

N2 Wallet

Terms and Conditions

The following terms and conditions are between you and Agusta Capital Limited, whose registered office is at Appleby Global Services (Seychelles) Limited, Suite 202, 2nd Floor, Eden Plaza, Eden Island PO Box 1352, Mahe, Seychelles ("**we**", "**us**" or "**our**"), and constitute a legal agreement that governs your use of the digital asset wallet provided by N2 (the "**Wallet**").

Please read these terms and conditions ("**Terms and Conditions**") carefully before using the Wallet. If you have any questions, please contact us by emailing support@n2.org.

1. The status of these Terms and Conditions

- 1.1 The Wallet provides a way for you to access your digital assets via our N2 application (the "**App**"). When using the Wallet, you may also use other services (including third party services) and there are different terms and conditions which will apply to those services.
- 1.2 For the purpose of section 6 of the terms and conditions for the App ([here](#)) (the "**App Terms**"), the Wallet shall be an "additional service". These Terms and Conditions are separate to the App Terms (which also apply to you in your use generally of the App) and create separate legal obligations relating to the Wallet.
- 1.3 By accessing or using the Wallet, you are agreeing to these Terms and Conditions and our privacy policy (which also covers cookies), which sets out how we may collect, store and process your personal data and our use of cookies (available [here](#)) (the "**Privacy Policy**"), and together, the Privacy Policy and these Terms and Conditions shall be referred to as the "**Agreement**" as may be amended or supplemented from time to time.
- 1.4 You can access these Terms and Conditions on our website at: [N2 Wallet T&C](#), or via our support chat or by email to the address above.
- 1.5 We may change all or parts of the Agreement from time to time. You agree that by accessing or using the Wallet at any time after such a change, you will be confirming your acceptance of the new version of the Agreement. We will not always notify you of changes which we make to the Agreement so it is important that you check the Agreement periodically. You will be able to access the most up to date version of these Terms and Conditions on our website (see section 1.4). For our Privacy Policy, the most recent version can be found on our website at [N2 Wallet Privacy Policy](#).

2. Our status under financial services regulations

- 2.1 Please note that operating the Wallet does not require us to be regulated under financial services-related legislation in Portugal or the UK. Therefore, whilst we will do everything we can to ensure you receive the best customer service, we are not a part of the UK's Financial Services Compensation Scheme or the UK's Financial Ombudsman Service or any similar scheme in the Seychelles or any other country.

3. How the Wallet works

- 3.1 The Wallet allows you to access and to undertake various activities with your digital assets. For the avoidance of doubt, we view digital assets as being a cryptographically secured digital representation of value or contractual rights that uses a form of distributed ledger technology which can be transferred, stored or traded electronically ("**Digital Assets**"). Details of the activities that you can carry out are set out in section 4 below.

