

# **PLUTX - ENTERPRISE WALLET**

## **TERMS OF SERVICE**

**12/26/2019**

Please read this Terms carefully as it governs your use of our Services

This Terms of Service (the “**Terms**”) is an agreement between you, or the company or other legal entities that you represent (“**you**” or “**your**”) and Infinity Blockchain Labs Co., Ltd. (“**IBL**”, “**we**”, “**us**”, or “**our**”), which regulates the terms and conditions, rights and obligations of each party when you use our PLUTX Services. (Collectively referred to as “**Parties**” and individually as a “**Party**”)

**By clicking, accessing, or otherwise using our Services, whether through the website [www.PLUTX.io](http://www.PLUTX.io) or our PLUTX Enterprise Wallet Application (“App”), you agree that you have read, understood, accept to comply with and be bound by this Terms, our Privacy Policy available at [www.PLUTX.io](http://www.PLUTX.io). If you do not agree with this Terms, please do not access or use our Services.**

Please note that if you are using this Service on behalf of an organization, you agree to this Terms for the organization and acknowledge that you have the authority to act on behalf of the organization and commit to this Terms on behalf of the organization.

## 1. Definitions

“**Business Day**” means any workday in Vietnam;

“**Business Hours**” means the hours between 09:00 and 18:00 GMT +07:00 on a Business Day;

“**Content**” means any material in any form published on the Site by us, any of its affiliates, or any third party with our consent;

“**PLUTX Service(s)**” or “**Service(s)**” means the services provided by us in order to assist the users in fund/crypto asset management;

“**PLUTX Enterprise Wallet**” means the wallet software developed, published, and owned by IBL that assists the organization in crypto asset management.

“**Site**” means our website: [www.PLUTX.io](http://www.PLUTX.io);

“**Term**” means the duration of a Service;

“**Offline Device**” means a handheld device with a camera built-in and without an internet connection. This device will be used to install the PLUTX Offline application;

“**PLUTX Offline App**” means the mobile software developed, published and owned by IBL that assists the organization in managing crypto private key and transaction sign off.

## 2. Modifications of the Terms

- 2.1. We reserve the right to review, revise, modify or amend the Terms from time to time, in our sole discretion, to reflect the changing needs of our business and in order to comply with applicable laws and regulations. Any such changes shall take effect when posted on the Site, or when you use our Services.
- 2.2. If you have supplied us with an email address, we shall also attempt to notify you by email. You will be bound by them if you wish to continue using our Services. If you do not wish to continue using our Services under such changes, you may terminate your account and cease to use our Services by contacting us. It is your responsibility to update your contact information, including but not limited to the email address provided to us; failure to do so may result in not receiving notice of any such changes to this Terms.

## 3. Usage of the Services

- 3.1. Eligibility. By using the Site and entering into this Agreement, you affirm that you are an individual, at least 18 years of age or older, or a juridical person which is incorporated legally and are not barred from using the Services under applicable laws.
- 3.2. Granting license. In consideration of you agreeing to abide by this Terms, we grant you a limited, non-exclusive, non-transferable license to access and use the PLUTX Enterprise Wallet solely in accordance with the terms of this Agreement.
- 3.3. PLUTX Enterprise Wallet is only capable of supporting certain cryptocurrencies. Under no circumstances should you attempt to store cryptocurrencies in your Wallet that the PLUTX Enterprise Wallet does not support.

## 4. Payment for Services

The Services are the online contract between you and PLUTX; thus, the payment for these Services is based on your convenience and your selected package services.

To achieve the highest level of payment security and confidentiality, we follow the [Payment Card Industry Data Security Standards](#) implemented by Stripe. Thus, we do not store any customer credit

card information in our system; instead, all credit card information and payment records will be redirected to the Stripe Payment Gateway for processing.

## 5. Account Integrity

In order to use our Services, you will first need to register for an account on the Site or App (“**Account**”). You are solely responsible for maintaining the confidentiality of your Account and will be solely and fully responsible for all activities that occur under your Account. We may suspend or terminate your Account should you violate this Terms. You agree that we shall not be held responsible for any unauthorized access to the Services or any resulting harm you may suffer.

After your registration for an account on the Site or App, we will send you an email to confirm the details of your registration. We reserve the right to refuse access to our Services.

