

Oasis Vault Terms of Service

The following document includes the terms of service of Oasis Vault SAPI de CV. ("Oasis Vault," "we," "us," or "our"). Please read these Terms of Service (along with our Privacy Policy, the "Terms of Service" or "Terms") carefully and thoroughly before using our products and services (the "Site"), our mobile applications for iOS and Android (each an "App"), and the services, features, products, content, or applications offered by Oasis Vault (together with the Site and Apps, the "Services").

1. Acceptance of the Terms of Service

These Terms of Service constitute a binding contract between you and Oasis Vault. By registering and/or using the Services in any way, including but not limited to visiting or browsing the Site or downloading one or both Apps, you agree to these Terms of Service and all other rules, policies, and procedures that we may occasionally publish on the Site or the Apps. Each of these rules is incorporated by reference and may be updated periodically.

These Terms of Service apply to all users of the Services, whether registered or not. Some of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services will be subject to those additional terms, which are incorporated into these Terms of Service by reference.

We reserve the right to modify the Terms at any time at our sole discretion, but if we do so, we will notify you via ordinary contact methods that we maintain with you. If you do not agree with the new Terms, you are free to reject them; however, this means you will no longer be able to use the Services. If you use the Services in any way after the changes take effect, it will imply your acceptance of the proposed changes.

If you use the Services on behalf of a company, entity, or organization, you declare and guarantee that you are an authorized representative of such a company, entity, or organization with the authority to bind such an organization to these Terms and agree to be bound by these Terms on behalf of such organization.

IMPORTANT NOTICE: These Terms of Service cover important information about the Services and any charges or fees related to their use. They also include information about automatic renewals, limitations of liability, a waiver of class actions, and the resolution of disputes through arbitration instead of in courts. **EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED THROUGH ARBITRATION.**

2. About Oasis Vault and the Services

Oasis Vault's services consist of a platform for managing, storing, and controlling cryptographic keys. Oasis Vault is not an intermediary for the purchase, sale, or trading of digital or virtual currency or assets (an "Exchange"), and Oasis Vault is not a bank, financial payments entity, electronic payments fund entity or other financial institution. The Services do not include selling, custody, or investment of money, nor do they effect any digital or virtual currency transactions. BY USING THE SERVICES IN ANY WAY, YOU ACKNOWLEDGE AND AGREE THAT (A) OASIS VAULT DOES NOT PROVIDE FINANCIAL, LEGAL, TAX, OR INVESTMENT ADVICE, AND (B) NONE OF THE SERVICES ARE DESIGNED TO PROVIDE OR INCLUDE SUCH ADVICE.

3. Eligibility

You must be at least 18 years old to use the Services. We may, at our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service comply with all applicable laws, rules, and regulations, and your right to access the Services will be revoked if these Terms of Service or the use of the Services are prohibited, or to the extent the offering of the Services conflicts with any applicable law, rule, or regulation. Furthermore, the Services are offered solely for your personal use and not for the benefit of third parties.

4. Account Registration

To use the Services, you may need to register for an account on the Services (an "Account"). To register an Account, you may be required to provide personal information, such as your name and email address (collectively, "Account Information"). You agree to provide us with accurate, complete, and up-to-date information about yourself and/or the company, entity, or organization you represent. You are solely responsible for the activity that occurs on your Account and for keeping your Account Information secure. You should never publish, distribute, or disclose your Account login information. You may not use Account Information that you do not have the right to use or with the intent to impersonate another person. You must notify us immediately of any change in your eligibility to use the Services (including any changes or revocation of licenses by state authorities), breaches of security, or unauthorized use of your Account.

5. Use of the Services

Content: For the purposes of these Terms of Service, the term "Content" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software scripts, graphics, and interactive features generated, provided, or made accessible through the Services.

Notices and Restrictions: All contents, features, and functionalities of the Services (including but not limited to the Content) are owned by Oasis Vault and are protected by copyright, trademark, patent, trade secret, and other intellectual property rights laws. Any unauthorized use of any

Content or material in the Services is strictly prohibited and may violate copyright and trademark laws, as well as privacy, publicity, and communication laws.

Use License: Subject to these Terms of Service, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable, and non-transferable license to use the Services and the Content solely for personal or internal business purposes and only in accordance with these Terms of Service.