- 3.2 The Wallet is non-custodial meaning that it does not change the underlying ownership of the Digital Asset(s) which remain yours. You therefore acknowledge that, even though you may access and take certain actions in relation to your Digital Assets through the Wallet, your Digital Assets are, in fact, held directly by you on the blockchain. You can decide which Digital Assets you want to be able to access through the Wallet albeit the Wallet will only support access to certain Digital Assets from time to time (you can request the list of supported Digital Assets from our support team at any time).
- 3.3 We will not have access to the private key to your Digital Assets. Therefore, it remains your responsibility to ensure that you keep your Digital Assets secure, and we will accept no responsibility nor any liability to you for any issues with your Digital Assets including any loss. We will not be able to assist you in retrieving any key for you or otherwise provide access to your Digital Assets or retrieve any other funds or assets which may have been lost or misplaced.
4. **Functionality and Scope of the Wallet**
- 4.1 The Wallet includes the following functionalities, which may be available to you depending on your location or other constraints or requirements set out by applicable law in your location:
- (a) **Topping up Digital Assets in the Wallet** – you can top up the Digital Assets being accessed through your Wallet using your chosen payment card (for which we will direct you to a third-party website and service and the provisions of section 12 shall apply).
 - (b) **Transferring Digital Assets into your Wallet** – you can transfer Digital Assets from other wallets into your Wallet. If your Digital Assets are currently stored with a third-party custodial wallet provider, by moving those assets to the Wallet, you will be moving those Digital Assets from the custody of the third party provider into your direct ownership on the blockchain and we, as providers of a non-custodial wallet, will be one of the ways in which you can access and manage those Digital Assets.
 - (c) **Transferring Digital Assets to other people** – you can transfer your Digital Assets accessed through your Wallet to another person. The Wallet will enable you to transfer your Digital Assets to other users of the Wallet, by linking the App with your contacts in your phone and using a contact's mobile telephone number to retrieve relevant details to transfer your Digital Assets to them that way.
 - (d) **Swapping Digital Assets** – you can swap Digital Assets being used through your Wallet with other people. We do not have any control over whom you swap Digital Assets with as the Wallet will allow you to exchange Digital Assets with a randomly selected person through a de-centralised exchange (not all of whom will be users of the Wallet); and
 - (e) **Using your Digital Assets to make payments through the N2 Card** – if you have an N2 Card, you can use your Digital Assets in the Wallet in order to pay for transactions which you make on the N2 Card (for more information on the N2 Card and the applicable terms, please click [here](#)).
- 4.2 Whether any of the functionalities included within the Wallet will be available to you for use will be made clear within the App. If a particular functionality will not be available to you, this will not appear available in the App for your use.
- 4.3 We and our partners may, from time to time, offer reward programmes in connection with the Wallet, for example, points or tokens generated through your use of the Wallet.
5. **Use of the Wallet**

Sign-Up

- 5.1 To sign up for the Wallet and to use the Wallet, you must not be a resident in any of the locations which we may prohibit from time to time and must be at least 18 years of age (you can request the list of prohibited locations from our support Team via support chat). By opening a Wallet with us, you confirm that these statements are true.
- 5.2 Each individual is only permitted to open one Wallet with us. You must only use your Wallet on behalf of yourself and you may not use the Wallet for any commercial purposes.
- 5.3 Your entitlement to use the Wallet will commence from the date we open your Wallet.
- 5.4 We reserve the right to refuse an application from any individual, at our discretion. We also reserve the right to suspend or terminate your Wallet in accordance with these Terms and Conditions (see section 8 below). Our refusal to allow you to open a Wallet, or our termination of these Terms and Conditions with you, will have no effect on your ability to otherwise access or use your underlying Digital Assets and corresponding wallet. What this means is that you will not be able to use the functionalities that can be carried out through using our Wallet (as outlined in section 4).
- 5.5 You must register using true and accurate information about yourself. To register, you will be required to provide your mobile number. You may be required to provide other details for other services.
- 5.6 It is your responsibility to keep your account details up to date, including making sure we have current information about you, as we may need to communicate with you about the Wallet from time to time.
- 5.7 Our Privacy Policy sets out more details of how we might use your personal data, which may include transferring your personal data to third parties for the purposes of providing the Wallet.

Updates

- 5.8 You must notify us as soon as possible if any information about you that you have previously given us has changed. You can notify us of any amendments to your account and contact details at any time. If we do not have up to date information and contact details for you, this may impact on our ability to provide the Wallet to you (for example, elements of the Wallet which require two-factor authentication). You must ensure that any changes you make still comply with the requirements set out in this section 5.

General and Security

- 5.9 You must protect your account's log-in details and keep them secret. You must not share your log-in details with anyone else or allow anyone else to use your log-in details or account. You will be responsible for all activity carried out using your Wallet. In addition, you must keep your private key protected and secret. We are not responsible for any loss you may suffer if you do not keep your log-in details secret or if there is any other unauthorised use of your Wallet or if you lose the details of your private key. We are entitled to treat any communication or instruction we reasonably believe to be from you as being genuine and you hereby authorise us to act in accordance with any such communication or instruction.
- 5.10 If you suspect that your Wallet has been compromised, you must contact us immediately.
- 5.11 We may review or investigate any activity carried out by you using our Wallet, including any transactions that you have made, for the purposes of detecting and deterring fraud. This may include the passing of your personal information to applicable third parties that we work with for such fraud detection purposes. Please see our Privacy Policy for more information on how we handle your personal information.

