

**IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 11. PLEASE READ THE AGREEMENT CAREFULLY.**

[www.AccumuLite.comand](http://www.AccumuLite.comand) www.AccumulateWallet.com (“Wallet,” “we,” “us,” or “our”) is a prominent blockchain software development initiative specializing in decentralized technologies like Ethereum and Accumulate. Our solutions drive innovation in commerce and finance, enhancing business processes. AccumulateWallet.com operates the website www.AccumulateWallet.com, encompassing information about the wallet, our products, and services (collectively, the “Offerings”), including sub-domains for specific products or services (the “Site”).

These Terms of Use (the “Terms” or “Agreement”) govern your access to and use of the Site and Offerings provided by us. By using the Site, accepting these Terms, accessing any Offerings, or making an Order, you agree: (1) to comply with these Terms and any additional terms for specific Offerings, and (2) to our collection, use, and disclosure of information as described in our Privacy Notice. If you do not agree to these Terms, do not access or use the Offerings.

You confirm your ability to enter into contracts, and if representing an entity, you assert legal authority to bind that entity. Please refer to Section 13 for definitions of capitalized terms in this Agreement.

Additionally, you affirm that: (1) you are not sanctioned or listed on any prohibited or restricted parties list, and (2) you are not located in a country under comprehensive sanctions by the United States.

## **1. The Offerings**

**1.1 General Access and Use:** You may access and use the Offerings only in accordance with this Agreement, complying with all applicable laws.

**1.2 Offerings and Access:** we offers various Offerings under its brand, including, wallets, document management software, and others. These are typically accessed via the Site or approved third-party providers like Google Play or Apple App stores. Some

Offerings require account creation, payment setup, and selection of a Paid Plan or initiating an Order.

**1.3 Third-Party Content and Services:** Certain Offerings, such as AccumuLite Swaps, Bridging, Staking, and Snaps, may include Third Party Content and Services. You access and use these at your own discretion, subject to both our Agreement and separate terms from third-party providers. AccumulateWallet.com disclaims responsibility for any risks associated with Third Party Content or Services.

**1.4 Support:** You can seek technical support via third-party providers, chat interface, or email. AccumulateWallet.com provides support for informational purposes, and you use it at your own risk, except in cases of gross negligence.

**1.5 Privacy Policy:** We do not collect customer information. We do not share private information. We do not read cookies.

## 2. Changes

**2.1 Changes to Offerings:** AccumulateWallet.com may modify or discontinue Offerings, or change their functionality. Efforts will be made to notify users of such changes through the Site or other public channels. Users on Paid Plans will receive advance notice of at least 30 days for discontinuations, with support continuing under certain conditions.

**2.2 Changes to Agreement:** We reserve the right to modify or replace parts of this Agreement at any time. You are responsible for checking for updates, and continued use of the Offerings after changes constitute acceptance of the modified terms.

## 3. Your Responsibilities

- **Use of the Offerings:** You are accountable for all activities conducted through your use of AccumulateWallet.com's Offerings, whether authorized by you or not. AccumulateWallet.com is not liable for unauthorized access to your account due to fraud or criminal activities.
- **Your Security and Backup:** You must secure and back up your accounts and content appropriately, including using encryption if necessary. You are responsible for managing passwords and recovery phrases securely.
- **Log-In Credentials and API Authentication:** Any log-in credentials or API authentication provided by AccumulateWallet.com are for your use only and should not be shared except with authorized agents or subcontractors.

- **Applicability to Blockchain Protocols:** These responsibilities apply to all Offerings, such as AccumuLite, where you generate and manage security keys or recovery phrases.

#### 4. Fees and Payment

- **Publicly Available Offerings:** Some Offerings may be available royalty-free, while others require a Paid Plan for higher usage thresholds.
- **Offering Fees:** Fees are charged based on usage or under a Paid Plan. Payments are in USD unless otherwise agreed, and additional charges may apply for overage or changes in service levels.
- **Taxes:** Each party is responsible for paying applicable taxes related to transactions under this Agreement.

