

For members to check:

I have read and understood the terms and conditions in this agreement.

I understand that I am solely responsible for custodianship over my cryptocurrency wallet on this platform. I agree to safely and securely store my cryptocurrency wallet seed and password information.

SpankChain Cryptocurrency Wallet Software Agreement

This cryptocurrency wallet software terms of use agreement (the “Wallet Software Agreement”) is made between SpankChain, LLC (“SpankChain”) and any person who completes the process to download, utilize, or operate any software, data processing service, application, communication service, or other content created or offered by SpankChain, including, but not limited to, the SpankChain cryptocurrency wallet and “SpankCard” IFrame software (collectively, the “Software”). Use of the words “we,” “us,” or “our” in this Wallet Software Agreement refers to SpankChain and any or all of its affiliates, and use of the words “you” or “your” refers to you as a Software user and SpankChain site member or account holder.

By clicking the acceptance button or accessing, using or installing any part or all of the Software, you expressly agree to be bound by all the terms and conditions of this Wallet Software Agreement. Your agreement with these terms and conditions is required for access, use or installation of all or any part of the software. Unauthorized use is prohibited. You are also agreeing to enter into any amendment of this Wallet Software Agreement by and between you and SpankChain, and be legally bound by its terms and conditions, including any of its changes. Among other things, this means that, if you log into your account and use SpankChain after a revision to this Wallet Software Agreement, your use of the Software could be affected by the terms and conditions of any revisions. You should, therefore, read this Wallet Software Agreement from time to time, and we have the right to require your affirmative assent and continuing acceptance of this

Wallet Software Agreement, from time to time, as a condition of utilizing the Software. If you do not agree to be legally bound by this Wallet Software Agreement and all of its terms and conditions (as amended from time to time), you should not log into your account or use SpankChain.com (the “SpankChain Platform”). Your agreement with these terms and conditions of this Wallet Software Agreement is required for access, use or installation of all or any part of the Software. Unauthorized use of the Software is prohibited.

Service Terms and Limitations

Description. The Software functions as a free, open source, digital cryptocurrency wallet. The Software does not constitute an account by which SpankChain or any other third party serves as a financial intermediary or custodian of your Ether, SpankCoin, BootyCoin or any other cryptocurrency.

While the Software has undergone initial testing and continues to be improved by feedback from our community, open-source contributors and beta-testers, we cannot guarantee there will not be bugs in the Software. You acknowledge that your use of the Software is at your own risk, discretion and in compliance with all applicable laws.

You are responsible for safekeeping any password, PIN, private key, redemption key, backup recovery mnemonic seed phrase, passcode and any other code you may use to access the Software or in utilizing the Software to store cryptocurrency units, including Ether, SpankCoin or BootyCoin, or any information relating to cryptocurrency units or your account.

YOU ACKNOWLEDGE AND AGREE THAT: IF YOU LOSE ACCESS TO YOUR CRYPTOCURRENCY WALLET OR PRIVATE KEY AND YOU HAVE NOT SEPARATELY AND SECURELY STORED A BACKUP OF YOUR CRYPTOCURRENCY WALLET OR BACKUP RECOVERY MNEMONIC PHRASE(S) AND, IF APPLICABLE, CORRESPONDING PASSWORD(S), ANY CRYPTOCURRENCY ASSOCIATED WITH THAT CRYPTOCURRENCY WALLET

WILL BECOME INACCESSIBLE. We recommend that you write down your password and private key information with pen and paper and store it in at least two separate, safe and secure places. We also recommend that you do not photograph this information or type it on a phone, computer or any other device.

All cryptocurrency transactions (including “tips” on the SpankChain Platform) are irreversible. SpankChain and its directors, officers, employees, independent contractors, affiliates or agents cannot guarantee transaction confirmation or retrieve your private key or password if you lose or forget either.

Accessibility. You agree that from time to time the Software may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which SpankChain may undertake from time to time; or (iii) causes beyond our control, including events that are not reasonably foreseeable.