- 5.12 You are responsible for the internet connection and/or mobile charges that you may incur for accessing and/or using the Wallet. If you are unsure what these charges will be, we recommend that you ask your internet service provider or mobile operator before you access and/or use the Wallet.
- 5.13 We aim to provide a continuous, high-quality service using reasonable care and skill, but we cannot guarantee that the Wallet will always be available or uninterrupted. From time to time, we may suspend some of the Wallet functions due to technical issues, to carry out maintenance work or for other business or operational reasons. The Wallet may also be unavailable for technical reasons outside of our control.
- 5.14 We do not guarantee that our Wallet will be secure or free from bugs or viruses. You are responsible for configuring your information technology, device, computer programmes and platform in order to access our Wallet and you should use your own virus protection software. We shall not be liable to you for any loss or damage you might suffer as a result of any bugs or viruses you might encounter in your use of our Wallet.

6. Suspension or termination of your account

- 6.1 You can cancel your access to the Wallet at any time by following the instructions provided on the App.
- 6.2 We may suspend or terminate your access to the Wallet at any time and for any reason including, without limitation, if:
- (a) it is required for legal or regulatory reasons (including, but not limited to, the laws of your location prohibiting or restricting the use of Digital Assets);
 - (b) we suspect any of your details are false, inaccurate or incomplete;
 - (c) we no longer have current contact details for you;
 - (d) we believe your account has been compromised;
 - (e) we reasonably suspect that any fraudulent or other prohibited activity has taken place;
 - (f) we determine that any of your activities are abusive or otherwise unfair or a misuse in respect of your use of the Wallet;
 - (g) your details mean that you are no longer eligible to use the Wallet (and we reserve the right to change our eligibility requirements at any time);
 - (h) we suspect or discover that you hold more than one account for the Wallet, which is not permitted, or that you are making purchases on behalf of someone else;
 - (i) we cannot provide the Wallet in whole or part anymore for any reason;
 - (j) it is reasonably required for us to protect the Wallet and/or other users of the Wallet;
 - (k) you do not provide us with information needed for us to provide the Wallet to you;
 - (l) in order to fulfil our legal or regulatory obligations or requests from any regulator or law enforcement agency; or
 - (m) we suspect that you are (or you are) in breach of the Agreement and you do not put things right within a reasonable time.

- 6.3 We may also disable your access to the Wallet, or restrict some functionality, at any time and for any reason including, without limitation, if we reasonably consider that your account is dormant. For this purpose, we will likely consider your account dormant if you have not logged into your Wallet within the last 6 months (regardless of whether you made any transactions through our N2 Card or your wallet). If your account is unused for 12 months or longer, you may not be able to access the Wallet and we shall not be liable for any losses you might incur as a result of that inability to access the Wallet or be obliged to recover your access to the Wallet.
- 6.4 If we terminate your access to the Wallet or end our contract due to you breaking the Agreement, we reserve the right to seek compensation from you. We shall not be liable for any losses you might incur as a result of terminating your access to the Wallet.
- 6.5 Where you cancel your access to the Wallet, we terminate or suspend your access to the Wallet, your account is dormant, we disable your account or we refuse an account, this will have no effect on your ability to otherwise access or use your underlying Digital Assets which remain in your possession on the blockchain. What this means is that you will not be able to use the functionalities that can be carried out through using our Wallet (as outlined in section 4).