By accessing or using our Services, you WILL:

1. only use the Services for lawful purposes and be bound by these Terms;
2. ensure that all information that you provided is current, complete and accurate; and will continue to provide accurate, up to date, and complete information about yourself and/or your affiliates;
3. be responsible for maintaining the confidentiality of your Account, password and other credentials associated with your Account in order to prevent any unauthorized person(s) from using our Services and/or accessing your information; and
4. be responsible for all activities that occur under your Account. You should tell us immediately if you believe someone has accessed your Account without your authority and/or logged into your Account and changed your password.

By accessing or using our Services, you WILL NOT:

1. violate any applicable laws including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws;
2. use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from enjoying the Services;

3. use any robot, spider, crawler, scraper, or interface not provided by us, to access our Services or to collect or extract information from our Services; and
4. engage, encourage or induce any third party to engage in any of the activities prohibited under this Terms.

## **6. Security, Privacy and Data Protection**

- 6.1. We maintain appropriate technical measures, internal controls, and data security procedures in order to protect your data against potential theft, loss, or changes, unauthorized disclosure or access, or unlawful destruction. Our technical measures, internal controls, and data security routines are continuously updated in accordance with the latest technological developments.
- 6.2. We treat your data in accordance with our [privacy policy](#).
- 6.3. We will only use your data for the purpose of providing the Services. This may include troubleshooting to prevent, find, and fix any problems that may arise pursuant to the provision of the Services.
- 6.4. We may hire third parties to provide limited services on our behalf, such as customer support services. Any such third parties (including any subcontractors) will be permitted to obtain your data only to deliver the services we have retained them to provide and shall be prohibited from using your data for any other purpose.

## **7. Support**

We will provide technical support via email, online channel, and phone. Technical support services are provided during normal Business Days and Business Hours, excluding public holidays in Vietnam. Replies to any technical support request should be provided within one (1) Business Day.

## **8. Disclaimer**

- 8.1. Except where expressly provided otherwise, we makes no representations and expressly disclaims all warranties or conditions of any kind, whether expressed or implied, including but not limited to the implied warranty of merchantability, fitness for a particular purpose and

non-infringement with respect to the Service and all content provided on or through our Site and App.

- 8.2. We make no warranty claim that: (a) the Site/App or contents thereon will meet all or your requirements; (b) the Site/App will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the Site/App or any content provided thereon will be accurate or reliable, or (d) the quality of any content purchased or obtained by you on or through the Site/App will meet your expectations.
- 8.3. We make no representation nor does it warrant, endorse, guarantee, or assume responsibility for any third party's applications (or content thereof), user content, devices or any other products or services advertised, promoted or offered by a third party on or through the Service or any hyperlinked website, and we are not responsible or liable for any transaction between you and any third party's providers with respect to the foregoing.
- 8.4. We have no control over any Virtual Currency network and therefore cannot and do not ensure that any transaction details you submit via our Services will be confirmed on the relevant Virtual Currency network and cannot assist you to cancel or otherwise modify your transaction or transaction details.
- 8.5. In the event of a change in protocol ("**Fork**") or other network disruption, we may not be able to support activity related to your Virtual Currency. Accordingly, the transactions may not be completed, completed partially, incorrectly completed, or substantially delayed. We are not responsible for any loss incurred by you caused in whole or in part, directly or indirectly, by a Fork or other network disruption.
- 8.6. We do not receive or store passwords, keys, network addresses, or other credentials associated with your Account and your PLUTX Offline App. We cannot assist you with your Account and your PLUTX Offline App credential retrieval. You are solely responsible for remembering, storing, and keeping secret any credentials and preserving your Offline Device. Any Virtual Currency you have associated with your Account and PLUTX Offline App may become inaccessible if you do not know or keep secret your credentials.

## **9. Limitation of Liability**

The restrictions on liability in this clause apply to every liability arising under or in connection with this Terms including but not limited to liability in contract, tort (including negligence), misrepresentation, and restitution or otherwise.

In no event shall we be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, or trading losses (whether incurred by you or any third party) arising from your access to, or use of, the Site/App or any content provided on or through the Site/App.

