

tasty wallet Terms of Use

tasty Software Solutions, LLC. (“**tasty Software**” or “**we**” or “**us**” or “**our**”) makes available to users certain software services accessible via a mobile device application (the “**App**”), including a self-custody digital wallet known as the tasty wallet. tasty Software is a wholly owned subsidiary of IG US Holdings, Inc. The App enables users to (i) store digital assets; (ii) view addresses and information that are part of digital asset networks and broadcast transactions; and (iii) additional functionality as tasty Software may add to the App from time to time (collectively the “**Services**”). tasty Software developed these Terms of Use (these “**Terms**”) to describe the terms that govern your use of all versions of the App and the Services. These terms can be found at <https://www.tastycrypto.com/legal-stuff> (the “**Site**”).

Agreement to Terms

By clicking “I agree to Terms of Use and Privacy Policy” or by accessing the App or using any or all of the Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, you may not access or use the Services.

You represent to us that you and your financial institutions, or any party that owns or controls you or your financial institutions, are (1) not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (i.e., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority and (2) not located in any country subject to a comprehensive sanctions program implemented by the United States.

If you reside in the United States then you agree that you have read, understand, and accept the section below “Customers Who Reside in the United States” of these Terms and you and we agree to resolve any disputes we may have with each other via binding arbitration and you agree to do so as an individual (instead of as a member of a class in a class action) UNLESS YOU OPT OUT WITHIN 30 DAYS OF YOUR FIRST USE OF THE SERVICES. To the extent that the law allows, you also waive your right to a trial by jury.

It is also important that you review the “Limitation of Liability” and “Warranty Disclaimer” sections of these Terms.

Privacy Policy

Please refer to [tasty Software’s Privacy Policy](#) for information on how we collect, use and disclose information from tasty Software App users.

Amendments to Terms of Use

We may amend the Terms at any time at our sole discretion. If we make material amendments, we will use commercially reasonable efforts to let you know either by posting the amended Terms on the relevant Site, by providing you a notice through the applicable App, or through other methods of communication which we deem reasonable. The amended Terms will be effective at the time they are posted on the relevant Site. It is important that you review the Terms whenever we modify them because if you continue to use the Services after we have amended the Terms, you are agreeing to be

bound by the amended Terms. If you do not agree to be bound by the amended Terms, then you may not use the Services. As our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

Who May Use the Services

Eligibility

You may use the Services if you are 18 years or older and are not barred from using the Services under applicable law.

Your Information

With respect to the App, you are solely responsible for the retention and security of your App credentials including your private key and your twelve-word recovery phrase ("**Recovery Phrase**"). Your private key and Recovery Phrase is the only way to access the cryptocurrency associated with your App account. Anyone that has access to your private key and Recovery Phrase can access your cryptocurrency. **IF YOU LOSE YOUR PRIVATE KEY AND RECOVERY PHRASE, YOU WILL NOT BE ABLE TO ACCESS YOUR CRYPTOCURRENCY ON THE WALLET APP. YOU ACKNOWLEDGE THAT TASTY SOFTWARE DOES NOT STORE AND IS NOT RESPONSIBLE IN ANY WAY FOR THE SECURITY OF YOUR PRIVATE KEY AND RECOVERY PHRASE. YOU AGREE TO HOLD TASTY SOFTWARE AND ITS AFFILIATES HARMLESS FOR ANY LOSSES ARISING FROM YOU LOSING YOUR PRIVATE KEY AND RECOVERY PHRASE. YOU AGREE THAT TASTY SOFTWARE AND ITS AFFILIATES SHALL NOT BE LIABLE IN ANY WAY IF YOU LOSE YOUR PRIVATE KEY RECOVERY PHRASE AND CANNOT ACCESS YOUR CRYPTOCURRENCY.**

Your Digital Assets

You own and control digital assets held in your relevant digital assets account. For the avoidance of doubt, tasty Software does not own or control any digital assets held in your digital assets account. You, as the sole owner of digital assets in your account, shall bear all risk of loss of such digital assets. tasty Software shall have no liability for digital asset fluctuations or loss associated with your use of the App. At any time, subject to outages, downtime, and other applicable policies, you can access your digital assets by importing your seed phrase into another third-party self-custody provider.