7. **Changes**

- 7.1 We may make changes to the Wallet and the Agreement from time to time to:
- (a) change, improve and update the Wallet, including so as to reflect changes to our users' needs or business and operational priorities;
 - (b) comply with changes to the law or regulatory requirements; or
 - (c) make the Agreement clearer and easier to understand.
- 7.2 If any change that we make may significantly disadvantage you, we will try to give you at least 3 days' notice before the change takes place, and you may decide to no longer continue using the Wallet. We may not be able to provide you with any notice where a change is required by law, regulation or by any local authority or regulator or third party on whom we rely for the functionalities provided by the Wallet. If you choose to not continue to use the Wallet following the change, please see section 6 above. We will post the new version of the Agreement on our App or relevant part of our website (as described in section 1.5).
- 7.3 From time to time, we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using the App.

8. **Our right to suspend or end the Wallet or the Agreement**

- 8.1 We may stop providing the Wallet to you or otherwise suspend, withdraw or restrict the availability of the Wallet for business or operational reasons (including for security or other reasons). Where appropriate, we will try and give you reasonable notice of any such suspension, withdrawal or restriction to the Wallet.
- 8.2 We may also suspend, disable or terminate your account with us at any time in any of the circumstances listed under section 6 above.

9. **Fees and VAT**

We may charge you fees for us operating and you using the Wallet together with other potential charges to compensate the cost of the services provided (together, the "**Fees**"). The current Fees, which form a part of these Terms and Conditions, are set out in the Fee Schedule (which

can be found [\[here\]](#)). The amount of Fees can change over time, and you should check the Fee Schedule for the most recent set of Fees applicable at any time to your continued usage of the Wallet.

10. Your use of the Wallet

10.1 You agree that you will use the Wallet:

- (a) in accordance with all applicable laws and regulations;
- (b) according to any reasonable instructions that we provide; and
- (c) using your up-to-date name, address, email address and other details that we need to know about to provide you required service and support.

10.2 You must ensure that you are, and remain, the legal owner of any Digital Assets that you use via the Wallet. If you attempt to use or do use any Digital Assets in your Wallet which you do not have full legal ownership over, then:

- (a) we will not be responsible or liable to you for any delay or failure to provide the Wallet and/or any loss you may suffer as a result of any action taken by a third party against you in respect of such Digital Assets; and
- (b) you will also be responsible and liable to us for any loss we may suffer as a result of any action taken against us by a third party in connection with our provision of the Wallet in respect of such Digital Assets.

10.3 You must comply with the laws that apply to you in the location that you access any part of our Wallet from. If any laws applicable to you prevent or restrict you from accessing or using any part of our Wallet, then you must comply with those laws and either stop accessing or using (or restrict your access and use to) the Wallet as appropriate in order to ensure you comply with the applicable laws.

11. Unauthorised conduct

11.1 Unless expressly authorised in these Terms and Conditions, you must not carry out, attempt to carry out, or assist, authorise or encourage others to:

- (a) misuse the Wallet;
- (b) copy, rent, lease, lend, sell, transfer, sub-licence, loan or distribute (or attempt to do any of the foregoing activities) any part of the Wallet or an account or part of an account held on the Wallet;
- (c) attempt to modify, adapt, merge, translate, reverse-engineer, decompile, disassemble, hack, harm or attempt to derive the source code of any aspect of any part of the Wallet (unless otherwise expressly permitted by applicable laws) or to defeat or overcome any of our encryption technologies or security measures or data transmitted, processed or stored by us;
- (d) create adaptations or derivative works based on any part of the Wallet;
- (e) use our Wallet for fraudulent, abusive or unfair purposes (including, without limitation, by using our Wallet to impersonate any person or entity, or otherwise misrepresent your affiliation with a person, entity or our Wallet);

