. If a block of transactions is successfully validated using the Staked Digital Assets, a reward, known as the "Staking Reward," is granted by that network.
3. Best Wallet assumes no responsibility for your use of the Staking Service and shall not be held liable for any issues or disputes arising from your use of the Staking Service.
4. Best Wallet does not guarantee the continuous occurrence of Staking or the staking of any particular Digital Asset. Best Wallet is not responsible for ensuring that Staking occurs on a continuous basis or that any specific Digital Asset will be staked or continue to be staked.

Please note that the Staking Service is subject to the terms and conditions of the third party providing the service.

Buy Digital Assets with Supported Credit or Debit Cards

If you choose to purchase Digital Assets using your credit or debit card through Best Wallet, please note the following:

1. A third party will handle the conversion of your chosen amount into the applicable Digital Asset and credit it to your wallet.
2. Best Wallet is not responsible for your use of this third party service and shall not be held liable for any issues or disputes arising from your use of the service.
3. You will be subject to the terms and conditions imposed by the relevant third party service provider.
4. Best Wallet does not have the ability to change, withdraw, or cancel any conversion requests you place through the third party service.
5. Best Wallet is not responsible for determining or controlling the exchange rates offered by the third party service provider(s).
6. Any fees charged by the relevant third party service provider(s), as well as any fees charged by your bank or credit card issuer(s), are not the responsibility of Best Wallet.

Please ensure that you review and agree to the terms and conditions set forth by the third party service provider before using their services.

Digital Asset Transactions:

To ensure the completion of all proposed Digital Asset transactions, they must be confirmed and recorded in the associated public blockchain of the Digital Asset. These blockchains are decentralized, peer-to-peer networks supported by independent third parties that we do not own, control, or operate. As a result, we have no control over these blockchain networks and cannot guarantee the confirmation and processing of any transaction details you submit through our Services. By using Best Wallet, you acknowledge and agree to the following:

1. We do not have the ability to cancel or modify your transaction.
2. The transaction details you submit may not be completed or may experience significant delays on the applicable blockchain networks.
3. We do not store, send, or receive Digital Assets.
4. Any transfer of Digital Assets occurs on the relevant blockchain network, not on a network owned by us. Therefore, we do not guarantee the transfer of title or rights in any Digital Asset.

Accuracy of Information Provided by User:

You represent and warrant that any information you provide through the Services is accurate and complete. You accept and acknowledge that we are not responsible for any errors or omissions made by you in connection with any Digital Asset transaction initiated through the Services. We strongly recommend that you carefully review your transaction details before attempting to transfer a Digital Asset.

Wallet Registration and Security:

To use Best Wallet, you must either import or create a wallet. Upon wallet creation, you will receive a private key. It is your responsibility to immediately notify us of any unauthorized use of your private key or any security breaches related to your wallet. However, you acknowledge and agree that you assume all risks associated with using the Services, and you are solely responsible for maintaining the confidentiality and security of your private key. When creating a wallet, we strongly advise you to take precautions to prevent the loss of access to or control over your wallet. These precautions include, but are not limited to:

- Creating a strong, unique password that is not used for any other purpose and utilizing biometric authentication if available.
- Avoiding storing the private key and Secret Phrase in plain text online or in an unsecured physical location.
- Restricting access to your devices and wallet.
- Taking necessary measures to protect against malware on your devices and networks.
- Promptly notifying us if you discover or suspect any security breaches related to your wallet.

Regardless of the above, we hold no liability whatsoever for activities that occur on your wallet, with or without your authorization.

Transaction Fees:

Virtual currency transactions may be subject to transaction fees, such as mining fees, imposed by the virtual currency system or blockchain network you are using. Before initiating a transaction, you are responsible for ensuring that you have a sufficient balance in your wallet and/or "gas" to cover the transaction fees. You acknowledge and agree that we will not be held liable for any failed transactions or losses you experience due to incorrectly set transaction fees (either too low or too high) or insufficient funds or gas associated with your

wallet address. Additionally, we do not have access to your transactions or those of any other user.

Taxes:

It is your responsibility to determine whether any taxes apply to the transactions you initiate through the Services and to report and remit the appropriate tax to the relevant tax authority. We are not responsible for determining the applicability of taxes to your transactions or for collecting, reporting, withholding, or remitting any taxes associated with Digital Asset-related transactions.

