

# Terms & Conditions

## Eraswap Wallet

The **Eraswap Foundation** OU is a group of developers and technology professionals who are passionate about the potential of decentralized applications. It does not own or lead the “**Eraswap Wallet**”, but rather supports and develops the free, open-source & decentralized applications. (<http://www.eraswapwallet.com>)

In no way are the owners of, or contributors to, the Website responsible for the actions, decisions, or other behavior that has taken or not taken by a user in reliance upon the Website. Users not authorized and nor should they rely on the Website for any legal advice, business advice, or advice of any kind. Users should act at their own risk in reliance on the contents of the Web interface.

**Eraswap Foundation** OU has no liability for any damages or losses, however, caused, in connection with the use of, or on the reliance of decentralized application, products or related services.

**Eraswap Foundation** OU makes no warranties or representations, express or implied, on products offered through the platforms. **Eraswap Wallet** platform does not collect, hold, or store keys, account information, or passwords. It does not collect data passively, does not monetize the collection of data, and does not use your data for marketing or advertising. Users are solely responsible for maintaining the security of your Private Keys. Users must keep Private Key access information secure. Failure to do so may result in the loss of control of **any Digital Assets** associated with your Account.

## TERMS & CONDITIONS

**Last Updated: 11/09/2019**

Welcome to Eraswap Wallet Website and our Terms of Service (“Terms”). These Terms are important and affect your legal rights, so please read them carefully.

By accessing or using the websites (<http://www.eraswapwallet.com>) and wallets (collectively, the “Sites”) or Services provided by Eraswap Wallet that link to these Terms, you agree to be bound by these Terms and all of the terms incorporated herein by reference. If you do not agree to these Terms, you may not access or use the Sites or Services.

The services provided by Eraswap Wallet (the “Services”) is well mentioned on the website. These Terms govern your access and use of the Sites, and your use of such Services. Note that the Sites and Services are not a guarantee against identity theft or online identity fraud and are not a substitute for online security software.

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise. If you are using the Sites or Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf and that such entity agrees to be responsible to us if you or such entity violates these Terms.

**Eraswap Foundation** OU reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by providing notice through the Sites or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Sites or Services, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Sites or Services. If you do not agree to the revised Terms, you may not access or use the Sites or Services.

## Trademarks

The Eraswap, Eraswap Wallet logo and any other Eraswap product or service names, logos or slogans that may appear on the Sites or Services are trademarks of **Eraswapfoundation OU** and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “Eraswap” or any other name, trademark or Product or service name of Eraswap without our prior written permission. In addition, the look and feel of the Sites and Services, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Eraswap and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Sites or Services are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by ANS.

## Terms & Scope

Before using the Website, the User must read the [Whitepaper](#), the Website policies, and all linked information.

**Whitepaper:** [https://eraswaptoken.io/pdf/eraswap\\_whitepaper.pdf](https://eraswaptoken.io/pdf/eraswap_whitepaper.pdf)

Users have agreed & read and accepted all of the [Whitepaper](#) terms & conditions, Code of conduct, Privacy, and all Website policies. By accepting this as you access our Website, you agree that this will apply whenever the user uses the Website.

## Accuracy of Information

Users represent and warrant that any information users provide via the Services is accurate and complete. Users accept and acknowledge that Eraswap Wallet is not responsible for any errors or omissions that users make in connection with any transaction initiated via the Eraswap Wallet, for instance, if users mistype a wallet address or otherwise provide incorrect information. Eraswap Wallet strongly encourage a user to review their transaction details carefully before completing them via the Services.

## Consents and Authorizations

In order to safeguard your crypto assets from unauthorized access, use, or outlay we tend to use a spread of physical and technical measures designed to safeguard our systems and your crypto assets, that embrace, however don't seem to be restricted to a diversification of crypto assets in numerous allocations whether or not on a segregate record (account, wallet) or not. To be a lot of definite we tend to store crypto assets in hot wallets and cold storages. By remitting your crypto assets to Eraswap Wallet Account you entrust and entitle Eraswap Foundation OU to ultimately take selections on the protection and security of your crypto assets.

## User Rules & Regulations

1. All users using services agree & warrant that they not a national, citizen, permanent resident or resident of a prohibited jurisdiction. All members represent and warrant to the Company that if they are national, citizen, permanent resident or resident of the country or region designated as a prohibited jurisdiction, in line with the guidance from international monitoring bodies such as the Financial Action Task Force (FATF), the person concerned shall not use or will not have access to the Service. Users will not use the Service while staying in the prohibited jurisdiction.

2. The list below states the prohibited jurisdictions: (subject to change as guidelines)
  - a. Yemen
  - b. Sri Lanka
  - c. Ethiopia
  - d. Syria
  - e. Trinidad and Tobago
  - f. Tunisia
  - g. Pakistan
  - h. Serbia
  - i. Bahamas
  - j. Botswana
  - k. Ghana
  - l. Cambodia
  - m. Iran
  - n. North Korea
3. Users have ascertained that they have reached the majority age and possess the capacity to form a binding contract and have the full capacity to accept the Terms mentioned on the site & in this document, use any Services and conduct any transactions on the Website.
4. Users agree that they have provided Platform or company with accurate, true and complete information about them.
5. Users agree to access the website and all activities being conducted thereon are and will be in full compliance with all relevant laws, regulations, regulatory documents, and various policies of the Company. In particular, any and all Digital assets you bring on to the Website are legally obtained by you and are not derived from and will not be used for any criminal, fraudulent, terrorism or money laundering activity. All members will be required to comply with the Know Your Customer (KYC), Anti-Money Laundering (AML) and Combating Financing of Terrorism (CFT) norms with respect to the global standards.
6. Users agree & warrant that all the digital assets (of any and all types) use to trade on the Website were legally obtained and are legally owned by them or they are validly authorized to carry out any transactions using such digital assets.
7. Users agree & warrant that they have and will continue to abide by any relevant laws or regulations in their respective jurisdiction, including but not limited to reporting any trading activities or profits for taxation purposes, if applicable.
8. Users agree & warrant that they have not been suspended or removed from any other exchanges (including digital assets exchange or other financial trading platforms) for any reason.
9. Users agree & warrant that they are aware, sourced and received all necessary independent legal and financial advice prior to using any Services and have made an independent judgment irrespective of any advertisements published by the Company in their decision to enter into any transaction.
10. Users agree that their access to the Website or Services, Users have not used or will not use any device, software or system that alters your IP address from that of your physical location.

## **Transactions**

User can perform following transactions on Eraswap Wallet:

1. User can send or receive crypto assets in Eraswap Wallet.
2. "Withdrawal" - a remittance crypto assets from Eraswap Wallet to any third-party service.
3. Eraswap Wallet does not support and perform margin trading.
4. Crypto assets remitted to ETH/ETC cannot be retrieved hence they are non-refundable.

## **Indemnification**

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless ERASWAP WALLET , and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the " ERASWAP WALLET Parties"), from and against all actual or alleged ERASWAP WALLET Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or immature, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Sites, Content or Services, (b) any Feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of another. You agree to promptly notify ERASWAP WALLET of any third-party Claims and cooperate with the ERASWAP WALLET Parties in defending such Claims. You further agree that the ERASWAP Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and ERASWAP WALLET.

## **Disclaimers**

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