- (f) 'harvest', 'scrape' or collect any information about or regarding other people that use our Wallet, including, but not limited to any personal data or information (including by uploading anything that collects information including but not limited to 'pixel tags' cookies, graphics interchange formats ('gifs') or similar items that are sometimes also referred to as 'spyware' or 'pcms' (passive collection mechanisms);
 - (g) use our Wallet for any commercial or business purpose or for the benefit of any third party or to send unsolicited communications;
 - (h) interfere with or disrupt our Wallet or servers or networks that provide our Wallet;
 - (i) disobey any requirements, regulations or security of any network connected to our Wallet; or
 - (j) use or attempt to use, assist, authorise or encourage others to use our Wallet in any other way not permitted by the Agreement.
- 11.2 You must not use the Wallet on any phone or other device not owned by you, without the owner's permission to do so. You also must not register or use the Wallet under a mobile number not owned by you, without the owner's permission to do so. In such a case, you will be responsible for complying with these terms, whether or not you own the phone or other device.
12. **Intellectual Property**
- 12.1 The copyright, trademarks and other intellectual property laws in any of the Wallet (including the graphics, characters, gameplay, user interface, audio and other content) are owned by or licensed to us. You do not have the right to, and must not, use our trademarks, names, branding and/or logos for any purpose.
- 12.2 In exchange for your acceptance of these Terms and Conditions, we grant you a limited right to use the Wallet on any devices and under any mobile number that you own or control (a "**Licence**") in accordance with these Terms and Conditions. The Licence is:
- (a) non-exclusive (which means that we can grant the same licence to other people);
 - (b) terminable (which means that the licence will end automatically in respect of any of the Wallet that we permanently cease to provide and also subject to termination of the Agreement);
 - (c) non-transferable (which means that you may not transfer (or attempt to transfer) your account to any other person); and
 - (d) for your personal use only (and so you must not use (or attempt to use) the Wallet for commercial gain).
- 12.3 You must not copy, distribute, make available to the public or create any adaptation of any part of the Wallet. You must not make available any cheats or technological measures designed to control access to, or elements of, our Wallet, whether on a free of charge basis or otherwise.
13. **Third party materials and links**
- 13.1 We may display or link to third party websites or services from the App as part of the Wallet, including the services set out in section **Error! Reference source not found.** above ("**Third-Party Services**"). You acknowledge that:

- (a) the Third-Party Services shall be provided directly by the third party to you, and we are not responsible for any of the Third-Party Services or their content or for any losses or harm you may suffer due to the Third Party Services or their content;
 - (b) the provision of such links to the Third-Party Services should not be taken as an approval by us of any of those Third-Party Services or their content;
 - (c) you are responsible for any costs that you incur in relation to the Third-Party Services; and
 - (d) you understand that when you provide data to Third Party Services you are providing that data in accordance with the privacy policy (if any) applicable to those Third-Party Services.
- 13.2 In respect of any Third-Party Services, you acknowledge that the terms and conditions of use and privacy policies of the relevant third parties will apply to your use of those Third-Party Services and their content.
- 14. **Reliance on information regarding the Wallet**
- 14.1 The content in the Wallet is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content provided through our Wallet.
- 14.2 Although we make reasonable efforts to update the information in the Wallet, we make no representations, warranties or guarantees, whether express or implied, that the content in the Wallet is accurate, complete or up to date. You should verify any information displayed through the Wallet with your underlying wallet by checking this directly. Accordingly, we will not be held responsible or liable for any losses which you may incur as a result of any inaccurate information displayed through the Wallet.
- 15. **Your personal information**
- 15.1 We will only collect, process and use your personal information in accordance with our Privacy Policy (available [here](#)). If you do not agree with our Privacy Policy, then you should not access or use the Wallet.
- 15.2 We use cookies or similar technologies to store certain types of information each time you use our Wallet. You can find out more about how we use cookies and other similar technologies in our Privacy Policy (available [here](#)).
- 15.3 Please note that you may also be subject to the terms and conditions, privacy policy and cookies policy of any social network that you may use to share your use of the Wallet.
- 16. **Your breach of the Agreement**
- 16.1 If you are in material breach of these Terms and Conditions, then we may suspend or terminate your access and use of the Wallet.
- 16.2 A material breach of these Terms and Conditions includes (but is not limited to) any breach of sections 4, 9, 11 and 13 and also includes repeated minor breaches.
- 17. **Limitations on our liability**
- 17.1 We provide the Wallet with the same skill and care as other providers of similar services. However, we are not responsible or liable for any interruptions or errors that you may experience

while accessing our Wallet and your only right with respect to any problems or dissatisfaction with any of our Wallet is to discontinue your use of the Wallet.