Rights in App, Site and Services granted by tasty Software

The App, the Site and Services are proprietary to tasty Software and its licensors and must not be used other than strictly in accordance with these Terms. tasty Software grants to you a limited, non-exclusive, non-transferable, non-sublicensable license to use the App, and the Site for the purposes of accessing and using the Services in accordance with these Terms.

Third-Party Services

The Services and App may contain links or other means of access to third-party services, third-party wallets and/or Dapps ("**Third-Party Services**"). The Services may enable you to access and interact with Dapps through or in connection with software provided by such Dapps. When using Third-Party Services, you understand and agree that additional terms and conditions may apply, and you are solely responsible for compliance with the same. Any transactions undertaken by you in connection with any Third-Party Services are solely between you and the applicable third party, and tasty Software will have no liability to you in connection with any such Third-Party Services.

Fees and Taxes

We may charge fees for some or part of the Services we make available to you (“**Fees**”). All pricing and payment terms for Fees will be as indicated on the Services at or before the point at which you incur such Fees. We reserve the right to change those Fees at our discretion before the point at which you incur any such Fees. You agree to pay all Fees relating to Your use of the Services.

You may incur charges from third parties (“**Third-Party Fees**”) for network fees, known as a “gas” fee, in order to have the blockchain’s validators apply a transaction message and record the results on the blockchain, resulting in a completed transaction, or for use of linked services. Third-Party Fees are not charged by us and are not paid to us.

Where a fee may apply, each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the payments under these Terms. All fees payable by you are exclusive taxes unless otherwise noted. We reserve the right to withhold taxes where required.

Acceptable Use

You agree not to use the Services in ways that:

- Violate, misappropriate, or infringe the rights of tasty Software, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights;
- Are illegal, defamatory, threatening, intimidating, or harassing;
- Breach any duty toward or rights of any person or entity, including rights of publicity, privacy, or trademark;
- Involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialling, and the like;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party (including another user) to protect the Services;
- Disguise your location through IP proxying or other methods;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Violate any applicable law or regulation;
- Use or attempt to use another user’s wallet without authorization from such user;
- Store, transfer or transact in counterfeit digital assets;
- Pose as or impersonate any another person, including without limitation any employee or representative of tasty Software;
- Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services;
- Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Services, extract data or otherwise interfere with or modify the rendering of Services pages or functionality;
- Use the Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or these Terms;
- Use the Services to carry out any illegal activities, or use the App in connection with any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services;

- Use the Services to carry out any financial activities subject to registration or licensing; or
- Encourage or enable any other individual to do any of the foregoing.

You agree to comply with all applicable laws including but not limited to export restrictions, end-user restrictions, antiterrorism laws, and economic sanctions. You are not permitted to download the App or use the Services if doing so would violate applicable laws and regulations, including but not limited to those promulgated by the United Nations Security Council, Singapore, the United Kingdom, the United States (including those prohibiting dealings with sanctioned persons identified by the U.S. Department of the Treasury's Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons ("SDN"), or other U.S. non-SDN restricted or prohibited parties lists, and those prohibiting dealings with persons organized, resident, or located in comprehensively sanctioned jurisdictions), and/or any other applicable national, provincial, federal, state, municipal or local laws and regulations (each as amended from time to time).

Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. Upon any termination, discontinuation or cancellation of Services (i) all rights and/or licenses granted to you under these Terms shall immediately cease and terminate and you shall forthwith cease the use and/or access of the App, Site and Services in any way whatsoever; and (ii) notwithstanding the foregoing, the following provisions will survive: Termination, Warranty Disclaimers, Indemnity, Limitation of Liability, Dispute Resolution, Binding Arbitration, Class Action Waiver and General Terms.

Warranty Disclaimers

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES AND APP IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE APP, SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TASTY SOFTWARE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. TASTY SOFTWARE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES OR ANY OF THE MATERIALS CONTAINED THEREIN WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. SERVICE INTERRUPTIONS MAY CAUSE YOU TO BE SIGNED OUT OF YOUR APP ACCOUNT AND REQUIRE YOU TO RE-ENTER YOUR RECOVERY PHRASE TO REGAIN ACCESS.

