

TERMS OF SERVICE

INTRODUCTION

These Terms of Service ("Terms") govern customer's (collectively "User", "You") use of certain services, including the websites located at <https://tangem.com> and <https://shop.tangem.com> ("Website"), web and mobile applications ("Application"), informational products, tools, and services available from this Website (further collectively referred to as "Services"), provided by Tangem AG and its affiliates (collectively "Tangem", "we" or "us").

By registering on the Services, clicking "I accept" or a similar button, or by installing, accessing or using the Services (including any software or application forming part of the Services), you confirm that you have read and understood the Terms and any other documents referred to in them, including our Privacy Policy, Shipping Policy, Refund Policy and other policies referred to in these Terms, and that you agree to be bound by the Terms, which constitute an agreement between You and Us.

You represent and warrant that you have the right, authority, and capacity to accept these Terms and to abide by them, and that you have fully understood the Terms without any impairment in judgment resulting from (but not limited to) mental illness, intoxication, medication, or any other health or other problem that could impair judgment. These Terms apply to all users of the Services, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

If you have any doubts about your rights and obligations resulting from the acceptance of the Terms, please consult a lawyer or other legal advisor in your jurisdiction. Consequently, if you do not accept or understand the Terms, please do not use, install, access, or register with the Services. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

1. DISCLAIMER

- 1.1. The Services are intended for users who are 18 years of age or older, and any registration by, use of or access to the Services by any natural person under 18 is unauthorized, unlicensed and in violation of these Terms. Children under 18 and at least 13 years of age are only permitted to use or access the Services if the following conditions are met: (a) such children use the Services through an account owned by a parent or legal guardian (b) with their explicit permission and (c) under their direct supervision. Children under 13 years of age are not permitted to use the Services.
- 1.2. By using the Services, you represent that you are 18 or older and that you agree to and will abide by these Terms. If you violate any of these Terms, or otherwise violate any agreement between you and us, Tangem may terminate delete your profile and/or prohibit you from using or accessing the Services (or any portion, aspect, or feature of the Services), at any time in its sole discretion, with or without notice, including if Tangem believes that you are under 18.
- 1.3. **No advice.** No part of the information herein should be considered to be business, legal, financial or tax advice regarding the Products or Services. You should consult your own legal, financial, tax or other professional advisor regarding the matter. By using the Services, you represent that Tangem is responsible neither for obtaining the information about tax or similar obligations arising in relation to usage of the Services nor for fulfillment of such tax (or similar) obligations.

2. ONLINE STORE TERMS

- 2.1. This section applies to your access, use, or registration with <http://shop.tangem.com> or <https://tangem.com>. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright laws). You agree not to use the Website to upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other malicious or tracking computer code, files or programs designed to track, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- 2.2. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

- 2.3. For more detail, please review our Returns Policy. A breach or violation of any of the Terms will result in an immediate termination of provision of Services to you.
- 2.4. Our store is powered by Shopify Inc. Shopify is an online e-commerce platform that allows us to sell our products and provide services to you. Please note, that we share some of your personal data with Shopify. For more detail, please review our Privacy Policy.

3. PRODUCTS OR SERVICES

- 3.1. Certain products or services may be available exclusively online through the Website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
- 3.2. We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.
- 3.3. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this Website is void where prohibited.
- 3.4. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Services will be corrected.

4. MODIFICATIONS TO THE SERVICE AND PRICES

- 4.1. Prices for our products are subject to change without notice. Prices provided on the Website are in US Dollars and are exclusive of taxes. For example, if you are shipping within the territory of the United States, sales tax may be charged on orders shipped to the states of New York, California, Texas, Delaware, and other states.
- 4.2. We reserve our right to make changes to the products, prices and other content represented on the Website, at any time without notice. We also reserve the right at any time to modify or discontinue the Services (or any part or content thereof) without notice at any time.
- 4.3. We will not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Services.

5. ACCURACY AND COMPLETENESS

- 5.1. We are not responsible if information made available on the Website is not accurate, complete, or current. The material on the Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on the Website is at your own risk.
- 5.2. The Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.
- 5.3. You agree to provide current, complete, and accurate purchase, billing, and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address, credit card number and expiration dates, so that we can complete your transactions and contact you if needed.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Tangem either owns all the intellectual property rights for all the content available for the User on the Website, including but not limited to the underlying HTML (or other source code), text, images, audio/video clips, or has obtained the permission of the owner of the intellectual property to use the specified content on this Services.
- 6.2. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, revocable, non-assignable, and non-sublicensable license to download and install a copy of the Application onto any authorized compatible device you own and control, and to use such copy of the Application solely for your personal, non-commercial use. We reserve all rights in the Application not expressly granted to you in these Terms.

