



CoinCover Terms of Use

These Terms of Use set out:

your legal rights and responsibilities;
our legal rights and responsibilities; and
certain key information required by law.

In these Terms of Use:

'We', 'us' or 'our' means Digital Assets Services Limited; and
'You' or 'your' means the person subscribing to use Coincover.

If you don't understand any of these Terms of Use and want to talk to us about it, please contact us by:

email info@coincover.com; and
webchat at www.coincover.com

Who are we?

We are registered in England and Wales under company number: 11356137.

Our registered office is at: Capital Building, Tyndall Street, Cardiff, CR10 4AZ.

Wallet Guarantee

Whilst you remain a user of Coincover, If we breach our obligations under these Terms of Use and this breach causes your wallet to be compromised we have committed to indemnifying your losses up to the service value you have purchased or, if less the equivalent cash value of the crypto currency (Excluding any unsupported tokens unless explicitly defined) held in your wallet at the time our compromise causes a theft to occur.

Your attention is drawn to the warranties in paragraph 8.1 and the associated indemnity at paragraph 14.2 which sets out the details of our wallet guarantee.

It is important that you follow the process in paragraph 14.3 if you want to instigate a claim under this wallet guarantee.

1 These Terms of Use

- 1.1** These Terms of Use explain how you may use our CoinCover services, more specifically our lost key recovery services and our digital currency monitoring services which we refer to in these Terms of Use as our "Services".
- 1.2** You should read these Terms of Use carefully before subscribing to use our Services.
- 1.3** By subscribing to or using our Services you agree to be bound by these Terms of Use and any other the documents, policies or agreements referred to in them.
- 1.4** If you do not agree with or accept any of these Terms of Use, you should stop using the Services immediately.
- 1.5** These Terms of Use are only available in English. No other languages will apply to these terms of Use which all form part of this contract as set out in full here.

2 Our Services

- 2.1** The Services are not intended for use by children, if you are under the age of 18 you must not use the Services.
- 2.2** You agree that you are solely responsible for:

- 2.2.1 all costs and expenses you may incur in relation to your use of the Services; and
- 2.2.2 keeping your security and other account details confidential.

2.3 If you choose to access the Services from locations outside the UK, you are responsible for compliance with local laws where they are applicable. You must not access or use the Services if you are in a jurisdiction where it would be illegal or in breach of applicable laws to do so.

3 Use of the Services

3.1 In order to use the Services you will need to:

- 3.1.1 first have an account with one of our authorised digital currency wallet providers;
- 3.1.2 register for an account with us to access the Services and link your wallets to this account.
- 3.1.3 ensure the digital assets being protected are held in a 2 of 3 multi-signature wallet, with the 3 holders of the 3 possible private keys being: you, the end user; Digital Asset Services; and an authorised digital currency wallet provider.

3.2 When you create your account, you will need to:

- 3.2.1 provide us and our affiliates with accurate, current, and complete information about yourself as prompted by the registration process or as we may, from time to time request, and keep such information updated. You authorize us to make such inquiries that we consider necessary to validate your identity and you agree that we may do so using third party service providers.; and
- 3.2.2 keep your password secure and not to share it with anyone else.

3.3 It is at our discretion as to whether or not we accept your registration. Once we accept your registration we will grant you a non-exclusive, revocable, non-transferable, personal right to access the Services for the purposes of monitoring and protecting your digital assets.

3.4 You acknowledge that access to the Services may take up to 5 days from acceptance of your order to initially set up and that use of the Services is at all times subject to your compliance with these Terms of Use and the requirements identified in our Terms of Use.

3.5 The Customer acknowledges that the Services do not include: the sending or receipt of funds. The Service cannot be used by you to cancel or reverse cryptocurrency or digital asset transactions. We control only one of the three private keys for a Digital Asset wallet provided by our authorised digital currency wallet providers. Our authorised digital currency wallet providers and you are responsible for maintaining the security of the other two private keys. Your wallets and your Digital Assets are your responsibility. We cannot cause transactions transferring Digital Assets from your wallets except in conjunction with a request or instruction through the Service by you or someone holding your private keys.

4 Service Details

4.1 Our Services provide monitoring and recovery services in order to protect your digital currency and ensure you do not lose your digital currency funds. More details of these services can be found at www.coincover.com.

4.2 Our lost key recovery service enables you to recover the digital currency in your wallets if you lose access to your private keys. You must notify us as soon as you realise that you have lost your private keys and we will commence our recovery process. We will recover your digital currency and transfer it to a new wallet.

4.3 Through our monitoring service we will actively monitor your account for any suspicious or unauthorised behaviour including any attempts to obtain unauthorised access to your account or any account usage which is not in accordance with your normal account usage. Should we detect any potential compromise we will attempt to block the transaction until we have verified it with you.

5 Support

- 5.1** We shall make support services available to you for the duration of the Service licence. The support Services shall comprise of email, webchat and emergency telephone number.
- 5.2** We will use reasonable endeavours to notify you in advance of any scheduled maintenance but you acknowledge that you may receive no advance notification for downtime caused by circumstances outside of our control or for other emergency maintenance.

