

EVER Wallet End-User License Agreement

General provisions

This User Agreement for EVER Wallet (hereinafter referred to as the "Agreement") regulates your use of the EVER Wallet mobile application and browser extension (hereinafter collectively referred to as "EVER Wallet") developed, operated and owned by Finstream OU (hereinafter the Owner of EVER Wallet), registered under the legislation of the Republic of Estonia at the address Harju maakond, Tallinn, Lasnamäe linnaosa, Katusepapi tn 4/2, 11412, Estonia, as well as services offered by the Owner of EVER Wallet (hereinafter referred to as the "Service" or "Services"). Browser extension download links, as well as mobile wallet applications are available on the website <https://everwallet.net/>

Using EVER Wallet

As a user of the Services, you have a limited, personal, non-commercial, non-exclusive, non-transferable license. Potentially, the license to use EVER Wallet may be revoked in the future.

We do not offer EVER Wallet to users in countries where its use or any transactions that may be carried out using it violate applicable law. However, EVER Wallet users, in turn, are also required to comply with some basic rules, including, among other things, the obligation never to use EVER Wallet for illegal purposes. If you are a resident of a country in which transactions that are made using EVER Wallet are prohibited, we ask you to immediately stop using EVER Wallet. The Owner of EVER Wallet is not responsible in case of a violation of this condition by you. You also agree to comply with all applicable laws and regulations when using EVER Wallet. This includes any local, provincial, regional/state, federal, national or international laws that may apply to you.

You agree that you will not use the Services to pay for, support or otherwise engage in any illegal activity, including, but not limited to, illegal gambling, fraud, money laundering or terrorist activities.

You also agree not to encourage a third party to engage in any of the aforementioned activities prohibited under this section.

The Everscale blockchain differs from usual blockchain schemes. Using EVER Wallet and the Services, you undertake to study the principles of the Everscale blockchain to the extent

necessary for the use of EVER Wallet, and independently bear all risks associated with misunderstanding of the blockchain, including the risk of damage due to errors in the use of EVER Wallet and the Everscale blockchain.

Unlike other blockchains, Everscale links all wallet addresses with a computer program code. For the purposes of this Agreement, the specified code will be called a "smart contract". Keep in mind that each transaction is an execution of the smart contract code by the blockchain. In this sense, the Everscale blockchain is rather a distributed computing system than a registration system.

Everscale uses several of its own cryptocurrencies, which together form a set. The basic cryptocurrency of the Everscale blockchain is "EVER", which is necessary for operation, since it is used to charge "gas fees," as described below.

For any interaction with EVER Wallet, Messages are sent and delivered. For example, to send tokens to someone, you need to create a message, sign it with your cryptographic key(s), and then send it to a Smart contract that contains the specified tokens. The specified Smart Contract executes the instructions set out in the Message and transfers the tokens to another smart contract. All operations in Everscale are based on the interaction between smart contracts.

By using EVER Wallet, you acknowledge and agree that EVER Wallet DOES NOT STORE OR TRANSFER TOKENS. EVER Wallet only transmits Messages. Any transfer related to any digital asset takes place on the Everscale blockchain, and not in any network or program owned by the Owner of the Software under this Agreement or any of its affiliated companies.

Once you send a message via EVER Wallet, it cannot be canceled or otherwise changed. You need to be sure that the Smart Contract associated with any transaction contains enough tokens to cover all the necessary costs associated with the transaction before it is executed. You acknowledge and agree that the Owner of the EVER Wallet Software is not responsible for any unsuccessful transactions, except in cases where such a non-transaction is caused by the guilty actions of the Owner of the EVER Wallet. If you send a message that entails the commission of a transaction by the Everscale blockchain that is illegal or unacceptable under the rules of the blockchain or applicable law, or invalid or impossible for any reason (including insufficient tokens, etc.), such a transaction will not be completed by the Everscale blockchain. The owner of the EVER Wallet Software under this Agreement is not responsible for not making such a transaction.

Private Keys. Master Password

Private (secret) keys play a critical role in operations when it comes to the Everscale blockchain. They are used to sign Messages that interact with Smart Contracts in Everscale. THESE KEYS PROTECT ALL YOUR TOKENS.

To use EVER Wallet, you must either import or create a private key. The Everscale blockchain offers a convenient way to do this through generation of so-called mnemonic seed phrases: a sequence of 12 or 24 words.

Upon creating or importing the private key/seed phrase you must provide a password that will be used to encrypt those at your device (hereinafter - the Master password). You may provide different Master passwords for different seed phrases/private keys.

EVER Wallet cannot store or retrieve your key(s) or seed phrases unless you provide the Master password for encryption/decryption purposes. EVER Wallet has no way to recover your key(s) or seed phrases if you lose it/them or forget the Master password.

