

TERMS OF USE for TANGEM CARDS

PLEASE READ THESE TERMS OF USE CAREFULLY. BY CLICKING TO ACCEPT, OR BY ACCESSING OR USING OUR SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. BY PURCHASE OF THE TANGEM CARD OR BY USING THE TANGEM CARD, YOU DEMONSTRATE YOUR AGREEMENT TO THESE TERMS AND CONDITIONS CONTAINED HEREIN.

1. DEFINITIONS

“Cardholder”	means a person who owns Tangem Cards.
“Blockchain Asset”	means a digital data stored in and protected by the blockchain network, including but not limited to ownership right and value of cryptocurrency, tokenized assets, non-fungible asset.
“Blockchain Address”	means a unique identifier that serves as a virtual location of the Blockchain Asset in the blockchain.
“Card Transaction”	means loading or withdrawal of Blockchain Asset to/from the Blockchain Address associated with the Public Key stored on the Card.
“Official Mobile Application”	means an application developed and distributed by Tangem, providing interoperability between Card and blockchain, and working on NFC-capable smartphones and tablets using Google Android (https://play.google.com/store/apps/details?id=com.tangem.wallet) and Apple iOS (https://apps.apple.com/ch/app/tangem-tap/id1354868448) operation systems.
“Merchant”	means a person or company accepting payment for goods or services in Blockchain Asset.
“Private Key”	a secret cryptographic key which provides full control and ownership over a Blockchain Asset.
“Producer”	means Tangem AG, Baarerstrasse 10, 6300 Zug.
“Public Key”	means a cryptographic key, which provides access to information about a Blockchain Asset, including but not limited to Blockchain Address
“Reseller”	means a company that sells Tangem Cards.
“Services”	means the purchase and use of the Tangem Card or any features, technologies or functionalities linked to the Card operated by Tangem AG via the Official Mobile Applications.
“Tangem Card / Card”	means storage of Private Key and Public Key that enable the Card Transaction to be authenticated

2. GENERAL PROVISIONS

- 2.1 These Terms of Use (the “Terms”) govern the purchase and use of Tangem Cards and the related Services or any other features, technologies or functionalities linked to the Card provided by Tangem AG, (referred to as “Tangem”, “we” or “us” in this document) to authorized and independent resellers (the “Reseller”) of Tangem. Tangem is a company incorporated under the laws of Switzerland, with a registered address at Baarerstrasse 10, 6300 Zug, Switzerland.
- 2.2 Tangem Cards may be used for storage of Private Key and Public Key to Cardholder’s Blockchain Assets and authentication of Card Transactions with the purpose of “peer-to-peer” transfer of Blockchain Assets to another Blockchain Address or purchase of eligible goods or services at a Merchant’s website, physical location, or certain of its affiliated websites.

3. RIGHTS AND OBLIGATIONS

- 3.1 Cardholder agrees that these Terms are binding.

- 3.2 If the Reseller accepts the request for a Tangem Card, the Cardholder will receive the requested Card.
- 3.3 Cardholder shall be the only person having physical access to the Card.
- 3.4 Cardholder acknowledges and agrees that the Producer does not provide backup or recovery of Private Key and Public Key stored by the Card.
- 3.5 Producer does not keep records of Cardholder's personal data, the amount of Blockchain Asset stored on the Card, the Private Key, the Public Key, or personalized history of Card usage.
- 3.6 The conditions of use of the Official Mobile Application are defined in the terms and conditions of the Official Mobile Application available when downloading the application.

4. COSTS

- 4.1 Costs, fees and commission (the "**Costs**") may be charged in connection with the Card and its use. These Costs are disclosed at the purchase of the Card to the Cardholder.
- 4.2 There could be fees for blockchain operations set by blockchain itself, out of control of Reseller. Amendments to Costs due to changing expenses or market conditions may be made at any time via adjustments to the fee schedules. Such amendments shall be communicated to the Cardholder in an appropriate manner. Upon notification and in the event of the objection, the Cardholder should stop using the Card immediately.

