

Button Wallet Terms of Service

Effective Date: May 9, 2019

Welcome Button Wallet (hereinafter “**Button Wallet**,” “**we**” or “**us**”) including our website at <http://buttonwallet.com> (including all content under the “buttonwallet.com” domain name, and referred to herein as the “**Website**”). We provide the Website, as well as our web robots (each, a “bot”) and mobile applications (together, “**Apps**”), services, data, information, tools, software, updates and materials (altogether, the “**Services**”), subject to your agreement to and compliance with the terms and conditions set forth in this document (the “**Agreement**”). Please carefully read this Agreement that governs your access to and use of the Website, Apps and Services, and that applies to all users of the Services. **If you do not agree and consent to this Agreement, please do not use the Website, Apps and/or the Services.**

INCORPORATED TERMS

The following additional terms are incorporated into this Agreement as if fully set forth herein:

- Privacy Policy
- Copyright Policy
- Complaint Policy

1. IMPORTANT NOTICES

A. By using the Website, Apps and/or Services, you represent that you have read, understand, and agree to all the terms and conditions of this Agreement, including our privacy policy published at <https://buttonwallet.com/privacy> (“Privacy Policy”) and incorporated herein by reference. This Agreement and Privacy Policy are subject to the provisions of the European Union (“EU”) General Data Protection Regulation (“GDPR”) and other applicable privacy laws. We agree that under the GDPR, **if and to the extent that we collect any “Personal Data” about you, we are a data “Controller” and you are a “Data Subject” with certain protected privacy rights concerning your Personal Data**, and we will take commercially reasonable steps to maintain compliance with GDPR requirements.

B. We reserve the right to change, modify, add to, or otherwise alter this Agreement at any time, or to change or discontinue any aspect or feature of the Website, Apps or Services without notice to you. Such changes, modifications, additions or deletions shall be effective immediately upon their public release. You agree to review this Agreement periodically to be aware of such revisions. Your use of the Website, Apps and/or Services after we post of such changes, modifications, additions or deletions constitutes your acceptance of such changes, modifications, additions or deletions.

Notwithstanding the foregoing, we will notify you via the Services regarding any changes in the Privacy Policy if you have registered for an account with us and provided us with your email address or selected a Button Wallet user identifier (“UserID”) as further described in the Privacy Policy.

2. LICENSE

A. As long as you are in compliance with all the terms and conditions of this Agreement (and all incorporated documents) and have paid any applicable Fees (as defined below), we hereby grant to you during the Term (as defined below) a limited, revocable, non-assignable, non-transferrable, non-sublicensable, non-exclusive license to use the Website, Apps or Services areas that are intended for public access. Any rights not explicitly granted in this Agreement are strictly withheld and reserved by us.

B. You agree that (i) except in your normal use of the Website, Apps or Services, you will not copy or distribute any part of the Website, Apps or Services in any medium without our prior written authorization; (ii) you will not alter or modify any part of the Website, Apps or Services; and (iii) you will otherwise comply with this Agreement.

3. RESTRICTIONS

A. You agree that you will not violate any applicable law or regulation in connection with your use of the Website, Apps or Services.

B. You agree that you will not distribute, upload, make available or otherwise publish through the Website, Apps or Services any messages, information, ideas, comments, promotions, documents, questions, notes, plans, drawings, proposals, graphics, text, information, links, profiles, personal information, name, likeness, audio, photos, software, music, sounds, video, comments, messages, tags or similar materials (“Submissions”) that:

- are unlawful or encourage another to engage in anything unlawful;
- contain a virus or any other similar malicious software that may damage the operation of our or another’s computers;
- infringe upon any copyright, patent, trademark, trade secret, right of privacy, right of publicity or other right of any person or entity;
- are false, inaccurate, fraudulent or misleading; or
- are libelous, defamatory, obscene, inappropriate, abusing, harassing, threatening or bullying.