- 6.3. The copy of the Application is licensed, not sold, to you. You agree that we and our licensors own all rights, title, and interest in and to the Application, including all intellectual property rights in it, and that we retain ownership of all copies of the Application even after installation on your device. You agree not to delete or in any manner alter the copyright, trademark, or other proprietary rights notices or markings that may appear in the Application.
- 6.4. Except as expressly specified in these Terms, you may not:
 - 6.4.1. copy, modify, or create derivative works of the Application, including adaptations or modifications to the Application;
 - 6.4.2. sell, rent, lease, distribute, transfer, sublicense, lend, or otherwise assign any rights to the Application to any third party;
 - 6.4.3. make the Application available to multiple users by any means, including by uploading the Application to a file-sharing service or other type of hosting service or by otherwise making the Application available over a network where it could be used by multiple devices at the same time;
 - 6.4.4. disassemble, decompile, reverse-engineer, or attempt to derive the source code of the Application or permit a third party to do so, except to the extent such activities are expressly permitted by law. You agree to comply with any technical restrictions in the Application that allow you to use the Application only in certain ways.
- 6.5. We are not obliged to maintain or support the Application, to provide any specific content through the Application, or to provide you with updates, upgrades, or services related to the Application. You acknowledge that we may in our sole discretion issue updates or upgrades to the Application, disable access to the Application for any period of time or permanently, and automatically update or upgrade the version of the Application that you are using on your device. You consent to such automatic updating or upgrading on your device, and agree that these Terms will apply to all such updates or upgrades, unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern. You acknowledge and agree that we shall have no liability to you arising out of any unavailability of the Application.
- 6.6. The license to the Application granted under these Terms remains in effect until terminated by you or us. You may terminate the license at any time by destroying all copies of the Application in your possession or control. Without prejudice to any other terms set forth in these Terms, the license will automatically terminate without notice from us if you in any way breach any provision of these Terms. Upon termination in accordance with these Terms for any reason, you must cease all use of the Application and promptly delete and destroy all copies of the Application. Your termination of the license for any reason will not release you from any liabilities or obligations set forth in these Terms which (a) have expressly been stated as surviving any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.
- 6.7. Tangem reserves the right, at its sole discretion, to change, modify, add, remove or terminate this license at any time for any reason.
- 6.8. These Terms confer only the right to use the Services while these Terms and the specified licenses are in effect, and they do not convey any rights of ownership in or to the Services. All rights, title, and interest, including any copyright, patent, trade secret, or other intellectual property rights in the Services will remain our sole property. Any services provided to you under these Terms, and other data or materials that are prepared in the performance of such services, and all right, title, and interest in them will belong to us.
- 6.9. We respect the intellectual property rights of others. We will respond expeditiously to claims of copyright infringement. If you see any material in the Services that in your good faith belief may infringe someone's copyright, you may notify us by emailing us at store@tangem.com with "Copyright" in the subject line. In order for it to be effective, your notice, also known as a takedown notice, must include the following information:
- 6.10. The identity of the original copyrighted work that you claim is infringed or – if your notice covers multiple copyrighted works – you may provide a representative list of the copyrighted works that you claim have been infringed;
- 6.11. A sufficiently detailed description of the content in the Services that you claim infringes the copyrighted work;
- 6.12. Your contact information, including your full name, mailing address, telephone number, and email address, if available;
- 6.13. A physical or electronic signature of the copyright holder or a person authorized to act on his or her behalf.

7. OPTIONAL TOOLS

- 7.1. We may provide you with access to third-party tools which we neither monitor nor have any control over.
- 7.2. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We will have no liability whatsoever arising from or relating to your use of optional third-party tools.
- 7.3. Any use by you of optional tools offered through the Services is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- 7.4. We may also, in the future, offer new services and/or features through the Services (including, the release of new tools and resources). Such new features and/or services will also be subject to these Terms.

8. THIRD-PARTY LINKS

- 8.1. Certain content, products, and services available via our Services may include materials from third parties.
- 8.2. Third-party links in the Services may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.
- 8.3. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's terms of use, privacy policy, and other policies and make sure you understand them and agree to abide by them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

9. USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

- 9.1. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and will be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
- 9.2. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion as unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violating any party's intellectual property or these Terms.
- 9.3. You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make as well as for their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

10. WARRANTIES

- 10.1. Tangem will use reasonable level of skill and care to ensure that the Services can be accessed by you in accordance with the present Terms, but there are no guarantees that access and features will not be interrupted or that there will be no delays, failures, errors, omissions, corruption or loss of transmitted information. The Services are provided "as is" without any warranty of any kind, either express or implied, and in particular without implied warranties of merchantability, reliability, and fitness for a particular purpose.

10.2. Tangem warranties:

- 10.2.1. We do not guarantee, represent, or warrant that your use of our Services will be uninterrupted, timely, secure or error-free.
- 10.2.2. We do not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.