#### 5. Temporary Suspension; Limiting API Requests

- **Suspension:** AccumulateWallet.com may suspend your access to Offerings if there is a security risk, breach of agreement, or non-payment exceeding 30 days, among other reasons.
- **Effect of Suspension:** You remain liable for fees during suspension periods, and no fee credits are provided.
- **Limiting API Requests:** AccumulateWallet.com may restrict API requests if usage exceeds thresholds specified in your Paid Plan or on the website. Excessive requests may lead to temporary or permanent access suspension.

#### 6. Term; Termination

##### 6.1 Term:

- For Offerings under a Paid Plan, this Agreement starts on the Effective Date and continues until terminated under Section 6 or by separate agreement.
- For Offerings not under a Paid Plan, this Agreement starts on the Effective Date and continues until you stop using the Offerings.

##### 6.2 Termination:

- **Termination for Convenience:** If not on a Paid Plan, you can terminate for any reason by ceasing use. AccumulateWallet.com may terminate with 30 days' notice for any reason for Paid Plans.

- **Termination for Cause:** Either party may terminate for cause after giving notice of material breach if not cured within 30 days. AccumulateWallet.com may also terminate immediately under certain circumstances.

### 6.3 Effect of Termination:

- Upon termination:
  - All rights under the Agreement cease.
  - Both parties remain responsible for fees incurred up to the Termination Date.
  - Certain provisions, including dispute resolution, survive termination.

## 7. Proprietary Rights

7.1 **Your Content:** AccumulateWallet.com obtains no rights to Your Content except for specific use consistent with Offerings or facilitating their provision.

### 7.2 Offerings License:

- AccumulateWallet.com and its licensors own all rights to the Offerings.
- You receive a limited license to access and use the Offerings in accordance with the Agreement.
- Certain content may be subject to separate licenses, which prevail in case of conflict.

### 7.3 License Restrictions:

- You must use the Offerings only as permitted under the Agreement.
- Prohibited actions include modifying, reverse engineering, or reselling the Offerings.
- Use of AccumulateWallet.com's trademarks requires prior written consent.

7.4 **Suggestions:** Any suggestions you provide may be used by AccumulateWallet.com without restriction, and you assign all rights to these suggestions.

7.5 **U.S. Government Users:** Offerings licensed to U.S. Government End Users are considered Commercial Items.

## 8. Indemnification

### 8.1 General:

- You agree to defend, indemnify, and hold harmless AccumulateWallet.com, its affiliates, licensors, and their respective employees, officers, directors, and representatives from claims related to your breach of the Agreement, violation of laws, or disputes with your customers or users. You will reimburse AccumulateWallet.com for associated legal fees and expenses.
- AccumulateWallet.com will defend, indemnify, and hold harmless you and your representatives from claims arising from AccumulateWallet.com's intentional breach of the Agreement, covering legal fees and expenses.

## **8.2 Intellectual Property:**

- You will defend AccumulateWallet.com against third-party claims alleging that Your Content infringes their intellectual property rights.
- AccumulateWallet.com will defend you against third-party claims alleging that the Offerings infringe their intellectual property rights, limited to a maximum liability of \$200,000.

## **8.3 Settlement Process:**

- No party will settle any claim involving non-monetary commitments without the other party's written consent.

## **9. Disclaimers; Risk**

### **9.1 Disclaimer:**

- The Offerings are provided "as is." AccumulateWallet.com and its affiliates make no warranties, express or implied, regarding the Offerings, Third Party Content, or Third Party Services. All implied warranties are disclaimed, including merchantability, fitness for a particular purpose, and non-infringement.
- AccumulateWallet.com disclaims liability for interruptions, errors, or harmful components in the Offerings or any Content security. You agree not to rely on any representation or warranty not explicitly stated in the Agreement.

### **9.2 Risks:**

- Using the Offerings involves risks related to emerging technologies like Ethereum, cryptographic systems, and protocol upgrades (e.g., to proof of stake). You acknowledge these risks and accept responsibility for understanding and managing them, including the risks associated with digital assets, blockchain transactions, and third-party interactions.

- AccumulateWallet.com disclaims responsibility for the security, legitimacy, or suitability of third-party applications or tokens you interact with using the Offerings.