C. You further agree that you will not do any of the following:

- modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Website, Apps or Services;
- interfere with or disrupt the operation of the Website, Apps or Services, including restricting or inhibiting any other person from using the Website, Apps or Services by means of hacking or defacing;
- transmit to or make available in connection with the Website, Apps or Services any denial of service attack, virus, worm, Trojan horse or other harmful code or activity;
- attempt to probe, scan or test the vulnerability of the Website, Apps or Services or to breach our security or authentication measures;
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure, as determined in our sole discretion;
- harvest or collect the email addresses or other contact information of other users of the Website, Apps or Services;
- scrape or collect any content from the Website, Apps or Services via automated means;
- submit or post false, incomplete or misleading information to the Website, Apps or Services, or otherwise provide such information to us;
- impersonate any other person or business; or
- register for any account for the Website or Services using a bot or any other such automated means.

D. In addition, we reserve the right to review, edit or remove any Submissions, however, we are not required to routinely screen, monitor or review Submissions. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY SUCH SUBMISSIONS, AND YOUR RELIANCE ON ANY SUCH INFORMATION IS AT YOUR OWN RISK.

E. You agree that you are not licensed to access any portion of the Website, Apps or Services that we have not made public or accessible to registered users, and you may not attempt to override any security measures in place on the Website, Apps or Services.

F. Notwithstanding the foregoing rules of conduct, our unlimited right to terminate your access to the Website, Apps or Services shall not be limited to violations of this Restrictions section.

4. ELIGIBILITY

A. Some parts of the Website or Services may not be available to the general public, and we may impose eligibility rules from time to time. We reserve the right to amend these eligibility requirements at any time. You are not eligible to use the Website, Apps or Services if doing so would violate any applicable law or regulation, including but not limited to U.S. export controls or restrictions.

B. In order to register an account and be eligible to use the Website or Services, you must be an individual human person, and may not be any incorporated or other business association entity nor any bot or other automated entity. **By registering an account or using the Website or Services, you represent and warrant that you are an individual person and not any incorporated or other business association entity nor any bot or other automated entity.**

C. You must be over the age of 16 to register an account and be eligible to use the Website or Services. **By registering an account or using the Website or Services, you represent and warrant that you meet this minimum age requirement.** In any case, you affirm that you are over the age of 13, as the Website, Apps or Services are not intended for use by children under 13. If you are under 13 years of age, then please do not use the Website, Apps or Services without the consent of your parent or guardian. Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available to assist you in limiting access to material that is harmful to minors. More information on the availability of such software can be found through publicly available sources. You may wish to contact your Internet service provider for more information.

5. FEES, TRANSACTIONS AND PAYMENTS

A. Access to or use of certain features of the Website, Apps or Services may require your payment of fees (“Fees”). If you wish to engage in financial transactions using our Services (each a “Transaction”), you may be asked to supply certain information relevant to such Transaction. We will treat any information provided through the Services in accordance with this Agreement and the Privacy Policy. Verification of information may be required prior to the acknowledgment or completion of any Transaction. You represent and warrant that you have the legal right to use any Payment Method (as defined below) that you have used in connection with any Transaction.

B. We may refuse to process requested Transactions if we believe that you may be: i) impersonating another person; ii) violating the intellectual property or other rights of any entity; or iii) committing any fraudulent act; or iv) providing any information that we may otherwise reject for any or no reason in our sole discretion.

C. We may use a third-party payment processor (the “Payment Processor”) to charge Fees to you through your registered account for use of the Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for errors made by the Payment Processor. You agree to pay us, through the Payment Processor, all charges for purchases made by you, and you authorize us, through the Payment Processor, to charge your chosen payment method (“Payment Method”).

D. WE MAY SUBMIT TRANSACTIONAL CHARGES TO YOU WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE COULD REASONABLY ACT.

E. Your account will be considered delinquent if payment in full is not successful when a charge is initiated. Amounts due are exclusive of all applicable taxes, levies, or duties, and you will be responsible for payment of all such amounts. If you believe that any specific charge under this Agreement is incorrect, in order to obtain a credit, you must contact us in writing within thirty (30) days after the Transaction, and set forth the nature and amount of the requested correction. Otherwise, charges are final.