6. Restrictions on Use

As a condition of using the Services, you agree not to use the Services for any purpose prohibited by these Terms of Service. You are responsible for all your activity in connection with the Services.

You shall not (and shall not permit any third party to) take any action or upload, download, post, submit, or otherwise distribute or facilitate the distribution of any Content on or through the Service that:

1. Infringes any patent, trademark, trade secret, copyright, right of publicity, or any other right of any other person or entity, or violates any law or contractual duty;
2. Is false, misleading, inaccurate, or untruthful;
3. Is unlawful, threatening, abusive, defamatory, fraudulent, invasive of another's privacy, or vulgar;
4. Constitutes unauthorized advertising or spam;
5. Contains viruses, files, or programs designed to interrupt, damage, or interfere with any software or hardware;
6. Involves impersonation of any person, including employees or representatives of Oasis Vault.

You shall not:

1. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
2. Interfere with the proper working of the Services;
3. Attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services;
4. Use tools such as "crawling" or "scraping" to access the Content.

7. Third-Party Services

The Services may allow or enable you to interact with other websites, services, or resources on the Internet or other mobile applications ("Third-Party Services"). When you access Third-Party Services, you do so at your own risk. Oasis Vault is not responsible for the content, functionality, or accuracy of such Third-Party Services.

8. Payments and Billing

Certain Services are subject to payments ("Paid Services"). By using these Services, you agree to pay all charges at the prices indicated at the time of the transaction. Oasis Vault may use third-party payment processors to manage payments.

- Billing: If you select a recurring payment plan, you are responsible for all charges until the plan is canceled.
- Payment Method: You agree to provide accurate and up-to-date payment information.
- Automatic Renewal: Unless you disable automatic renewal, Paid Services will automatically renew.

9. Products

Descriptions and Availability: Descriptions, features, prices, and availability of any products offered through the Services may change without prior notice. Oasis Vault reserves the right to limit or discontinue any product without prior notice.

10. Account Access by Third Parties

Oasis Vault may allow another person to access your account under certain circumstances, such as in the event of death or with a valid power of attorney. For this to occur, the person must provide the required documentation to verify their identity and right to access.

11. Indemnification

You agree to defend, indemnify, and hold harmless Oasis Vault, its affiliates, and each of their respective employees, directors, and representatives, from any liability, claims, and expenses, including reasonable attorneys' fees, that arise from your misuse or access to the Services, violation of these Terms of Service, or infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

12. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Oasis Vault, its directors, employees, or representatives be liable under contract, tort, strict liability, or any other legal theory with respect to the Services or products for any direct, indirect, incidental, punitive, or consequential damages of any kind, Loss of profits, data, use, or other intangibles; Any failure of performance, error, omission, interruption, defect, or delay.

13. Arbitration Waiver

You agree that all disputes between you and Oasis Vault will be resolved by binding individual arbitration under the rules of the American Arbitration Association. You waive your right to participate in a class action lawsuit or class-wide arbitration.

14. Governing Law and Jurisdiction

These Terms of Service shall be governed by and construed in accordance with the laws of the Mexico City, without regard to its conflict of laws principles. You agree that any dispute arising from or related to these Terms of Service will be subject to the exclusive jurisdiction of the state and federal courts located in such city.

15. Modifications

We reserve the right, at our sole discretion, to modify or replace any part of these Terms of Service or change, suspend, or discontinue the Services (including the availability of any feature, database, or content) at any time by posting a notice on the Site or sending you notice through the Services or via email.

16. Miscellaneous

- **Entire Agreement:** These Terms of Service constitute the entire agreement between you and Oasis Vault regarding the Services, and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the remaining provisions will remain in full force and effect.
- **Force Majeure:** Oasis Vault shall not be liable for any failure to perform its obligations where such failure results from any cause beyond its reasonable control, including mechanical, electronic, or communications failure or degradation.
- **Assignment:** These Terms of Service are personal to you and are not assignable, transferable, or sublicensable by you except with our prior written consent. We may assign, transfer, or delegate any of our rights and obligations without consent.
- **No Waiver:** Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms. Waivers of compliance in any particular instance shall not mean that we will waive compliance in the future.