5. CARDHOLDER'S DUTIES OF CARE

In particular, the Cardholder shall exercise the following duties of care:

- 5.1 Upon receiving the Card, the Cardholder should download the Official Mobile Application in order to consult and verify the amount of Blockchain Asset stored on the Card.
- 5.2 Cardholder shall keep the means of access and the Card with care and separate from each other.
- 5.3 Cardholder must always know where the Card is and regularly ensure that it is still in his/her possession. He/she shall avoid even temporary possession of the Card by any other person.
- 5.4 Cardholder shall treat the Card in the same manner as physical money (cash) and keep it safe. If the Card is lost, stolen or destroyed, the corresponding Blockchain Asset will be permanently lost.
- 5.5 A single Card should never store a Private Key to Blockchain Asset that has a value of more than the equivalent of 2000.00 CHF (in words: two thousand Swiss Francs).
- 5.6 Before using Card with Official Mobile Application, the Cardholder shall locate Official Mobile Application in Google Play Store or Apple Store App and install it as instructed by Reseller.
- 5.7 Card shall be used only with Official Mobile Application and as instructed by Reseller.
- 5.8 Official Mobile Applications shall be the only source of information about the Blockchain Address of the Blockchain Asset and corresponding Public Key stored on the Card.
- 5.9 Cardholder shall only use Near-Field Devices (the "NFC") devices that are capable of running Official Mobile Applications. He/she shall avoid leaving the Card in the proximity of the NFC devices of other persons.
- 5.10 Card shall be used only for physically tapping and holding near Cardholder's NFC device when Official Mobile Application requests it.
- 5.11 Cardholder shall keep the Card with care and protect the Card from mechanical damage, high temperatures, strong electromagnetic fields, and other harmful factors.

6. RIGHTS AND RESPONSIBILITIES OF CARDHOLDER

- 6.1 The Cardholder is liable for all liabilities arising from the use of the Tangem Card. Any disputes in relation to discrepancies and complaints about goods or services and any resulting claims must be settled directly by the Cardholder with the respective Merchant.
- 6.2 As a matter of principle, the Cardholder is liable for any risks resulting from the misuse of the Card. In any case, the Cardholder is liable for all transactions authorized using a means of access.

- 6.3 Any loss or damage resulting from the forwarding of the Tangem Card and/or means of access shall be borne by the Cardholder.
- 6.4 The Cardholder shall take all necessary measures to protect the misuse of the Card through the NFC (RFID) technology, including without limitation, a protective cover anti NFC. Neither the Producer, the Reseller nor the Merchant are liable for any loss, damage, or theft of any Blockchain Asset if the Card is not sufficiently protected against NFC technology piracy.
- 6.5 Loss or damage incurred by the Cardholder in connection with the possession or use of the Card shall be borne solely by the Cardholder. Producer assumes no liability if a Merchant refuses to accept the Card as means of payment or if the Card cannot be used due to a technical defect or because it has been canceled, blocked or the spending limit has been adjusted.
- 6.6 When receiving the Tangem Card claimed to be preloaded with Blockchain Assets, the Cardholder should consult and verify the value of the Blockchain Asset through the Official Mobile Application.
- 6.7 Cardholder is only permitted to use the Card and Services for his personal, non-commercial use. Cardholder is not allowed to resell the Tangem Card without the obtained written approval from the Producer.