F. If you wish to cancel your account and use of the Website, Apps or Services, you may do so at any time through your account. Any charges incurred prior to cancellation are non-refundable.

6. CREDENTIALS SECURITY

A. You understand and agree that in order to use certain functions of the Website, Apps or Services, we may ask you to provide us with your password, private key, QR code or other credentials ("Credentials"). You are under no obligation to provide Credentials to us, however, if you do, you represent and warrant that you are authorized to provide these Credentials for use with the Website, Apps or Services, and that the Credentials are and will be true and accurate throughout the Term of this Agreement. By providing your Credentials, you agree that we may store and use the Credentials in accordance with our Privacy Policy.

B. If you are registered with a user account, you agree to keep your UserID, password, private key, QR code and/or any other Credentials needed to access or use the account confidential and secure. You are responsible for controlling the access to and use of your account. You understand and agree that we assume that instructions we receive from your account are authoritative, and that we should act upon such instructions. We are not responsible for any unauthorized access to your account or profile or the ramifications of such access, and we are not required to take action to disable any account. You agree that you will not bring any action against us arising out of or related to any claimed unauthorized access using your account Credentials.

C. You understand and agree that your Credentials are essential and required in order for you to use the Services, and to access any crypto currencies, money or other value that is credited to your account ("Assets"). If you lose or destroy your Credentials, you understand and agree that you will not be able to access your Assets, and we will have no means to recover your Credentials. You, and not us, expressly assume all risks and responsibilities associated with the protection, security, backup and recovery of your Credentials.

D. If we believe that there has been an unauthorized access to your account, we may take reasonable actions to disable or lock your account, prevent you from making further Transactions, or otherwise address your situation. **Notwithstanding the foregoing, if we disable or lock your account, you will continue to have access to your Assets via use of your private key Credentials at all times.** The status of your account will not restrict and we will not prevent your ability to access your Assets in your account.

7. AWARD PROGRAMS

A. We may run special programs with incentives to reward account users (“Award Programs”). For example, first-time registrants may receive a crypto currency award when signing up for a new account during a limited enrollment period (the “Award Period”). Under such program, we may offer new users a cryptocurrency award (in a supported crypto currency such as ETH, BTC or WAVES) for example that is equivalent to \$0.25 USD in accordance with Binance exchange rates (an “Award”) during the Award Period.

B. We may also run a referral program (“Referral Program”) under which users receive benefits for referring our Services to other users that sign up for new accounts within an Award Period time limit. Each user that created a new account during the applicable Award Period will be eligible to participate in the Referral Program. Under such program, we may offer an Award to an existing user for making successful referrals such that a new referred user creates an account during the applicable Award Period.

C. We may send Awards at any time before the end of the applicable Award Period, and may change payment deadlines during such Award Period.

D. Any user that attempts to improperly collect a Cryptocurrency Award by using bots or otherwise trying to game or cheat an Award Program may be banned from the Award Program or have their account locked. We may ask users for additional information (but not Personal Data) to establish eligibility for an Award Program to prevent such cheating, and may deny an Award in the event of any cheating.

E. We may run other competition Award Programs, and will notify our users with respect to the rules applying to such Award Programs. Users will be required to affirmatively agree to such rules before participating in any such Award Program.

8. SUBMISSIONS MADE AVAILABLE TO US

A. You are under no obligation to submit anything to us, and unless otherwise noted, we will not claim ownership of your Submissions. In order for us to provide the Services to you or for promotion of our Services, however, we require your permission to process, display, reproduce and otherwise use Submissions you make available to us. Therefore, if you choose to provide any Submissions to the Website, Apps or Services, you hereby grant to us a perpetual, irrevocable, transferrable, sub-licensable, non-exclusive, worldwide, royalty-free license to reproduce, use, modify, display, perform, distribute, translate and create derivative works from any such Submissions, including without limitation distributing part or all of the Submissions in any media format through any media channels.