Third Party Services And Content

Please note that Best Wallet does not have any control over or assume liability for various aspects of Digital Assets transactions, including the delivery, quality, safety, legality, or any other aspect of the assets transferred to or from a third party. Best Wallet does not guarantee the completion of transactions or the authorization of the entities involved. If you encounter any issues or problems with a transaction using their services, you bear all associated risks and liabilities.

Intellectual Property Rights

Best Wallet retains exclusive ownership of all intellectual property and other rights associated with the Website, App and its contents. This includes, but is not limited to, software, text, images, trademarks, service marks, copyrights, patents, designs, and the overall "look and feel" of the Website. On the other hand, versions 1-3 of the Protocol are constructed entirely from open-source or source-available software that operates on public blockchains.

If you (the user) agrees to and complies with the terms, you are granted a non-exclusive, non-sublicensable, and non-transferable license to use Best Wallet for personal use or internal business use only. However, there are certain restrictions and limitations on your use of Best Wallet. Specifically, you are not allowed to reproduce, modify, adapt, or create derivative works of Best Wallet. You cannot rent, lease, distribute, sell, sublicense, transfer, or provide access to Best Wallet to third parties. Best Wallet should not be used for the benefit of any third party without prior consent. You are also prohibited from incorporating Best Wallet into a product or service provided to a third party without obtaining written consent from the owner. Any attempts to circumvent usage limitations or reverse engineer the software are strictly prohibited, except as expressly permitted by applicable law and with advance notice to the owner. Additionally, you should not remove or obscure any proprietary or other notices contained in Best Wallet. Using Best Wallet for competitive analysis or to build competitive products is also not permitted.

Further Rights

We reserve certain rights, which are not considered obligations on our part. These rights include the following:

- (a) We have the authority to review, modify, filter, disable, delete, and remove any and all content and information from the Website.
- (b) We may, at our discretion and with or without prior notice to you, modify, substitute, eliminate, or add to the Website.
- (c) We may cooperate with law enforcement, court orders, government investigations, or third-party requests that require or direct us to disclose information or content provided by you.

Please note that while we retain these rights, their exercise does not create an obligation for us to act in a specific manner.

Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Website:

Basic:

1. Unauthorized access: Users must not attempt to gain unauthorized access to the website, its systems, or any other user accounts.
2. Illegal activities: Users must not engage in any activity that is unlawful, fraudulent, or promotes illegal behavior.
3. Intellectual property infringement: Users must not infringe upon the intellectual property rights of others, including copyright, trademarks, patents, or trade secrets.
4. Spam and phishing: Users must not send unsolicited or deceptive communications, including spam, phishing attempts, or other fraudulent activities.
5. Malicious software: Users must not distribute viruses, malware, or any other harmful software or code that could damage or disrupt the website or its users.
6. Harassment and abuse: Users must not engage in any form of harassment, bullying, or abusive behavior towards other users, including hate speech, threats, or personal attacks.
7. Impersonation: Users must not impersonate another person, entity, or falsely represent their affiliation with a person or organization.
8. Data mining and scraping: Users must not engage in unauthorized data mining, scraping, or harvesting of information from the website or its users.
9. Violation of privacy: Users must respect the privacy of others and not engage in activities that violate the privacy rights of individuals, including the unauthorized collection or dissemination of personal information.

10. Violation of terms: Users must comply with all terms and conditions outlined in the website's Terms of Service and not engage in any activity that violates these terms.

Extended Prohibited Activity

1. Intellectual Property Infringement: Users are strictly prohibited from engaging in any activity that infringes upon or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
2. Cyberattack: Users shall not participate in any activity that aims to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system. This includes, but is not limited to, the deployment of viruses and denial of service attacks.
3. Fraud and Misrepresentation: Users are prohibited from engaging in any activity that seeks to defraud us or any other person or entity. This includes providing false, inaccurate, or misleading information with the intent to unlawfully obtain the property of another.
4. Market Manipulation: Users shall not engage in any activity that violates any applicable laws, rules, or regulations concerning the integrity of trading markets. This includes, but is not limited to, manipulative tactics such as "rug pulls," pumping and dumping, and wash trading.
5. Securities and Derivatives Violations: Users must not engage in any activity that violates any applicable laws, rules, or regulations concerning the trading of securities or derivatives. This includes, but is not limited to, the unregistered offering of securities and the offering of leveraged and margined commodity products to retail customers in the United States.
6. Sale of Stolen Property: Users shall not engage in the buying, selling, or transferring of stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items.
7. Data Mining or Scraping: Users are strictly prohibited from engaging in activity that involves data mining, robots, scraping, or similar methods of gathering or extracting content or information from the Website.
8. Objectionable Content: Users must refrain from engaging in any activity that involves soliciting information from anyone under the age of 18 or that is otherwise harmful, threatening, or offensive in nature.