7. RESPONSIBILITIES AND LIABILITIES OF PRODUCER

- 7.1 Producer does not warrant or make any representations regarding the use, the inability to use or operate, or the results of the use or operation of the Tangem Card and Official Mobile Applications.
- 7.2 Producer does not provide any backup or recovery of Private Key and Public Key stored on the Card.
- 7.3 Producer does not keep any records of Cardholder information, the amount of Blockchain Asset stored on the Card, the Private Key, the Public Key or personalized history of Card usage.
- 7.4 Producer shall not be held liable for any failure to be able to use the Card and / or Official Mobile Applications, for any reason whatsoever, nor will Producer be held liable for the loss of the Blockchain Asset resulting from a malfunction or inoperability of the blockchain network hosting Blockchain Asset, as well as the inaccessibility of its public servers and Services.
- 7.5 The Producer does not guarantee that the operation of Card and / or Official Mobile Applications will be secure, accurate, complete, uninterrupted, without error or free of viruses, worms, other harmful components or other program limitations. The Producer may, at its sole discretion and without obligation to do so, correct, modify, amend, enhance, improve and make any other changes to Card and Official Mobile Applications.
- 7.6 Producer shall not be held liable for the loss of profits, income, value or any indirect, extraordinary, consequential, exemplary or punitive damages.
- 7.7 Producer shall not be held liable for loss or breakdown of the Card.
- 7.8 Producer shall not be held liable for any loss of Blockchain Asset in the event of loss or total breakdown of the Card.
- 7.9 Producer shall not, in any case, be held liable for any Blockchain Asset in the amount of more than 2000.00 CHF per Card.
- 7.10 Producer shall not be held liable for loss of Blockchain Asset until there is conclusive evidence:
 - (i) that the Card's breakdown was caused by the fault of the Producer of the Card and that the Card's breakdown is a guarantee event as in Clause 8 of these Terms,
 - (ii) of the amount of Blockchain Asset which has been lost due to the breakdown of the Card,

In the absence of the two above-mentioned cumulative instances, Neither the Producer nor the Reseller are liable to pay any compensation for damages to the Cardholder.

8. GUARANTEES

- 8.1 Under the condition that the Cardholder exercises the duties of care as stated in Clause 5, Producer guarantees that the Card will function properly and without restriction for a period of 2 (two) years. In the event of a breakdown of the Card without it being the fault of the Cardholder due to duties mentioned in Clause 5 of these Terms, Producer will replace the Card with a new one. The Cardholder shall inform the Producer on the event of a breakdown by sending an e-mail to cardsupport@start2coin.com. If failed to resolve remotely, the Cardholder shall wait for instructions on safe shipping of the Card.

8.2 Producer guarantees that the Card prevents duplication of the Private Key.

9. LIMITATION OF LIABILITY

- 9.1 The Tangem Card, including without limitation any content, data and information related thereto, is provided on an “as is” basis and “as available” basis, without any warranties of any kind, express or implied warranties of use, merchantability or suitability for a certain purpose or use, including without limitation, the quality of products and services provided by users, third-party services, Merchants (except for the guarantees set forth in Clause 8).
- 9.2 Tangem and its affiliates, including any of their officers, directors, shareholders, employees, sub-contractors, agents, parent companies, subsidiaries and other affiliates (collectively, the “Tangem Affiliates”), jointly and severally, disclaim and make no representations or warranties as to the usability, accuracy, quality, availability, reliability, suitability, completeness, truthfulness, usefulness or effectiveness of any content, data, results or other information obtained or generated by Tangem and/or any user related to you or any other user of the Tangem Card and Official Mobile Applications.
- 9.3 In no event shall Tangem and/or any of the Tangem Affiliates be liable for any damages whatsoever, including direct, indirect, extraordinary, incidental or consequential damages of any kind resulting from or arising out of the use of Tangem Card and / or Official Mobile Applications or inability to use Card and / or Official Mobile Applications, failure of Card and / or Official Mobile Applications to perform as represented or expected, loss of goodwill or profits. In no event shall Tangem and/or any of the Tangem Affiliates be liable for the performance or failure of the Tangem Card and / or Official Mobile Applications to perform under these Terms of Use and any other act or omission by Tangem by any cause whatsoever including without limitation damages arising from the conduct of any users, Merchants, third party services and/or exchanges.
- 9.4 You hereby acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for using the Tangem Card and Official Mobile Applications and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy, and even if Tangem and/or any Tangem Affiliates has been advised of the possibility of such liabilities and/or damages.

10. SEVERABILITY

- 10.1 In the event any court shall declare any section or sections of this Terms of Use invalid or void, such declaration shall not invalidate the entire Terms of Use and all other paragraphs of the Terms of Use shall remain in full force and effect.

11. ARBITRATION AND GOVERNING LAW

- 11.1 These Terms of Use are governed exclusively by the laws of Switzerland, without regard to its conflict of law rules. You consent to the exclusive jurisdiction of the court of Zug, Switzerland for any dispute arising under this Terms of Use.