
INTMAX terms & conditions

Version 1.1 – October 2023

1 Scope

These terms and conditions ("**Terms**") govern the access to and use of a browser-based, non-custodial wallet software ("**INTMAX Wallet**") allowing you as a user ("**you**") to interact with your blockchain assets (together "**Services**") provided by Ryodan Systems AG, Hirschengraben 40, 6003 Luzern, Switzerland ("**Ryodan**").

By clicking to accept the Terms or using the Services, you agree to be bound by these Terms and all other terms or documents referenced herein, which together constitute a legally binding agreement between you and Ryodan. If you are using the Services on behalf of a company or other entity, then "you" includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with authority to bind the entity to the Terms, and (b) you agree to these Terms on the entity's behalf.

Ryodan reserves the right to change these Terms, the Services, or any part of it from time to time or suspend the Services or parts of it temporarily or definitively at any time at its own discretion. Such changes will be effective from the date of publication on the INTMAX Wallet's website. You should review the Terms on a regular basis, and your continued use of the Services following any amendments indicates acceptance of the changes to the Terms. **Please note, however, that the INTMAX Wallet is a non-custodial service and any changes to the INTMAX Wallet do not affect any of your blockchain assets as long as you retain your private key safely.**

If you do not agree to these Terms or any changes to the Terms, you may not access or use the Services.

2 Services

The INTMAX Wallet allows you to generate wallet addresses and associated private keys that you may use to send and receive digital assets such as cryptocurrencies and NFTs ("**Assets**") and swap or trade digital assets through applications or functionalities made available by third party service provider(s).

INTMAX Wallet is non-custodial, which means that you have exclusive control of the Assets and also bear exclusive responsibility for those Assets. Ryodan has no power to dispose over your wallet or Assets, and does not store any recovery key, passwords and/or private keys. It is your sole

responsibility to ensure safe backup of your private key and **you acknowledge and agree that the loss of your private key may lead to the irreversible loss of your Assets. Ryodan accepts no responsibility or liability for your Assets, your use of the Services, or any transactions initiated using the INTMAX Wallet.**

3 Eligibility for the Services

You can only use the Services if permitted under the laws of your jurisdiction. If you are located outside of Switzerland, you are solely responsible for ensuring that your access to and use of the Services in such country, territory or jurisdiction does not violate any applicable laws.

4 Your wallet & access

In order to create a wallet with INTMAX Wallet, you must connect a hardware device equipped with a biometric interface, i.e., a feature on your device that enables identification and authentication through biological characteristics such as fingerprint scanning, or facial recognition, or use USB security key provided by third-party.

When creating your wallet, a wallet address and a private key will be generated. The private key is encrypted and stored on your device. It can only be decrypted with the biometric interface of your device. As a backup, you can also store a password encrypted private key.

Anyone that gains access to your private key can dispose of your Assets, and if you lose your private key, you lose your Assets. Therefore, make sure you take precautions to avoid loss and/or unauthorized access to your wallet. Suggested measures include, but are not limited to, the following: (a) storing the encrypted backup safely; (b) never storing the password for the encrypted backup on your device; (c) never storing the password in an unsecured physical location; (d) limiting access to the device associated with the private key; and (e) taking all necessary precautions against malware on the devices and networks.

The access to your wallet relies on your device's biometric authentication process to decrypt your private key. Ryodan does not store, access, or process any of your biometric data or private key. The access to your wallet is thus only as secure as the biometric authentication process of your device and it is your sole responsibility to assess and ensure the security of such process.

5 Use of third-party services

INTMAX Wallet may be used on or connected to compatible third-party party marketplaces or other services. You acknowledge and agree that those services are not provided by Ryodan and Ryodan

does neither guarantee nor assume any responsibility for your access or use of the third-party services.

Such third-party services may be subject to separate terms and conditions of their provider and fees. It's your sole responsibility to carefully read and review any additional terms and conditions applicable to the third-party services, and to comply with such terms.

In no event shall a description or reference to a third party's product or service (including, but not limited to, providing a description or reference via hyperlink) be construed as an endorsement or promotion of such third-party products or services.

6 No fees

The INTMAX Wallet is provided free of charge as a community project.

The transfer of Assets and the interaction with third-party services may be subject to transaction fees (gas fees), service fees or handling fees. INTMAX Wallet may provide estimates of applicable transaction fees, however, applicable fees vary depending on the transaction or the specific third-party service. Before initiating a transaction, you must ensure that you have an adequate balance in your wallet to complete the transaction.

7 Your rights & obligations

You agree to use the Services in compliance with the Terms and legal and moral obligations applicable in the territory where you are located. You are personally responsible for your use of the Services and for keeping the private key, password, as well as your device, safe, secured, and protected. You should never share the private key, password or backup with anyone.

You are solely responsible for all transactions conducted via the INTMAX Wallet, and must check properly when entering yours or someone else's wallet address. You acknowledge and agree that blockchain-based transactions are irreversible, and it is your responsibility to assess the viability, risks, and suitability of any transaction.

In addition to other restrictions set forth in these Terms, you are expressly restricted from:

- Modifying, copying, distributing, reproducing, or using in any other way, any information or other content, text, graphics, images, or software obtained from the Services without Ryodan's prior written permission.
- Engaging in any data mining or any other similar activity in relation to the Services.
- Accessing the Services via any automated system or taking any action that may impose an unreasonable load on the infrastructure.
- Bypassing the measures that Ryodan may use to prevent or restrict access to or use of the Services, including by hacking into secured areas of the Services, circumventing any geo-blocking mechanisms, or otherwise.
- Attempting to reverse engineer any part of the Services, derive the source code, or create any derivative works or materials of any kind using the content provided via the Services.
- Exploiting the Services to access unauthorized information.
- Using the Services in a way that violates applicable law or for unlawful or illegal activities or purposes.
- Distributing spam, including through sending unwanted digital assets to other users.