Feedback

From time to time, you may choose to submit feedback to us. We may, in connection with Best Wallet, freely use, copy, disclose, license, distribute and exploit any feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No feedback will be considered your Confidential Information, and nothing in this Agreement limits our right to independently use, develop, evaluate, or market products or services, whether incorporating feedback or otherwise.

Content

Best Wallet may contain copyrighted material and trademarks including, but not limited to, text and graphics (the “Content”), which is protected by copyright law, registered and unregistered trademarks, and other intellectual property rights. Unless otherwise provided, we exclusively own the Content. Your use of Best Wallet does not grant you any right, title, or interest in the Content. You agree that you will not copy, reproduce, modify, republish, upload, post, transmit, distribute, collect, sell, license, create derivative works from, or, in any other way, whether manual or automated, exploit any of the Content, in whole or in part.

License to NFT Content

You may be able to store non-fungible tokens (“NFTs”) on Best Wallet. You hereby represent and warrant that you own all legal right, title in and interest to, including all intellectual property rights to the content associated with the NFT (“NFT Content”), or you are legally authorized by the owner of the intellectual property in the NFT Content to store the NFTs on Best Wallet. You retain all rights to the NFT Content stored on Best Wallet except for rights expressly granted herein. By using Best Wallet, you grant us a license to access, use, host, cache, store, copy, reproduce, transmit, display, publish, distribute, adapt and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) the NFT Content in any and all media or distribution methods (now known or later developed) solely as required to be able to operate and provide services of Best Wallet. We do not monitor the NFTs and NFT Content stored on Best Wallet for any infringement of a third party’s intellectual property rights. Accordingly, we assume no liability for any action regarding any content provided by you. You further acknowledge and agree it is your sole responsibility to carry out all necessary due diligence for all your activities relating to NFTs, and you represent and warrant that you have not and are not relying on, and shall have no remedies, in respect of any statement or representation made by us in relation to any transfer or interaction otherwise with any NFTs. If you have a dispute in relation to the NFTs and/or NFT Content, YOU RELEASE US FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE THOSE CLAIMS WHICH YOU MAY

Non-Custodial Nature and Absence of Fiduciary Duties

The Website operates as a non-custodial application, meaning that we never have custody, possession, or control over your digital assets at any point in time. It also implies that you bear sole responsibility for safeguarding the cryptographic private keys to your digital asset wallets. It is crucial that you refrain from sharing your wallet credentials or seed phrase with any third party. We hold no responsibility or liability to you concerning your use of a wallet and do not provide any representations or warranties regarding the compatibility of the

Website with any specific wallet. Similarly, any associated wallet is solely your responsibility, and we are not liable for any actions or omissions on your part resulting from the compromise of your wallet.

This Agreement does not aim to establish or impose any fiduciary duties upon us. To the maximum extent permitted by applicable law, you acknowledge and agree that we have no fiduciary duties or liabilities towards you or any other party. Any fiduciary duties or liabilities that may exist by law or equity are hereby unequivocally disclaimed, waived, and eliminated. Furthermore, you agree that the only duties and obligations we owe you are those expressly stated in this Agreement.

Jurisdictional Compliance and Tax Obligations

The availability and suitability of the Website may be subject to jurisdictional limitations. By accessing or using the Website, you explicitly acknowledge and agree that you bear complete and exclusive responsibility for ensuring strict compliance with all applicable laws and regulations that may pertain to your use of the Website.