Equipment. You shall be solely responsible for providing, maintaining and ensuring compatibility with the Software, and all hardware, software, electrical and other physical requirements for your use of the Software, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the Software.

Limitations

Security. You shall be solely responsible for the security, confidentiality and integrity of all information, data, cryptocurrency and content that you receive, transmit through or store on or through the Software. You shall be solely responsible for any authorized or unauthorized access to the Software or any account of yours by any person. You agree to bear all responsibility for the confidentiality of your security devices, information, keys, or passwords.

Privacy. When reasonably practicable, SpankChain will respect and exert best reasonable efforts to maintain Software users’ privacy. We will not monitor, edit, or disclose any

personal information about your use of the Software, including its contents or your use of the Software, without your prior consent unless we have a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights or property of SpankChain; (iii) enforce this Wallet Software Agreement; (iv) protect the interests of users of the Software other than you; or (v) operate or conduct maintenance and repair of SpankChain services or platform operations, including the Software, as authorized by law. You acknowledge that you have no expectation of privacy with respect to the Internet generally or transactions sent to a blockchain; and, that your IP address may be transmitted and recorded with each message or other information you send using the Software.

Taxes and Fees

Any currency conversion charges, third party fees, sales, use, value-added, personal property or other tax, duty or levy of any kind, including interest and penalties thereon, imposed by any governmental entity, and any fees incurred by you by reason of your access, use or installation of the Software shall be your sole responsibility.

User Representations

You represent and warrant to SpankChain that: (a) You are over the age of eighteen (18) and have the power and authority to enter into and perform any obligations under this Wallet Software Agreement; (b) any information you may provide to SpankChain is truthful, accurate and complete; (c) you will comply with all laws and regulations of any applicable jurisdiction with regard to the your access, use or installation of the Software; (d) you shall comply with all terms and conditions of this Wallet Software Agreement; (e) you have provided and will provide accurate and complete information as required for access, use or installation of the Software; and (f) you understand how to safely and securely use, store and manage cryptocurrency and cryptographic tokens that follow [the](#)

[ERC-20 Token Standard](https://github.com/ethereum/EIPs/blob/master/EIPS/eip-20.md) < <https://github.com/ethereum/EIPs/blob/master/EIPS/eip-20.md> >, and you have read and understood the [SpankCard Recovery Instructions](#).

Prohibited Uses

You are solely responsible for any and all acts and omissions that occur under your wallet or use of the Software, security information, private key or password, and you agree not to engage in unacceptable use of the Software, including, without limitation, use of the Software to: (a) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email; (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate, store or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction in any applicable jurisdiction; (f) interfere, disrupt or attempt to gain unauthorized access to other wallets on the Software or any other computer network; (g) disseminate, store or transmit viruses, “Trojan horses” or any other malicious code or program; (h) engage in any activity that is illegal in your jurisdiction or in the United States of America; or (i) engage in any activity that would constitute a violation of any governmental sanction currently in force, including but not limited to any sanctions program or country sanction, or prohibited activity relating to any individual on the Specially Designated Nationals and Blocked Person List or any other list maintained by the United States Office of Foreign Assets Control.

Termination

This Wallet Software Agreement is effective upon your acceptance and shall continue in full force so long as you engage in any access, use or installation of the Software.

SpankChain reserves the right, in its sole discretion and without notice, at any time and for any reason, to remove or disable access to all or any portion of the Software or terminate this Wallet Software Agreement. If such termination occurs, you agree to maintain custody of, and access to, any cryptocurrency that you otherwise use the Software to hold custody of, in accordance with the details set forth in the [SpankCard Recovery Instructions](#).

Disclaimer of Warranties

THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SOFTWARE IS AT YOUR SOLE RISK. SPANKCHAIN DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES SPANKCHAIN MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SOFTWARE. SPANKCHAIN MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND, AS PROVIDED FOR BY LAW, EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY OF NONINFRINGEMENT.