B. By submitting any Submissions to us you hereby agree, warrant and represent that: (a) the Submissions do not contain proprietary or confidential information, and your provision of the Submissions does not violate any third-party's rights; (b) all such Submissions are accurate and true, (c) we are not under any confidentiality obligation relating to the Submissions; (d) we may use or disclose the Submissions in any way; and (e) you are not entitled to compensation or attribution from us in exchange for the Submissions.

C. You acknowledge that we are under no obligation to maintain any Submissions that you submit, post or make available via the Services. We reserve the right to withhold, remove and or discard any such materials at any time.

9. INFORMATION SHARED THROUGH THE SERVICES

You understand that by sharing information or engaging in Transactions via the Services, and requesting information to be sent through the Services, you may be revealing information about yourself and/or your business that you may include or that may be generated by the Services. You understand and acknowledge that you are fully aware and responsible for the impact of sharing such materials, and you agree that we are not responsible or liable in any way in connection with such sharing.

10. LINKS TO THIRD PARTY WEBSITES

For your convenience, the Website or Apps may contain links to the websites of third parties on which you may be able to obtain information or use services. Except as otherwise noted, such third party websites, and such information and services are provided by organizations that are independent of us. We do not make any representations or warranties concerning such websites. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, we cannot censor or edit the content of any third-party site. Therefore, we make no representation as to the accuracy or any other aspect of the information contained in or on such websites, sources or servers. Any linking to or from any such off-site pages or other websites by you is at your own risk. By using the Services, you expressly relieve us from any and all liability arising from your use of any third-party website or services. Accordingly, we encourage you to be aware when you leave the Website, Apps or Services, and to read the agreements and privacy policy of each other website or service provider that you visit.

11. OUR INTELLECTUAL PROPERTY

A. Our graphics, logos, names, designs, page headers, button icons, scripts and service names are our trademarks, trade names and/or trade dress. The “look and feel” of the Website, Apps and Services (including color combinations, button shapes, layout, design and all other graphical elements) are protected by U.S. and international copyright and trademark laws. All product names, services names, trademarks and service marks (“Marks”) are either our property or the property of their respective owners, as indicated. You may not use the Marks for any purpose whatsoever other than as permitted by this Agreement.

B. You acknowledge that i) the software used to provide the Website, Apps or Services, and all enhancements, updates, upgrades, corrections and modifications to such software (the “Software”), ii) all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of the Software (or any enhancements, corrections or modifications) and iii) all documentation therefor, are the sole and exclusive property of us and/or our licensors. This Agreement does not convey title or ownership to you, but instead gives you only the limited use rights set forth herein.

C. To the extent that you gain access to or receive any copies of the Software, you agree that you will delete such copies of the Software upon any termination of this Agreement, termination of your use of the Services, or at our request.

12. TERM AND TERMINATION

A. The “Term” of this Agreement will continue until the Agreement is terminated as provided herein. We reserve the right to terminate this Agreement and/or deny all or some portion of the Website, Apps or Services to any user, in our sole discretion, at any time.

B. Without limiting the foregoing or assuming any additional legal obligations, we reserve the right to terminate copyright violators in accordance with applicable law. All rights that you grant to us herein related to Submissions shall survive any termination of this Agreement. Further, your representations, warranties and indemnification obligations herein shall survive any termination of this Agreement.

C. You may terminate this Agreement at any time by ceasing use of the Website, Apps or Services, and by closing your account.

13. DISCLAIMERS AND LIMITATION ON LIABILITY

A. We do not represent or warrant that access to the Website, Apps or Services will be error-free or uninterrupted, and we do not guarantee that users will be able to access or use the Website, Apps or Services, or their features at all times. We reserve the right at any time to modify or discontinue (temporarily or permanently) the Website, Apps or Services, or any part thereof, with or without notice.

B. Certain data displayed by the Services rely on the receipt of underlying data from third-party sources. Such data sources may not be real-time or accurate, and there may be delays or inaccuracies in such displayed data.

C. The Website, Apps or Services may contain typographical errors or inaccuracies, and may not be complete or current. We reserve the right to correct any such errors, inaccuracies or omissions, and to change or update information at any time without prior notice.