- 17.2 To the maximum extent permitted by law, we shall not have any liability in respect of:
- (a) losses or harm not caused by our breach of the Agreement or negligence;
 - (b) losses or harm which are not reasonably foreseeable by you and us at the time of you agreeing to the Agreement (including any losses which are incidental to foreseeable losses);
 - (c) any increase in loss or damage resulting from breach by you of the Agreement;
 - (d) losses or harm resulting from your transactions with a retailer or merchant via our Wallet; or
 - (e) technical failures or the lack of availability of the Wallet for reasons that are not within our reasonable control.
- 17.3 In any event, in so far as permitted by law, the total amount of our liability to you (i.e. for all claims brought under the Agreement) within any calendar year shall be limited to £150.
- 17.4 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Seychelles law.
- 17.5 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Wallet or any content provided through the Wallet, whether express or implied.
- 17.6 We only provide the Wallet to consumers for private domestic use. If you use our Wallet for any business or commercial purposes, we are not liable to you for any actual or potential losses you may suffer as a result of this.
- 17.7 Nothing in this section 17 affects any additional legal rights which you may have as a consumer.
- 17.8 We are not responsible for:
- (a) any delay or failure by us which is caused by something beyond our reasonable control. This could include things like: lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, riots, war, anything done by government or other public authority, or strikes or other industrial disputes, or any legal or regulatory change;
 - (b) any breach by you of the Agreement;
 - (c) any loss you suffer caused by you using the Wallet in breach of the Agreement;
 - (d) any commercial or businesses loss;
 - (e) any loss or damage caused by viruses or unauthorised use of, or attempts to access, the Wallet or any of your devices;
 - (f) any loss or disclosure of data or information, any corruption or breach of data or information; or
 - (g) losses which we could not reasonably have foreseen or which we could not have contemplated when entering into the Agreement.

18. **General terms**

Subcontracting

- 18.1 We may subcontract any of our obligations under this Agreement. You may not sell, assign, or transfer any of your rights or obligations under this Agreement.

Entire agreement

- 18.2 The Agreement is the entire agreement between you and us. We have entered into the Agreement relying only on the terms in the Agreement and neither you nor us shall have any liability for any promises made outside of the Agreement.

Transferring the Agreement

- 18.3 The Agreement is between you and us only. You must not transfer it to anyone else, or to try to do so. We may transfer the Agreement, our rights or obligations to anyone else as long as this does not significantly disadvantage you. We will let you know if we plan to do this.

Third parties

- 18.4 Only you and us may enforce the Agreement. No other person has a right to enforce the Agreement or benefit from it.

Illegal or invalid parts of the Agreement

- 18.5 If any part of the Agreement is held not to apply or is not enforceable, all other paragraphs and sub-paragraphs will still apply.

Delaying action under the Agreement

- 18.6 If we delay or fail to take any right that we may have under the Agreement, then the delay or failure does not mean that we lose that right. Any change to any rights will only be effective if it is in writing and signed by us.

Matters outside of our control

- 18.7 We shall not be liable to you if the Wallet are delayed or cannot be provided for reasons beyond our reasonable control.

19. **Governing law**

- 19.1 The Agreement is governed by and interpreted in accordance with the laws of Seychelles.

- 19.2 If there is a legal dispute, we both agree that legal proceedings will take place before the Supreme Court of Seychelles.

20. **Contact us**

- 20.1 If you have any questions about the Agreement or the Wallet, please contact us via the support chat on our App or by email: support@n2.org.

- 20.2 We welcome feedback from you in relation to our Wallet. Please note that, when you provide us any feedback, such as a comment, suggestion or idea, you agree to transfer all your rights in your feedback to us so that we are the exclusive owners. We may use your feedback at our discretion without any notice or compensation to you.