6 Changes to Services and Terms of Use

- 6.1** We may at our absolute discretion make, and notify you of, updated versions of the Terms or other documents referred to in any part of these Terms of Use from time to time by providing an updated Terms of Use when you next log in.
- 6.2** The updated Terms of Use shall replace the preceding version for the purposes of our agreement from the date of such revised Terms of Use.
- 6.3** In the event that the Customer reasonably believes that any Update materially impacts it negatively in any manner it may by notice elect to terminate our Agreement in respect of all impacted Services by written notice to us.
- 6.4** You acknowledge that we shall be entitled to modify the features and functionality of the Services. We may, without limitation to the generality of this clause, establish new limits on the Services (or any part), including limiting the value of digital currency which may be, stored in your digital currency vault, remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are notified to you in advance.

7 Fees

- 7.1** The Services are only available on payment of the prescribed fees. Fees for the Services are calculated monthly based on the value of the digital currency protected with us in your digital currency vault ("Subscription Fee"). For more information on how we calculate your Subscription Fee see www.coincover.com/pricing.
- 7.2** Subscription Fees are due monthly in advance with the initial Subscription Fee payable when you register.
- 7.3** The Subscription Fee is exclusive of any sales tax applicable which shall be payable by the Customer at the rate and in the manner prescribed by law.
- 7.4** Subscription Fees renew automatically at the rates in effect at each month and your payment provider will be charged your Subscription Fee automatically unless you cancel your subscription in accordance with these Terms of Use.
- 7.5** We may increase the rate against which our Subscription Fees are calculated for any and all Services and will provide you with 30 days written notice of any such increase. If you are not happy with the increase you are entitled to terminate your licence in accordance with these Terms of Use.
- 7.6** To the extent our licence terminates or expires unless it is due to our material breach of these Terms of Use you shall not be entitled to any refund or discount of Subscription Fees paid for any parts of any month during which the Services cease to be provided.
- 7.7** The warranties in paragraph 8.1 and the associated indemnity in paragraph 14.2 shall not apply where you fail to pay any Subscription Fee. If a Subscription Fee is late, the warranty and associated indemnity will start again on successful receipt of the fees by our bank.

8 Warranties

- 8.1** Subject to the remainder of this paragraph, we warrant that:

- 8.1.1 each Service shall operate materially in accordance with its description as set out in the Service Description Document when used in accordance with these Terms of Use under normal use and normal circumstances during the licence term; and
- 8.1.2 we will provide each of the Services with reasonable care and skill.
- 8.2** You acknowledge that the warranty in paragraph 8.1 does not apply to any support services which are provided 'as is' and without warranty to the maximum extent permitted by law.
- 8.3** The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or alternative electronic communications networks used by the parties or third parties. You acknowledge that such risks are inherent in Services of this nature and that we shall have no liability for any such delays, interruptions, errors or other problems.
- 8.4** If there is a breach of any warranty in paragraph 8.1 we shall use reasonable endeavours to repair or replace the impacted Services within a reasonable time. If the impacted Services remain unavailable for a period of time we shall refund the Subscription Fees which were paid by you for the period during which such Services were impacted (provided such period is at least 14 consecutive days).
- 8.5** The warranties in paragraph 8.1 are subject to the limitations set out in paragraph 14 below and shall not apply to the extent that any error in the Services arises as a result of:
- 8.5.1 your incorrect operation or use of the Services including wilful sending of digital currency by you to an unknown address;
- 8.5.2 your use of any of the Services other than for the purposes for which it is intended;
- 8.5.3 your use of any Services with other software or services or on equipment with which it is incompatible;
- 8.5.4 any modification of Services by you (other than modifications made by us); or
- 8.5.5 any breach of our Agreement by the Customer (or by any Authorised Affiliate or Authorised User);
- 8.5.6 The failure of a digital currency smart contract or blockchain including (but not limited to) a 51% attack.
- 8.6** You acknowledge that we do not accept liability or obligation:
- 8.6.1 that the Services shall meet your individual needs;
- 8.6.2 that the Services shall be compatible with any other software or service.
- 8.7** Other than as set out in this paragraph 8, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable laws.
- 9 Your responsibilities**
- 9.1** You shall at all times comply with all applicable laws relating to the use or receipt of the Services.
- 9.2** You shall only use the Services in conjunction with our Authorised Wallet Providers, you shall not attempt to use it in conjunction with any other third party provider.
- 9.3** You shall be responsible for setting and maintaining any wallet parameters as defined by us at the point of purchase of the Services or at any point whilst using the Services.

- 9.4** You are responsible for maintaining adequate security and control of any and all log in IDs, passwords, private keys, and any other codes that you use to access the Service. You shall not record in plaintext format your passwords.
- 9.5** You shall ensure that any devices you use to access the Services meet the minimum security requirements. These minimum security requirements include: (i) updating your computer software regularly and not using an unsupported operating system; (ii) install security software; and (iii) schedule routine antivirus scans and/or see an IT professional to have your computer fully inspected for trojans, keyloggers, and mischievous applications/browser plugins.
- 9.6** Should your account be compromised as a result of your failure to comply with this paragraph 9 we shall not be responsible for any losses suffered by you.
- 9.7** In the event the service provider is unavailable to assist in the completion of a recovery or claim, You shall maintain and provide any documentation provided by the supplier to facilitate and complete any recovery or claim.