YOU ARE SOLELY IN CONTROL OF AND RESPONSIBLE FOR STORING AND SECURING YOUR PRIVATE KEY AND RECOVERY PHRASE FOR THE WALLET APP. TASTY SOFTWARE DOES NOT STORE A BACKUP OF, AND WILL NOT BE ABLE TO RECOVER, YOUR PRIVATE KEY OR RECOVERY PHRASE. **IF YOU LOSE YOUR RECOVERY PHRASE, THEN YOU WILL LOSE ACCESS TO ALL ASSETS YOU HAVE STORED IN YOUR WALLET. DO NOT LOSE YOUR RECOVERY PHRASE.**

Indemnity

You agree that you will indemnify and hold harmless tasty Software and its affiliates, and their officers, directors, managers, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees and costs arising out of or in any way connected with (i) your access to or use of the Services, (ii) your violation of these Terms or (iii) your violation of applicable law, rules or regulation.

Limitation of Liability

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, TASTY SOFTWARE SHALL NOT BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES ALLEGEDLY ARISING FROM THE COMPROMISE OR LOSS OF YOUR LOGIN CREDENTIALS OR FUNDS, OR LOSS OF OR INABILITY TO RESTORE ACCESS FROM YOUR RECOVERY PHRASE, OR FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN THE TRANSMISSION OF TRANSACTIONS OR MESSAGES TO ANY DIGITAL ASSET NETWORK, OR THE FAILURE OF ANY MESSAGE TO SEND OR BE RECEIVED BY THE INTENDED RECIPIENT IN THE INTENDED FORM, OR FOR DIMINUTION OF VALUE OF ANY DIGITAL TOKEN OR DIGITAL ASSET ON A DIGITAL ASSET NETWORK. TASTY SOFTWARE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF TASTY SOFTWARE HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

TASTY SOFTWARE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD PARTY SERVICES, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES, INCLUDING RISK OF LOSS FOR ASSETS TRADED THROUGH SUCH THIRD-PARTY SERVICES. TASTY SOFTWARE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES AND ACCESSED THROUGH THE APP, SITE OR SERVICES, INCLUDING ANY DAPPS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU OR MAY APPLY TO YOU IN PART.

Disputes - Customers Who Reside in the United States

If you reside in the United States, and if you have a dispute with us or if we have a dispute with you, the dispute shall be resolved through binding arbitration.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Binding Arbitration

Any dispute, claim or controversy (“Claim”) relating in any way to these Terms, the Site, or your use of the App will be resolved by binding arbitration as provided in this Section rather than in court.

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of Delaware. The Federal Arbitration Act and federal arbitration law shall apply to this Agreement. The arbitration will take place in Chicago, Illinois.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. The arbitration will be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures (the "Rules") as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. The Rules can currently be found here (<https://www.jamsadr.com/rules-comprehensive-arbitration/>). The arbitrator's decision shall be final, binding, and non-appealable except to the extent allowed by the Federal Arbitration Act and federal arbitration law. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Notwithstanding the foregoing we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Class Action Waiver

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

30-DAY RIGHT TO OPT OUT OF ARBITRATION AND CLASS ACTION WAIVER PROVISIONS.

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the email address support@tastycrypto.com with subject line LEGAL OPT OUT. The notice must be sent within 30 days of your first use of the Services, otherwise you shall be bound to arbitrate disputes and will be deemed to have agreed to waive any right to pursue a class action in accordance with the terms of those paragraphs. If you opt-out of these provisions, we will also not be bound by them.

General Terms

These Terms constitute the entire and exclusive understanding and agreement between tasty Software and you regarding the Services and the APP and these Terms supersede and replace any and all prior oral or written understandings or agreements between tasty Software and you regarding the Services, the App. If any provision of these Terms is held invalid or unenforceable (by a court of competent jurisdiction), then that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by us under these Terms, including those regarding amendments to these Terms, will be given by posting to the Services and/or through other electronic communication. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with the App and your use of the Services.

These Terms and all claims, causes of action (whether in contract, tort or statute) or other matter that may result from, arise out of, be in connection with or relating to these Terms shall be governed by, and construed and enforced in accordance with, the internal laws of the state of Delaware, without giving effect to any choice or conflict of laws provision, rule, or principle (whether of the state of Delaware or any other jurisdiction) that would result in the application of the laws of any other jurisdiction.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of tasty Software. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact Information

If you have any questions about these Terms or the Services, please contact us at support@tastycrypto.com or visit <https://www.tastycrypto.com/tastycrypto-wallet-faqs>.