You are responsible for identifying and paying all taxes and other governmental fees and charges in connection with your use of the Services.

8 Intellectual property

Ryodan retains all rights, titles, and interests to its own intellectual property, including all copyrights, inventions, trademarks, designs, domain names, know-how, trade secrets, data, and other intangible property and other rights ("**IPR**") in the Services, or any part of it. There is no intention to transfer any ownership of IPR between the parties under these Terms.

Where applicable and only to the extent necessary, you are granted a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to the IPR for personal or internal business use only as required to access and use the Services in accordance with the Terms.

To the extent you store any NFTs in your wallet, you represent and warrant you have all necessary rights and licenses related to the NFTs and you grant Ryodan a limited, non-exclusive, non-sublicensable license to use and display such NFTs and their content as required to provide the Services.

9 Termination & suspension

You may stop using the Services at any time without prior notice. Termination does not affect any rights, obligations, or liabilities of either party that have accrued before or are intended to stay effective beyond the termination.

Ryodan reserves the right to block or suspend your access to the Services in case you breached the Terms, or used the Services in a breach of law or for an illegal purpose.

10 Your representations & warranties

You represent and warrant that for the duration of your use of the Services:

- You are in full compliance with the eligibility criteria set out in these Terms.
- Your access and use of the Services will fully comply with all applicable laws and regulations, and that you do not access or use the Services to conduct, promote, or otherwise facilitate any illegal activity.
- You will only use the Services with legally-obtained funds that rightfully belong to you.
- You or your officers, managers, directors, shareholders or authorized representatives are not located in, ordinarily resident in, or organized under the laws of any jurisdiction that is subject to economic sanctions or trade embargoes imposed by (1) Switzerland, (2) the United Nations Security Council, (3) the European Union or any member state of the European Union, (4) U.S. authorities, in particular OFAC and the U.S. Department of State, (5) the country of your residence, or (6) other economic sanctions or trade embargos issued by another authority having jurisdiction over you or your Assets.

To the extent permitted by the applicable law, you are fully liable and agree to indemnify and hold Ryodan harmless from and against any loss, damage, liability, claim, demand, costs, fines, or penalties, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your:

- Breach of the representations and warranties.
- Use of the Services in breach of these Terms or applicable law.
- Access to or use of any marketplace or third-party services or products.

11 Liability & Indemnity

The Services are provided "as is" and "as available" without warranties or representations of any kind. Ryodan regularly carries out maintenance or improvements to the Services and its infrastructure but

does not guarantee that the Services will function without any interruption or disruption. You acknowledge that this may result in temporary delays and interruptions from time to time. Ryodan makes no representations or warranties regarding how the INTMAX Wallet will operate with any services, nor guarantees that the Services will be uninterrupted, are fit for a particular purpose, etc.

To the maximum extent permitted by applicable law, Ryodan's liability is limited to (i) damages resulting from Ryodan's gross negligence and intent, and (ii) to property damage or personal injury. In all other cases, Ryodan's liability is excluded to the maximum extent permitted by applicable law.

12 Use of data & data protection

Ryodan collects and processes personal data as described in its privacy policy, available at <https://intmax.io/privacy-policy.pdf>. Ryodan protects the collected personal data by means of appropriate technical and organizational measures and in accordance with the data protection legislation applicable in Switzerland and the European Union.

You acknowledge and agree that the blockchain is pseudonymous, not anonymous, in nature, meaning that all transactions with crypto assets are recorded on the blockchain together with the public wallet address of each holder who has made transactions with the respective crypto assets. This makes the trading history of each wallet address available to the public and makes it possible for anyone that can associate a person with the wallet address to view the related trading history and asset balance.

13 Hard fork

In the event of a fork, Ryodan may temporarily suspend the Services (with or without notice to you) and, in its sole discretion, (a) configure or reconfigure its systems or (b) decide not to support or cease supporting the forked protocol entirely, provided you will have an opportunity to withdraw or transfer your digital assets from INTMAX Wallet. You acknowledge and agree that Ryodan assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

14 Miscellaneous

Notices: Notices must be given in English in a text form and need to be communicated:

- **To Ryodan's attention:** via email to: customer@intmax.io
- **To your attention:** by publishing on the INTMAX Wallet's website.

Third-party links: The Services or any information or materials published in connection with the Services may contain third-party content or links to third-party websites. Ryodan does not assume any

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responsibility for and does not make any warranties or representations as to any third-party content or websites, including but not limited to the accuracy, subject matter, quality, or timeliness.

Severability: If any provision of these Terms (in whole or part) is held to be illegal, invalid, or otherwise unenforceable, the other provisions will remain mutatis mutandis in full force and effect.

No waiver: The failure of Ryodan to enforce any of the provisions of the Terms or any rights with respect thereto may in no way be considered as a waiver of such provisions or rights or in any way affect the validity of these Terms.

Governing Law & Jurisdiction: The Terms and all claims based upon, arising out of, or in relation to the Terms are governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The ordinary courts at the seat of Ryodan have jurisdiction over all disputes arising from or in connection with these Terms.