You are solely responsible for storing (remembering) your private keys and any mnemonic (backup) phrase associated with said keys in a safe place from where you can retrieve them; otherwise, you risk permanently losing control of any tokens associated with said private keys.

EVER Wallet does not have any means to help you recover your password, or private key(s), or seed phrase(s).

Multisig wallet

One of the unique features of a Multi-signature (multisig) Smart Contract is that it can require multiple signatures to send a message and provides the following additional benefits:

1. Protection against key theft. Transferring funds will require a secondary signature(s).
2. Safety of your assets, even if your security key is compromised.
3. No need to transfer funds when changing your set of signatures.

However, you will always remain the primary custodian of your private keys. You alone are responsible for their loss, misuse or disclosure. EVER Wallet can only help you protect your tokens and provide a convenient interface to operate multisig wallets. EVER Wallet is not responsible for the loss of your key(s). We only provide software and are not capable of storing actual keys themselves.

User identification information

EVER Wallet does not identify you, your device, your phone number, or any SIM card associated with your mobile device.

If you use third party services, you are responsible for reviewing their terms of use before accepting them. EVER Wallet assumes no responsibility for your use of any third party services.

You hereby acknowledge and agree that you will not hold EVER Wallet liable for any risks or losses associated with your use of any third party services.

Push Notifications

The push notifications provided by Google Notifications are outside of our direct control. Please be aware that certain third parties, such as mobile platform manufacturers, may view and analyze these notifications.

Taxes

You agree that you are solely responsible for determining what taxes may be applicable to your tokens, and properly reporting and remitting them in accordance with your local, state, federal and/or international tax laws and relevant tax authorities. You agree that EVER Wallet is not a qualified or licensed tax or accounting representative and is not responsible for determining, collecting, reporting, withholding, remitting or otherwise accepting any liability for any tax or tax information that may arise from your participation in and use of the Everscale Blockchain.

Intellectual property

All copyrights and other intellectual property rights in EVER Wallet, including materials and information published in EVER Wallet and on <https://11.broxus.com/freeton/wallet>, including but not limited to design, graphics, images, the software and other related materials are owned solely by Finstream OU, a company incorporated under the laws of Estonia, whose registered office is at: Harju maakond, Tallinn, Lasnamäe linnaosa, Katusepapi tn 4/2, 11412, Estonia.

EVER Wallet contains copyrighted materials and trademarks, including but not limited to text and graphics (the "Content") protected by copyright, registered and unregistered trademarks and other intellectual property rights. Unless otherwise stated, EVER Wallet is the sole owner of the Content. Your use of the Services does not grant you any ownership rights in any of the content. You may not copy, transfer, distribute, sell, license, create derivative works of, or otherwise, in whole or in part, misuse the Content.

Third Party Services and Content

In no event shall any description of, or reference to, a third party product or service (including, but not limited to, providing a description of, or linking to via a hyperlink) be construed as an endorsement or promotion of such third party product or service by the Owner of the EVER Wallet Software. EVER Wallet reserves the exclusive right to add or change any third-party service, as well as cancel access to it. If, to the extent permitted by EVER Wallet, you expressly allow a third party to access or connect to your Smart Contracts or assets through such third party product or service or through EVER Wallet, you hereby acknowledge and agree that allowing the third party to take specific actions on your behalf does not release you from any obligations under this Policy. You are solely responsible for all acts or omissions of any third party that has access to your Smart Contracts or tokens.

You also acknowledge and agree that third parties may provide the ability to buy or sell certain tokens in fiat currencies or perform other transactions in the EVER Wallet. All your interactions with the aforementioned third parties and the services they provide, including the delivery of tokens to you, ARE NOT DECENTRALIZED and are subject to terms, conditions and policies other than those provided in this Agreement, and to which you expressly and independently agree whenever you enter into agreements with third parties and make purchases from/through them.

Non-interference in the activities of other users of EVER Wallet

You agree to never use or attempt to use other users' security keys without their consent. You must not use EVER Wallet in any way that may interfere with, disrupt or impair other users' use of EVER Wallet or in any way prevent them from using EVER Wallet to its full extent.

Commitment to do no harm to EVER Wallet

You must not distribute any viruses or other malware through EVER Wallet. You further agree not to take any action that could place an unreasonable or disproportionately large load on EVER Wallet or any of our third party infrastructures.

Security Circumvention Responsibility

You agree not to circumvent or attempt to circumvent any measure that may be in place to prevent or restrict access to EVER Wallet, including but not limited to other accounts, computer systems or networks connected to EVER Wallet. Any use of EVER Wallet, other than as specifically permitted in this Agreement, without prior written permission is strictly prohibited and will terminate your license to use EVER Wallet.