It is important to note that your utilization of the Website or the Protocol may give rise to various tax implications, including but not limited to income tax, capital gains tax, value-added tax (VAT), goods and services tax (GST), or sales tax, as dictated by the relevant jurisdictions. It is your sole obligation to diligently assess whether such taxes apply to any transactions you engage in or receive through the Website, and if determined applicable, to accurately report and remit the requisite taxes to the appropriate tax authority within the prescribed timeframes, ensuring full compliance with all applicable tax laws and regulations.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

By using the Services provided by Best Wallet, you acknowledge and agree to the following:

1. **Limitation of Liability:** Best Wallet and its affiliates, shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers, and contractors shall not be liable for any direct damages or incidental, indirect, special, punitive, consequential, or similar damages or liabilities arising from your access or use of the Services. This includes, but is not limited to, damages for loss of data, information, revenue, profits, or other businesses or financial benefits, regardless of the legal theory under which such damages may arise.

You specifically release Best Wallet from any liability related to losses, damages, or claims arising from the following: (a) User error, such as forgotten passwords, incorrectly constructed transactions, or mistyped Digital Asset addresses. (b) Server failure or data loss. (c) Unauthorized access to the Best Wallet application. (d) Bugs or other errors in the Best

Wallet software. (e) Any unauthorized third-party activities, including the use of viruses, phishing, brute forcing, or other means of attack against Best Wallet.

2. Disclaimer of Warranties: Best Wallet is provided on an "as is" and "as available" basis, without any warranties or representations of any kind. Best Wallet disclaims all representations and warranties, express or implied, relating to the Services and underlying software, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement, freedom from computer virus, and any implied warranties arising from course of dealing, course of performance, or usage in trade.

Best Wallet does not guarantee that the content accessible via the Services is accurate, complete, available, current, free of viruses or other harmful components, or that the results of using the Services will meet your requirements. Best Wallet does not make any representations or warranties regarding the continuous, uninterrupted, timely, or error-free access to Best Wallet or the functionality of the Services.

By using the Services, you acknowledge that you have read and understood these limitations of liability and disclaimer of warranties and agree to be bound by them.

INDEMNITY

You agree to defend, indemnify, and hold harmless Best Wallet, its affiliates, and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers, and contractors, to the extent permitted by applicable law, from and against any and all claims, damages, obligations, losses, liabilities, torts, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

(a) Your use of and access to the Services provided by Best Wallet. (b) Any feedback or submissions you provide to Best Wallet. (c) Violation of any Third Party Content. (d) Your violation of the Terms. (e) Your violation of any law, rule, or regulation, or the rights of any third party.

TIME LIMITATION ON CLAIMS

You acknowledge and agree that any claim arising out of or related to your relationship with Best Wallet must be filed within one year after the claim arises. Failure to file such a claim within the specified time period will result in the permanent bar of your claim.

Governing Law

The interpretation and enforcement of these Terms, and any Dispute related to these Terms or the Services, will be governed by and construed and enforced under the laws of Bulgaria, as applicable, without regard to conflict of law rules or principles (In any state of Bulgaria or other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our

intellectual property rights in any court having jurisdiction. For any other proceeding that is not subject to arbitration under these Terms, the state and federal courts located in Bulgaria will have exclusive jurisdiction. You waive any objection to change the venue in any such courts.

TERMINATION

In the event of termination regarding your license to use Best Wallet, your obligations under this Agreement will still continue. Your access to the funds in your Wallet after termination will depend on your access to your backup of your Wallet address and private key.

DISCONTINUANCE OF SERVICES

We may, in our sole discretion and without cost to you, with or without prior notice, and at any time, modify or discontinue, temporarily or permanently, any portion of our Services. You are solely responsible for storing outside of the Services a backup of any wallet address and private key pair that you maintain in your wallet. Maintaining an external backup of any wallet address and private key pairs associated with your wallet will allow you to access the blockchain network upon which your wallet is secured. Such a backup will allow you to fully restore your wallet at any time without cost or loss of your Digital Assets. If you do not maintain a backup of your wallet data outside of the Services, you will not be able to access the Digital Assets associated with your wallet. Best Wallet shall not be held responsible or liable for any loss of Digital Assets in the event that we discontinue all or any part of the Services.