## **10. Limitation of Liability**

### **10.1 Limitation of Amount:**

- Except for breaches of proprietary rights and indemnification obligations, AccumulateWallet.com's aggregate liability under the Agreement is limited to the fees paid by you in the twelve months preceding the incident giving rise to liability, or \$25,000 if no fees were paid. This limitation applies whether the claim is based on contract, tort, or other legal theories.

### **10.2 Exclusion of Damages:**

- Neither party nor its affiliates will be liable for lost profits, revenues, goodwill, or indirect, special, incidental, consequential, or punitive damages arising from the Agreement, even if advised of the possibility of such damages. This exclusion does not apply where prohibited by law.

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## **11. Binding Arbitration and Class Action Waiver**

### **11.1 Binding Arbitration:**

- Any dispute or claim relating to this Agreement or your use of the Offerings will be resolved through binding arbitration, except for claims eligible for small claims court.
- **United States:** Texas law applies. Arbitration conducted under JAMS rules in Texas federal or state courts.
- **United Kingdom:** English law applies. Arbitration under LCIA rules in London.
- **Other Territories:** Irish law applies. Arbitration under LCIA rules in Dublin.
- Arbitration awards are final and enforceable in any jurisdiction.

### **11.2 Class Action Waiver:**

- Both parties agree to resolve disputes on an individual basis only, waiving rights to participate in class actions.
- The arbitrator can award relief only to the extent necessary to resolve individual claims.

### **11.3 Opt-Out:**

- You can opt-out of arbitration and class action waiver by notifying AccumulateWallet.com within 30 days of first using the Offerings.

## **12. Miscellaneous**

### **12.1 Assignment:**

- You cannot assign this Agreement without AccumulateWallet.com's consent. AccumulateWallet.com can assign it without your consent.

### **12.2 DAOs:**

- DAOs using AccumulateWallet.com's Offerings agree to these Terms.

### **12.3 Entire Agreement and Modifications:**

- This Agreement, including Policies, is the entire agreement. Modifications require written consent.

### **12.4 Force Majeure:**

- Neither party is liable for failure to perform due to events beyond their control.

### **12.5 Export and Sanctions Compliance:**

- You must comply with all applicable laws related to use of Offerings, including sanctions laws.

### **12.6 Independent Contractors; Non-Exclusive Rights:**

- Parties are independent contractors. Each can develop similar products or assist competitors.

### **12.7 Eligibility:**

- Minors must have parental consent to use the Offerings.

### **12.8 Language:**

- Communications under this Agreement must be in English.

### **12.9 Notice:**

- Notices to you are effective when sent to your registered email. Notices to AccumulateWallet.com should be sent to [notices@consensys.net](mailto:notices@consensys.net).

### **12.10 No Third-Party Beneficiaries:**

- This Agreement does not grant rights to third parties.

#### **12.11 No Waivers:**

- Failure to enforce any provision does not waive future enforcement.

#### **12.12 Severability:**

- If any part of the Agreement is found invalid or unenforceable, the rest of the Agreement remains valid.
- Invalid portions are interpreted to reflect the original intent.
- If interpretation isn't possible, the invalid part is removed while the rest remains enforceable.

#### **012.11 No Waivers:**

- Failure to enforce any provision does not waive future enforcement.

#### **12.13 Notice and Procedure for Making Claims of Copyright Infringement:**

- If you believe your copyright or that of someone you represent is infringed:
  1. Send written notice to [notices@consensys.net](mailto:notices@consensys.net) with subject "Copyright Notification Mail".
  2. Include:
    - Signature of authorized person.
    - Description of copyrighted work.
    - Location of infringing material on Offerings.
    - Your contact details (address, phone, email).
    - Statement of good faith belief that use isn't authorized.
    - Statement under penalty of perjury that provided information is accurate and you're authorized.