10.3. User's warranties:

10.3.1. You agree not to use the Services or their content:

- for any unlawful purpose;
- for money laundering, financing of terrorism;
- to solicit others to perform or participate in any unlawful acts;
- to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- to submit false or misleading information;
- to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet;
- to collect or track the personal information of others;
- to spam, phish, pharm, pretext, spider, crawl, or scrape;
- for any obscene or immoral purpose; or
- to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

10.3.2. You agree that from time to time we may remove the Services for indefinite periods of time or cancel the Services at any time, without notice to you.

10.3.3. You expressly agree that your use of, or inability to use, the Services is at your sole risk. The Services and all products and services delivered to you through the Services are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

10.3.4. You shall comply, at Your own expense, with all laws that apply to or result from Your obligations under these Terms. By accessing and using the Services, you represent and warrant that You are not on any trade or economic sanctions lists, such as (but not limited to) the UN Security Council Sanctions list, designated as a "Specially Designated National" by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or placed on the U.S. Commerce Department's "Denied Persons List", EU Consolidated Financial Sanctions List.

11. LIMITATION OF LIABILITY AND INDEMNIFICATION

11.1. In no case will Tangem, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, loss of any crypto assets, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Services or any products procured using the Services, or for any other claim related in any way to your use of the Services or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Services or any content (or product) posted, transmitted, or otherwise made available via the Services, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability will be limited to the maximum extent permitted by law.

11.2. You agree to indemnify, defend and hold harmless Tangem and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

12. TERM, AMENDMENT AND TERMINATION

12.1. The obligations and liabilities of the parties incurred prior to the termination date will survive the termination of this agreement for all purposes.

- 12.2. From time to time, we may modify or amend the Terms. If we do so, we will post such modifications or changes in the Services. It is your responsibility to check this page periodically. Your continued use of or access to the Services following the posting of any changes constitutes acceptance of those changes.
- 12.3. Notification of the User of the amendments and / or additions made hereto shall be made by posting a notification on the Website or at the Tangem's discretion, the User may be additionally notified by any other means specified in the present Terms.
- 12.4. These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Services, or when you cease using our Services.
- 12.5. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1. Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction these Terms of Service and any separate agreements whereby we provide you Services shall be governed by the laws of Switzerland without regard to its conflict of laws principles.
- 13.2. You can submit a claim in written form regarding the operation of the Services to us via email at store@tangem.com. You may also reach us in writing at the following address: Tangem AG, Baarerstrasse 10, Zug, CH-6300 Switzerland. In case of failure to resolve disputes and disagreements by way of negotiations the settlement shall be in accordance with claim procedure. Claims shall be reviewed within 30 calendar days.
- 13.3. Subject to compulsory legal provisions, any use of the Services and all legal disputes arising out of or in connection therewith shall be submitted to the exclusive jurisdiction of the courts of the Canton of Zug.

14. FORCE MAJEURE

- 14.1. Tangem will not be liable to you for any delay or failure in performance under these Terms due to causes beyond the reasonable control of Tangem unable to perform, but only if those causes could not have been prevented by reasonable precautions and could not have been circumvented through the use of reasonable alternative sources, workaround plans, or other means. These causes include but not limited to strikes, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, governmental action, labor conditions, and power outages.

15. COMMUNICATION

- 15.1. In the event when under the Terms Tangem provides the User with any information that relates to the Services provided hereunder, this information may be given to the Client through the Website without sending said information directly to the User's address and / or using other secure means.
- 15.2. Tangem shall respond to requests from the User promptly and within 7 calendar days following the date of receipt of the request. The response time may in some cases may exceed 7 calendar days.

16. MISCELLANEOUS

- 16.1. **Entire agreement.** These Terms and any policies or operating rules posted by us on the Website or in respect to the Services constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).
- 16.2. **Severability.** In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision will nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion will be deemed to be severed from these Terms of Service, such determination will not affect the validity and enforceability of any other remaining provisions.
- 16.3. **Assignment.** You may not assign your rights or obligations under these Terms in whole or in part to any third party. You acknowledge and agree that Tangem may assign its rights and obligations under these Terms, including rights and obligations concerning insurance and, in such context, share or transfer information provided by you while using the Services to a third party.
- 16.4. **No waiver.** The failure of us to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

- 16.5. Any ambiguities in the interpretation of these Terms will not be construed against the drafting party.
- 16.6. **Errors, Inaccuracies, And Omissions.** Occasionally there may be information in the Services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
- 16.7. We undertake no obligation to update, amend or clarify information in the Services, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Services or on any related website, should be taken to indicate that all information in the Services has been modified or updated.
- 16.8. These Terms shall have the legal force on the date of their publication on the Website.
- 16.9. These Terms may be drawn up in different languages. In case of any inconsistency the English version of the Terms shall prevail.

17. CONTACT INFORMATION

- 17.1. If you have any questions about these Terms, please contact us at store@tangem.com or by mailing us at Baarerstrasse 10, Zug, CH-6300, Switzerland.

Last amended on: March 1st, 2024