Limitation of Liability

IN NO EVENT WILL SPANKCHAIN OR DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AFFILIATES OR AGENTS, OR ANY OF ITS OR THEIR RESPECTIVE SERVICE PROVIDERS, BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO

UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS WALLET SOFTWARE AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL SPANKCHAIN OR ITS DIRECTORS, MEMBERS OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AFFILIATES OR AGENTS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM OR IN ANY WAY RELATED TO YOUR ACCESS, USE OR INSTALLATION OF THE SOFTWARE.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH THE SOFTWARE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SOFTWARE.

Indemnification

You agree to indemnify, hold harmless and defend SpankChain, its directors, members, officers, employees, independent contractors, affiliates and agents (“Indemnified Parties”) from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney’s fees, asserted by any person, arising out of or relating to: (a) this Wallet Software Agreement; (b) your access, use or installation of the Software, including any data or work transmitted or received by you; and (c) any

unacceptable use of the Software by any person, including, without limitation, any statement, data or content made, transmitted or republished by you or any person which is prohibited by this Wallet Software Agreement. THIS INDEMNIFICATION INCLUDES THE EXPRESS INDEMNIFICATION OF SPANKCHAIN AND ALL INDEMNIFIED PARTIES FOR ANY ALLEGED NEGLIGENCE, ALLEGED GROSS NEGLIGENCE, OR OTHER ALLEGED MISCONDUCT OF SPANKCHAIN OR ANY INDEMNIFIED PARTIES.

Intellectual Property

SpankChain retains all right, title, and interest in and to all SpankChain brands, logos, trademarks and designs, including, but not limited to, SpankChain, LLC and any proprietary material relating to the Software, and variations of the wording of the aforementioned brands, logos, and trademarks.

Warnings

You acknowledge that SpankChain shall not be responsible for transferring, safeguarding, or maintaining private keys and/or your Ether, SpankCoin, BootyCoin or any other cryptocurrency. If you lose, mishandle, or have stolen any associated private key, you acknowledge that you may not be able to recover your Ether, SpankCoin, BootyCoin or any other cryptocurrency stored through the Software, and that SpankChain shall not be responsible for such loss.

You acknowledge and agree that Ether, SpankCoin, BootyCoin or any other cryptocurrency transactions presently or in the future facilitated by the Software and/or SpankChain or the underlying Ethereum blockchain may be delayed, and that SpankChain shall not be responsible for any associated loss.

You acknowledge and agree that SpankChain shall not be responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Software and/or SpankChain.

By using the Software, you acknowledge and agree that: (i) SpankChain is not responsible for operation of the underlying protocols or the Ethereum blockchain on which SpankChain runs, and makes no guarantee of their functionality, security, or availability; and (ii) the underlying Ethereum blockchain is subject to sudden changes in operating rules (“forks”), and such forks may materially affect the value (if any), and/or function of the Ether, SpankCoin, BootyCoin or any other cryptocurrency that you store on SpankChain. In the event of a fork, you agree that SpankChain may temporarily suspend Software-related operations (with or without notice) and that SpankChain may, in its sole discretion, (a) configure or reconfigure its systems or (b) decide not to support (or cease supporting) the forked protocols entirely, provided, however, that you will have an opportunity to withdraw funds stored through the Software. You acknowledge and agree that SpankChain assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol or blockchain.

Miscellaneous

Severance. If any provision or part-provision of this Wallet Software Agreement is, or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of this Wallet Software Agreement.

Entire Agreement – Disclaimer of Reliance. This Wallet Software Agreement constitutes the entire agreement between you and SpankChain with respect to the subject matter hereof and supersedes all prior agreements or understanding concerning the same. Each party expressly warrants and represents that: (a) it has authority to enter this Wallet Software Agreement; and, (b) it is not relying upon any statements, understandings, representations, expectations or agreements other than those expressly set forth in this Wallet Software Agreement.

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION. You agree that any and all disputes or claims against any person arising out of or in any way related to this Wallet Software Agreement or the access, use or installation of the Software by you or any other person shall be subject to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The location of the arbitration shall be California, the United States of America. The language of arbitration shall be English.