No trackers, no cookies, no tracking, no personal data

EVER Wallet does not track you or your use of the service. We fully comply with all globally recognized policies without the need to be alerted to their legal protocols because we do not collect any of your data. We do not track your IP address. We do not use any analytical software. We don't even have a simple tracking mechanism. No cookies. No processing of personal data. Nothing. This is our philosophy and our mission.

Attention! As noted above, providers of other third party services that are outside of our control may, at their sole discretion and prerogative, collect and use your data. You should be very careful and make sure to read their privacy policy, cookie policy, terms of use and any other legally binding policies and documentation before agreeing to use their services and using EVER Wallet.

Responsibility

The Owner of EVER Wallet Software does not warrant that the EVER Wallet Software is free from bugs and/or computer viruses or extraneous code fragments. The Owner of EVER Wallet grants you the opportunity to use the EVER Wallet software "as is," without any warranties from the Owner of EVER Wallet.

The Owner of EVER Wallet makes every possible effort to ensure the normal operation of EVER Wallet, however, is not responsible for the non-fulfillment or improper fulfillment of

obligations under this Agreement, as well as any possible losses arising as a result of (but not limited to):

- illegal actions of other users aimed at violating the information security or normal functioning of the EVER Wallet and the Everscale blockchain;
- failures in the operation of EVER Wallet and the Everscale Blockchain caused by bugs in the code, computer viruses and other foreign code fragments in the EVER Wallet software or the Everscale Blockchain;
- the absence (impossibility of establishing, terminating, etc.) of Internet connections between the user's server and the EVER Wallet server or any Everscale blockchain server;
- carrying out by state, municipal, judicial, law enforcement and other bodies of measures within the framework of the system of operational-search measures;
- establishment of state regulation (or regulation by other organizations) of the economic activities of commercial organizations on the Internet and / or the establishment by the specified entities of one-time restrictions that make it difficult or impossible to fulfill the Agreement;
- other cases related to the actions (inactions) of users and / or other entities aimed at worsening the general situation with the use of the Internet and / or computer equipment that existed at the time of the conclusion of the Agreement, as well as any other actions aimed at causing harm or difficulty of operation or introduction of errors into the operation of the EVER Wallet and the Everscale blockchain;
- performance by the Owner of EVER Wallet or by the Everscale Blockchain of the preventive or repair work specified in this Agreement.

The Owner of EVER Wallet has the right to carry out preventive and / or repair work on the EVER Wallet hardware and software complex with a temporary suspension of the EVER Wallet's operations, if possible, at night and to minimize the downtime of the EVER Wallet, notifying the user about this, if technically it is possible.

In the event of force majeure, as well as accidents or failures in the software and hardware systems of third parties cooperating with the Software Owner, or actions (inactions) of third parties aimed at suspending or terminating the operation of EVER Wallet or the Everscale blockchain, use of EVER Wallet may be suspended without prior notice to the user.

The owner of the EVER Wallet Software is not responsible for your violation of this Agreement and reserves the right, at its sole discretion, as well as upon receipt of information from other users or third parties about your violation of this Agreement, to suspend, restrict or terminate your access to all or any sections or services of EVER Wallet at any time, for any reason, without explanation, with or without prior notice, without being responsible for any harm that may be caused by such action.

Neither Party shall be liable for the total or partial failure to perform any of its obligations if the failure is the result of force majeure circumstances, such as, for example, flood, fire, earthquake, other acts of God, war, civil war or hostilities, quarantines, block-outs, suspension or termination of work, enactment of regulatory or other acts of authorized

bodies that directly affect the fulfillment of obligations under this Agreement, and other force majeure circumstances that arose after the conclusion of the Agreement and do not depend on the will of the Parties.

Personal Data

The owner of the EVER Wallet software does not collect, store or process any user data. All data is stored either on the Everscale Blockchain, or on the user's own, or on third-party resources. However, if, in accordance with applicable personal data laws, by using EVER Wallet under this Agreement, you transfer any personal data to the Owner of the EVER Wallet software, you do this at your own risk. In this case, you also hereby confirm your consent to the processing of your personal data by the Owner of the EVER Wallet software, including the collection, systematization, accumulation, storage, clarification (updating, changing), use, depersonalization, blocking, destruction of personal data, including the collection and storage of biometric personal data, their verification and transfer of information in accordance with the degree of their compliance with the provided biometric personal data of the user, in order to fulfill this Agreement and its obligations established by applicable law by the Owner of the EVER Wallet Software.

For more details, the Personal Data Protection Policy of the Owner of the EVER Wallet Software is set out in a separate document posted on the website <https://everwallet.net/>