NO WAIVER

Our failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of us. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

SEVERABILITY

If it turns out that any part of this Agreement is invalid, void, or for any reason unenforceable, that term will be deemed severable and limited or eliminated to the minimum extent necessary. The limitation or elimination of the term shall not affect or impair the validity or enforceability of any remaining part of that term, clause, or provision or any other terms, clauses, or provisions of these Terms.

Dispute Resolution and Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT MAY SIGNIFICANTLY IMPACT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING A LAWSUIT AGAINST BEST WALLET IN ANY COURT OR GOVERNING AUTHORITY. EXCEPT AS EXPRESSLY PROVIDED BELOW THIS SECTION REQUIRES YOU TO SUBMIT ANY DISPUTE, CLAIM, OR DISAGREEMENT (EACH A "DISPUTE") ARISING OUT OF THESE TERMS OR THE SERVICES, INCLUDING ANY DISPUTE THAT AROSE BEFORE THE EFFECTIVE DATES OF THESE TERMS, TO BINDING INDIVIDUAL ARBITRATION. THIS SECTION EXTENDS TO DISPUTE THAT AROSE OR INVOLVE FACTS OCCURRING BEFORE THE EXISTENCE OF THIS OR ANY PRIOR VERSIONS OF THE TERMS AS WELL AS DISPUTES THAT MAY ARISE AFTER THE TERMINATION OF THE TERMS.

We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to Disputes@Bestwallet.com so that we can attempt to resolve it without resorting to formal dispute resolution. If we are not able to reach an informal resolution within sixty days of our response to your email, we both agree to resolve the potential dispute according to the process set forth below.

Any claim or controversy arising from the Website, this Agreement, or any other acts or omissions that you believe make us liable (referred to as a "Dispute") will be resolved through arbitration under the Arbitration Rules of the Bulgarian International Arbitration Centre. You acknowledge that you are required to settle all Disputes through binding arbitration. The arbitration will be confidential and conducted before a single arbitrator chosen in accordance with the Centre's rules. Unless mutually agreed otherwise, the arbitration will take place in Bulgaria. The arbitrator is not allowed to consolidate your claims with those of any other party, unless we agree otherwise. The resulting award can be entered as a judgment in any court with jurisdiction.

Class Action and Jury Trial Waiver

You must bring any and all Disputes against us in your individual capacity and not as part of a class action, collective action, private attorney general action, or any other representative proceeding. This applies to class arbitration as well. Both you and we agree to waive the right to a trial by jury.

Entire Agreement

These terms represent the entire agreement between you and us regarding the subject matter discussed. They supersede any prior written or oral agreements, communications, or understandings relating to the subject matter.

General information

Please refer to our privacy and cookies policy, which is incorporated herein by reference and available on the Website for information on how we collect, use, share and otherwise process information about you.

You agree to receive all communications, agreements, documents, receipts, notices, and disclosures electronically in connection with these Terms or any Services. We may provide these communications by posting them on the Site, emailing them to the email address you provide, or sending them via Telegram to the username you provide.

If any provision of these Terms is found to be invalid or unenforceable, it will not affect the validity or enforceability of the other provisions, which will remain in full force and effect. We will not be responsible or liable for any failure or delay in performing any other services or for any loss or damage you may incur due to circumstances or events beyond our control. This includes events like floods, extreme weather conditions, earthquakes, acts of God, fires, wars, insurrections, riots, labor disputes, accidents, government actions, communication failures, power outages, or equipment or software malfunctions.

Unless otherwise provided or required by the context, the headings of sections are for convenience only and will not limit or interpret the sections. Whenever the words "include," "includes," or "including" are used in these Terms, they are deemed to be followed by the words "without limitation." The use of "or" is not intended to be exclusive.

These Terms constitute the entire agreement between you and Best Wallet, superseding any prior or contemporaneous understandings between the parties regarding the Services. In case of any conflict between these Terms and any other agreement you may have with us, these Terms will prevail unless the other agreement specifically identifies these Terms and states that it supersedes them.

You agree that, except as expressly provided in this Agreement, there are no third-party beneficiaries to the Agreement other than the Indemnified Parties

QUESTIONS OR COMMENTS

If you have any questions relating to these Terms, your rights and obligations arising from these Terms, and/or your use of Best Wallet and our Services, or any other matter, please send us a message on our contact page at support@bestwallet.com.