10 Ownership, use and intellectual property rights

- 10.1** The Services and all intellectual property rights in them including but not limited to any content are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.
- 10.2** Nothing in these Terms of Use grants you any legal rights in the Services other than as necessary to enable you to access your account and use the Services. You agree not to adjust to try to circumvent or delete any notices contained in our Services (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Services.
- 10.3** All use of the Services by you is solely for your personal use and you shall not use the Services in a commercial manner.
- 10.4** Using the Services in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and any others that apply to it) is expressly prohibited and may result in civil and criminal penalties.
- 10.5** We do not accept any liability for any reduction in the value of your digital currency when stored within our Services. We do not accept any responsibility for any inability to access or transfer digital currency, inability to trade digital currency. You shall not be entitled to make any claim for any such losses under these Terms of Use

11 Our privacy policy and personal information

- 11.1** All personal information about you will be treated as private and confidential. We are registered with the ICO as a Data Controller. We undertake to comply with the General Data Protection Regulation (GDPR) and all other applicable data protection laws in all our dealings with your personal information. Your personal information will be kept secure. If you require more information on how we use your personal data, please refer to our Privacy Policy and contact us for other rights you may have under GDPR such as 'Rights of Data Access' etc. Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of providing our Services and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.
- 11.2** Our Privacy Policy is available at www.coincover.com/privacy-policy/.
- 11.3** We have implemented technical and organisational measures which we believe are sufficient to protect your digital currency when stored within your digital currency vault.

12 Suspension

12.1 We may suspend your access to the Services at any time if:

12.1.1 we suspect that there has been any misuse of the Services or breach of our Terms of Use;
or

12.1.2 you fail to pay any Subscription Fee due to us by the due date for payment.

12.2 Where the reason for the suspension is suspected misuse of the Services or breach of our Terms of Use we will take steps to investigate the issue and may restore or continue to suspend access at our discretion.

12.3 If we have suspended the Services for non-payment access to the Services will be restored promptly after we receive payment in full and cleared funds.

12.4 Subscription Fees shall remain payable during any period of suspension notwithstanding that you may not have access to the Services.

12.5 You understand that during any suspension of your account the warranties at paragraph 8.1 and the associated indemnity at paragraph 14.

13 End of the contract

13.1 You or us may terminate the licence granted under these Terms of Use at any time on 30 days written notice to the other party.

13.2 We may terminate the licence on immediate notice to you:

13.2.1 if you have not paid your Subscription Fee; or

13.2.2 you are in material breach of these Terms of Use (such as undertaking activity which could compromise our overall system).

13.3 If this contract is ended it will not affect our right to receive any Subscription Fee which you owe to us under this contract.

14 Limit on our responsibility to you

14.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:

14.1.1 losses that:

(a) were not foreseeable to you and us when the contract was formed; or

(b) that were not caused by any breach on our part;

14.1.2 business losses; and

14.1.3 losses to non-consumers

14.2 Subject to the heads of loss which we have excluded at paragraph 14.1 we shall indemnify you against all liabilities, costs, expenses, damages and losses suffered or incurred by you arising directly out of or in connection with any breach of our warranty in paragraph 8.1 above Our total liability under this indemnity shall be limited to the lesser of the CoinCover limit you have purchased or the value of the digital currency held in your digital currency vault at the time the liability arose.

14.3 Liability under this indemnity is subject to you notifying us in writing (including email) immediately, and in any event within 24 hours, of becoming aware or you believing that we have breached our warranty.

14.4 These terms do not cover any claim, or potential claim, where you are, the subject matter of any financial crime including without limitation any transgression or alleged transgression of the Proceeds of Crime Act 2002 (POCA), the Terrorism Act 2008, the recommendations of the Financial Action Task Force (FATF) or the Money Laundering Regulations 2007, or any other similar, related or applicable legislation relating to the transfer, handling, retention or dissemination of money or assets. This includes without limitation cryptocurrency, which is currently under investigation or suspicion. We reserve the right to defend our interests should you be involved in any such circumstances.

15 Other Important Terms

15.1 We may transfer this licence to someone else. We may transfer our rights and obligations under this licence to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms of Use to another person if we agree to this in writing. We will not unreasonably withhold our agreement.

15.3 Nobody else has any rights under these Terms of Use. This licence is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 If a court finds part of these Terms of Use illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing these Terms of Use, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms of Use, or if we delay in taking steps against you in respect of your breaking this licence, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not suspend the Services or chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

15.6 Which laws apply to these Terms of Use and where you may bring legal proceedings. These Terms of Use are governed by English and Welsh law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

15.7 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. In addition, please note that disputes may be submitted for online resolution to the *European Commission Online Dispute Resolution* platform.