D. Although we have the right to review, edit, remove or modify information from or on the Website, Apps or Services, we may not screen this material or control the sources of this information, and we do not guarantee the accuracy, suitability, completeness, currency, quality, adequacy or applicability of any such information.

E. Any materials appearing on the Website, Apps or Services are not intended to and DO NOT constitute legal, financial, investment, business, tax or professional advice of any kind. Those accessing the materials made available via the Services should not act upon them without first seeking relevant professional counsel. The materials should not be used as a substitute for consultation with a professional adviser. You agree that we are not responsible for any financial, business or legal decisions that you may make.

F. BY USING THE WEBSITE, APPS AND/OR SERVICES YOU AGREE AND ACKNOWLEDGE THAT WE PROVIDE THE WEBSITE, APPS AND SERVICES "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. WE AND OUR PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, ACCURACY, SUITABILITY, APPLICABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTIES OF ANY KIND. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY.

G. USE OF THE WEBSITE, APPS AND/OR SERVICES IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE, APPS AND/OR SERVICES AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE WEBSITE, APPS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITE, APPS OR SERVICES ARE FREE OF INACCURACIES, MISREPRESENTATIONS BY USERS, VIRUSES OR OTHER HARMFUL COMPONENTS.

H. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE PROHIBITED BY LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES, LICENSORS OR BUSINESS PARTNERS (COLLECTIVELY, THE "RELATED PARTIES") BE LIABLE TO YOU BASED ON OR RELATED TO THE SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE WEBSITE, APPS AND/OR SERVICES, EVEN IF WE AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

I. Notwithstanding the foregoing, in the event that a court shall find that any of the above disclaimers are not enforceable, then you agree that neither we nor any of our subsidiaries, affiliated companies, employees, members, shareholders, or directors shall be liable for (1) any damages in excess of the lesser of the Fees you have paid to us during the most recent twelve (12) month period or \$100.00, or (2) any indirect, incidental, punitive, special, exemplary or consequential damages or loss of use, lost revenue, lost profits or data to you or any third party from your use of the Website or Services. This limitation shall apply regardless of the basis of your claim or whether or not the limited remedies provided herein fail of their essential purpose.

J. SOME JURISDICTIONS MAY NOT PERMIT CERTAIN DISCLAIMERS AND LIMITATIONS, AND ANY SUCH DISCLAIMERS OR LIMITATIONS ARE VOID WHERE PROHIBITED.

14. INDEMNIFICATION

You agree to defend, indemnify and hold harmless us and our officers, directors, employees and agents, from and against any and all third party claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your use of and access to the Website, Apps or Services; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property or privacy right; (iv) any claim that any of your Submissions caused damage to a third party; or (v) any conduct, activity or action that is unlawful or illegal under any state, federal or common law, or is violative of the rights of any individual or entity, engaged in, caused by, or facilitated in any way through the use of the Website, Apps or Services. This defense and indemnification obligation will survive any termination or expiration of this Agreement or your use of the Website, Apps and/or Services.

15. DISPUTES, GOVERNING LAW AND JURISDICTION

A. You agree that any claim or dispute arising out of or relating in any way to your use of the Website, Apps, Services or any service provided by us, will be resolved solely and exclusively by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement.

B. THE PARTIES UNDERSTAND AND AGREE TO SUBMIT TO ARBITRATION PROCEEDINGS TO SETTLE ANY DISPUTES HEREUNDER, THAT SUCH ARBITRATION WILL BE IN LIEU OF LITIGATION, AND EACH PARTY HEREBY WAIVES THE RIGHT TO SUE IN COURT IN FAVOR OF THE ARBITRATION PROCEEDING EXCEPT AS PERMITTED UNDER THIS AGREEMENT.

C. There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, may 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.

D. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our address specified in the Notice section, below. Arbitration under this Agreement will be conducted by the American Arbitration Association (“AAA”) rules then in effect. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

E. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we both agree that we have each waived any right to a jury trial.

F. Notwithstanding the foregoing, you agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property or other proprietary rights.