Contact:

- Subject: Copyright Notification Mail
- Attention: Copyright %

### 13. Definitions.

- **Acceptable Use Policy:** The policy that outlines the permitted and prohibited uses of the Offerings (products and services). Users agree not to engage in activities that violate legal rights, promote illegal content, or interfere with the Offerings, among other restrictions.
- **API:** Application Program Interface, which defines interactions between multiple software applications.
- **API Requests:** Defined in Section 5.3 of the Terms, pertaining to specific details regarding how API interactions are managed or regulated.
- **Applicable Threshold:** Defined in Section 4.2 of the Terms, likely relating to specific limits or conditions that apply to certain aspects of the Offerings.
- **Base Fees:** Also defined in Section 4.2, referring to fundamental charges or costs associated with using the Offerings.
- **Content:** Broadly defined as any data, text, audio, video, images, software (including machine images), and documentation provided in connection with the Offerings.
- **DAO:** Decentralized Autonomous Organization, which operates autonomously through smart contracts and blockchain technology.
- **Digital Assets:** Refers to any digital representation of value based on cryptographic protocols, such as virtual currencies or commodities.
- **End User:** Any individual or entity accessing or using Your Content or the Offerings under your account, directly or indirectly through another user.
- **Fees:** Charges or costs associated with using the Offerings, defined in Section 4.2 of the Terms.
- **Losses:** Any claims, damages, losses, liabilities, costs, and expenses, including legal fees, that may arise.
- **Our Content:** Includes software (including machine images), data, text, audio, video, images, or documentation provided by AccumulateWallet.com in connection with the Offerings.
- **Our Marks:** Trademarks, service marks, names, logos, and other designations of AccumulateWallet.com and affiliates or licensors provided to users.
- **Order:** Refers to an order for Offerings placed directly with AccumulateWallet.com or through a cloud vendor like AWS, Azure, or Google Cloud.
- **Offerings:** Products and services offered by AccumulateWallet.com or its affiliates, such as Codefi, Infura, MetaMask, Quorum, and other tools or materials.

- 🎬 **Policies:** Collective term for the Acceptable Use Policy, Privacy Policy, supplemental policies, addendums, or other terms referenced in or part of the Agreement.
- 🎬 **Privacy Policy:** The policy outlining how personal data is handled, located at /privacy-notice, subject to updates.
- 🎬 **Service Offerings:** Includes Services (including APIs), Our Content, Our Marks, and any other products or services provided under the Agreement, excluding Third-Party Content or Services.
- 🎬 **Suggestions:** Improvements suggested by users for enhancing Service Offerings.
- 🎬 **Supported Digital Assets:** Specific digital assets available for interaction or self-custody in the MetaMask wallet, varying by jurisdiction.
- 🎬 **Term:** Duration of the Agreement as described in Section 6.1.
- 🎬 **Termination Date:** Effective date of termination as specified in Section 6, notified by one party to the other.
- 🎬 **Third-Party Content:** Content from third parties available on the Site or in conjunction with the Offerings.
- 🎬 **Your Content:** Content transferred to AccumulateWallet.com for storage or hosting, including derived computational results, excluding information submitted to blockchain protocols.

Appendix 1 - Additional Offerings In addition to the main services described in the Terms, AccumulateWallet.com may offer the following additional services ("Additional Offerings"). The terms below apply if you use these offerings, in addition to the main Terms.

1. **Staking Services** When you hold Supported Digital Assets in your AccumuLite wallet, you can use our software to stake these assets in third-party proof-of-stake (POS) networks. Visit our staking information page for details on how this works.

1.1. **General** Through AccumuLite Staking, you can stake assets to earn rewards for securing POS networks. You can stake with a AccumulateWallet.com-operated validator node or a third-party validator node, subject to their terms. AccumulateWallet.com does not provide advice on staking choices.

1.2. **Staking Rewards and Fees** Staking through AccumuLite earns rewards based on network protocols. AccumulateWallet.com charges a flat service fee. Staked assets may be locked for a specified time.

1.3 **No Custody** AccumulateWallet.com provides non-custodial staking services. You are responsible for securing access to your staked tokens and rewards.

1.4 **Disclaimer and Slashing** Staking is provided "as is". AccumulateWallet.com is not liable for network failures, slashing risks, or reward transfers.

1.5 Suspension, Termination, and Withdrawal You can unstake at any time, but processing times vary. AccumulateWallet.com may suspend or terminate staking at its discretion, with notice. We do not control third-party service providers.

1.6 No Guarantee of Rewards AccumulateWallet.com does not guarantee staking rewards or rates. Rewards depend on network protocols and operations.

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