## **10. Intellectual Property**

- 10.1. Unless otherwise indicated by us, all intellectual property rights and any content provided in connection with the Site or the Services, are the property of us or our licensors or suppliers and are protected by applicable intellectual property laws. We do not give you any implied license for the use of the contents of the Site or the Services.
- 10.2. You accept and acknowledge that the material and content contained in or delivered by the Site or the Services is made available for your personal, lawful, non-commercial use only and that you may only use such material and content for the purpose of using the Site or the Services as set forth in this Agreement.
- 10.3. You further acknowledge that any other use of content from the Site or the Services is strictly prohibited and you agree not to infringe or enable others to infringe our intellectual property rights. You agree to retain all copyright and other proprietary notices contained in the materials provided via the Site or the Services on any copy you make of the material, but failing to do so shall not prejudice our intellectual property rights therein.
- 10.4. You may not sell or modify materials derived or created from the Site or the Services or reproduce, display, publicly perform, distribute or otherwise use the materials in any way for any public or commercial purpose. Your use of such materials on any other website or on a file-sharing or similar service for any purpose is strictly prohibited. You may not copy any material or content derived or created from the Site or the Services without our express, written permission.

10.5. Any rights not expressly granted herein to use the materials contained on or through the Site or the Services are reserved by us in full.

## 11. Risk factor

Your use of the Services requires you to bear risks for which we cannot be held responsible. The risks include but limited to:

- **Virtual currencies.** Virtual Currencies are not backed by governments or central banks. They are not protected by government deposit protection schemes. Virtual Currencies may be extremely volatile. Virtual Currency technology is extremely nascent and unproven. Virtual Currency software and providers are regularly subject to hacking attempts resulting in loss of funds. Read the EBA warning here for more details on Virtual Currencies.
- **Digital Assets.** Similar to Virtual Currencies, Digital Assets are not backed by governments or central banks. They are not protected by government deposit protection schemes. Digital Assets may be extremely volatile. Digital Assets technology is extremely nascent and unproven. Digital Assets software and providers are regularly subject to hacking attempts resulting in loss of funds.
- **Protocol failure.** A Virtual Currency protocol may fail, resulting in a total loss of Virtual Currencies held by users.
- **Disasters.** Disasters may damage the Virtual Currencies systems resulting in loss of Virtual Currencies held by users.

## 12. Miscellaneous

11.1 Governing Law. This Terms are governed by and shall be construed in accordance with the laws of the Socialist Republic of Vietnam.

11.2 Arbitration. If any dispute, controversy, difference or claim arises out of or relating to this Terms (including the existence, validity, interpretation, performance, breach or termination thereof), or any dispute regarding any non-contractual obligations arising out of or relating to it shall be referred to be finally resolved by arbitration at the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (“**VIAC**”) under its Rules of Arbitration. There shall be three (3) arbitrators who shall be appointed by VIAC. The language



to be used in the arbitral proceedings shall be English. The place of arbitration shall be Ho Chi Minh City, Vietnam.

- 11.3 Entire Agreement. This Terms constitutes the entire agreement among the Parties with respect to the subject matter described herein and shall supersede all prior agreements and understandings, written or oral, among the Parties. Subsequent discussions or negotiations between you and us shall only amend or become part of this Agreement by way of a written amendment specifically referencing the last updated date and the name of this Agreement.
- 11.4 Termination. We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by following our instructions on the Site or App.
- 11.5 Force Majeure. Neither Party will be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any terms of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including fires, floods, earthquakes, shortages, epidemics, quarantines, embargoes, acts of terrorism, war, acts of war, insurrections, strikes, lockouts, or other labor disturbances, riots, civil commotions, acts of God or acts, omissions, or delays in acting by any Governmental Authority, failure in bank performance, or equipment or software malfunction including network splits or Forks or unexpected changes in a computer network upon which the Services rely (each, a Force Majeure).
- 11.6 Severability. If there is any part of the Agreement identified or declared to be invalid in accordance with the law or at the discretion of the competent authority, the Agreement cannot reach its purpose and/or the original intention, the Parties shall agree to adjust one or more of those terms that are disabled. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- 11.7 Waive. Neither Party's failure nor neglect to enforce any of the rights under this Agreement shall be deemed to be a waiver of that Party's rights.
- 11.8 Contact information. For technical support requests, you may submit a request via [info@plutx.io](mailto:info@plutx.io). For any purpose other than technical support requests, you may contact us by registered post or courier: [sales@plutx.io](mailto:sales@plutx.io).