G. Any dispute or alleged claim you may have with respect to your access or use of the Website, Apps or Services must be commenced within one (1) year after the occurrence of the events leading to the dispute or alleged claim.

H. The laws of the State of New York shall govern this Agreement. Any arbitration shall be held in New York, New York (the “Dispute Resolution Location”). To the extent arbitration does not apply, you agree that any dispute arising out of or relating to the Services, may only be brought by you in a state or federal court located in the Dispute Resolution Location. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN THE DISPUTE RESOLUTION LOCATION.

16. GENERAL

A. Severability. If any provision of this Agreement is found for any reason to be unlawful, void or unenforceable, then that provision will be given its maximum enforceable effect, or shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

B. Revisions. This Agreement may only be revised in a writing signed by us or made available via the Services. In the event that we update this Agreement and you are made aware of the update, your continued use of the Services after the update shall constitute an agreement to the updated terms.

C. No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Services.

D. Assignment. We may assign our rights under this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without our prior written consent. Any unauthorized assignment shall be null and void.

E. No Waiver. Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

F. Equitable Remedies. You hereby agree that we would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of irreparable harm or other damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

G. Entire Agreement. This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and us with respect to the Services, and supersedes all prior or contemporaneous communications, whether electronic, oral or written.

H. Notices. All notices given by you or required under this Agreement shall be in writing and addressed to: Button Wallet, 20 Ames Street, MIT Game Lab, Room 329, Cambridge, MA 02142, Attn: Alesandr Safonov. If you have any questions or concerns about this Agreement or the Privacy Policy, please contact us via postal mail at the preceding address; via email at main@buttonwallet.com; or telephone at +1-617-642-0635.

I. Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the parties to survive termination or expiration of the Agreement, shall survive any such termination or expiration.

COPYRIGHT POLICY

If you believe in good faith that any materials posted on the Website or Apps, or accessed via the Services (the “Materials”) infringe any copyright in any work of yours, you agree to contact our “DMCA Copyright Agent” as identified below, hereby designated under the Digital Millennium Copyright Act (“DMCA”) (17 U.S.C. §512(c)(3)), with correspondence containing the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of the copyright that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification, with information reasonably sufficient to allow its location of the material that is claimed to be infringing;
- Information reasonably sufficient to permit us to contact you;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and,
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You agree that if you fail to comply with all of the requirements of this policy, your DMCA notice may not be valid. For any questions regarding this procedure, or to submit a complaint, please contact our designated DMCA Copyright Agent in the Section 15.H. Notices section of the Terms of Service above.

COMPLAINT POLICY FOR INFRINGEMENT OF OTHER RIGHTS

If you believe in good faith that any Materials (as defined above) posted on the Website or Apps or accessed via the Services infringe any of your rights (including any trademark or privacy rights, but not including rights in copyright as addressed in the Copyright Policy, above), or are otherwise unlawful, you agree to send a notice to main@buttonwallet.com, containing the following information:

- Your name, physical address, e-mail address and phone number;
- A description of the Materials posted on the Website or Apps that you believe violate your rights or are otherwise unlawful, and which parts of said Materials you believe should be remedied or removed;
- Identification of the location of the Materials on the Website or Apps;
- If you believe that the Materials violate your rights, a statement as to the basis of the rights that you claim are violated;
- If you believe that the Materials are unlawful or violate the rights of others, a statement as to the basis of this belief;
- A statement under penalty of perjury that you have a good faith belief that use of the Materials in the manner complained of is not authorized and that the information you are providing is accurate to the best of your knowledge and in good faith; and,
- Your physical or electronic signature.

If we receive a message from you that complies with all of the above requirements, we will evaluate the submission, and if appropriate, in our sole discretion, we will take action. We may disclose your submission to any entity that posted the claimed violative Materials, or any other entity as we deem appropriate.

Copyright ©Button Wallet. All rights reserved. The Website, Apps and Services are protected by United States and international copyright, trademark, and other applicable laws. This includes the content, appearance, and design of the Website and Apps, as well as the trademarks, product names, graphics, logos, service names, slogans, colors, and designs.