

# Terms of Service for Walme: Web3 Bank & Messenger

Last updated: 17/12/2024

## Intro

Nexis Systems LLC (“**Company**” or “**we**”) welcomes you, our user (“**User**” or “**you**”). These Terms of Service (“**Terms**”) govern your use of the Web3 Bank & Messenger (“**Walme**”), which is available on the website walme.io (“**Website**”), on AppStore and Google Play (“**App**”).

These Terms and any operating rules and policies posted on Walme, including Privacy Notice and Cookie Policy constitute the entire legally binding agreement and understanding between us and our users, governing your access to and use of Walme (“**Agreement**”).

By using Walme you make these Terms valid and mutually binding for the parties, and you declare and warrant that:

- you have read and understand the Terms and hereby agree to be legally bound by and to comply with these Terms in full;
- you have full legal capacity, which means you have reached the legal age and are not restricted otherwise (otherwise, you can use Walme exclusively with the involvement of a parent or guardian);
- you are duly authorized to act on behalf of the legal entity you represent (if applicable);
- according to your local jurisdiction, you are eligible to enter into this agreement and have no restriction to access or use Walme;
- you comply with these Terms and all applicable laws and regulations.

Our Privacy Notice describes our collection and use of personal data connected with your access to and use of Walme.

Our Cookie Policy explains why, how, and when we use cookies on Walme Website.

Please [contact us](#) if you have any questions or comments about the Agreement.

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## About us

<b>Name</b>	Nexis Systems LLC
<b>Registration number</b>	445757565
<b>Address</b>	Mikheil Lermontov str. N 109, app. N13, Georgia, Batumi, 6004
<b>Email</b>	<a href="mailto:info@walme.io">info@walme.io</a> – for general and privacy inquiries
<b>Email</b>	<a href="mailto:support@walme.io">support@walme.io</a> – support

Our support team is happy to assist you. You can contact us via the email address indicated above.

You can also reach us via direct messages on Walme’s social media. However, it is not our primary communication channel, so we may not always be able to respond to such messages.

We respond to users as soon as possible. Please note that we may not respond to offensive emails or messages. We kindly ask you to be polite during your communication with us.

## Services

Walme offers Web3 application as a secure platform for managing your crypto assets and facilitating seamless communication within the blockchain ecosystem. It provides users with the ability to issue a personalized bank card linked to their crypto holdings, enabling payments both online and at offline terminals using cryptocurrency. Walme allows for easy withdrawal of fiat currency, providing a fully

integrated financial solution within the decentralized space. Users can navigate their digital assets with confidence while enjoying the flexibility of traditional payment methods.

## Account

### Account registration

You have to create a personalized account (“**Account**”) to use Walme.

To create the Account in Walme, you have to indicate the following:

- your name;
- email address;
- photo;
- password.

You can log in to your Account via Email, Google account, X, Matrix ID, AppleID, etc.

Please provide accurate and complete information during registration and keep your account information up-to-date. The correctness and relevance of your information affect the quality of the services we provide.

Users are solely responsible for:

- maintaining the confidentiality and security of the login credentials;
- all actions taken through their Accounts.

Users are allowed to create and use only one Account.

### Verification

As part of the registration process, at the request of the Company or our authorized service providers, you must provide with the requested information and documents and verify your identity, including, for the anti-money laundering and know your client measures, detecting terrorist financing, fraud, or any other violations, and permit the requestor to keep a record of such information.

You will need to complete certain verification procedures before you are permitted to start using Walme. The failure to comply with the verification requirements (including, untimely or incomplete provision of requested information or documents) leads to the unavailability to use Walme.

You acknowledge that the Company or our authorized service providers are entitled to request some information from you to update the records, comply with the applicable laws and regulations, or follow our own policies. The failure to comply with the requirements on the provision of the requested information or documents (including, untimely or incomplete provision of requested information or documents) leads to the unavailability to use Walme, in particular, termination of the Account etc.

## Problems with account

You must not transfer or assign your Account to someone else.

Please immediately [contact us](#) if:

- you have lost access to your Account,
- you know or have any reason to suspect that someone has gained access to your Account without your authorization,
- your credentials have been lost, stolen, misappropriated, or otherwise compromised.

If you have lost a password to your Account, you may reset it with the corresponding functionality of Walme.

## Account deletion

You may delete your Account by [sending us](#) a request.

Please note that as a result, you will lose your active content creation campaigns and all account data, and restoration will not be possible.

## Payments & Refund

You acquire a free-of-charge license to use Walme with a limited set of features as may be provided or canceled by the Company.

### Payments

We may charge the fees when you transact or receive the services using Walme. All fees rates will be indicated in Walme functionality. These fees may depend on which action you perform and may be charged by us or by third-party providers. You will be notified of these fees at or before the time you authorize the transaction.

By using Walme you agree to pay all fees applicable.

All payments under these Terms are charged via the third-party payment services provider, using which you are subject to other terms and policies. We are not responsible for processing your personal data by such a provider.

We reserve the right to change the fees we charge and the list of services available at any time. We will notify you of any such changes.

### Refund

All the payments of the fees provided for by these Terms are not refundable. You are solely responsible for the balance of your wallets connected to your Account.

If a service on Walme is provided through a third-party service, the issue of refunds is governed by the terms of use of such services. Please contact the relevant services directly if you have a refund request.

## Rules for users

### Prohibited activities

You are prohibited from using the services we offer and sharing User Content to conduct the following prohibited activities and facilitate prohibited purposes which include but are not limited to:

- sharing of one Account with multiple Users;
- creating or using multiple accounts under same or different identities (multi-accounting);
- violation of local server or room rules;
- using any robot, spider, another automatic device, or manual process to monitor, copy, or “scrape” the Content or for any other unauthorized purpose without our prior written consent;
- avoiding, bypassing, removing, deactivating, impairing, descrambling or otherwise circumventing any technological measure implemented by the Company to protect it;
- using Walme for illegal purposes;
- changing or delete any Company’s ownership notices from materials downloaded or printed from Walme;
- using the Content or any of its elements in any way not provided for in these Terms without the prior written permission of the Company or owners of the Content;
- initiation, facilitation, promotion, development, or participation in any other manner in any actions that are offensive by their nature, such as a promotion in any way racial or ethnic offenses, bigotry, hatred, physical harm of any kind against any group or individual, animal cruelty;
- support, promotion, sharing of the information that is false, misleading, or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, libelous, or physical violence or encourages conduct that would be considered a criminal offense or bring forth civil liability;
- promotion of the violent, repulsive, or hateful content, or content that contain, share, or promote misinformation, aggression, terrorism, spam, or misleading;
- promotion of the content that causes or can cause a destructive social impact, crimes, felonies, or misdemeanors, or interference in the work of any public authorities, commercial, non-profit or any other entities, social, political, or legal processes (including any political manipulations);
- promotion of the content that leads or can lead to the violation of any applicable laws, regulations, or third party’s rights;
- initiation, facilitation, promotion, development, or participation in any other manner in bullying, harassment, or threatening another individual;
- displaying or promotion of the pornographic or sexually explicit material of any kind, including underage;

- promotion of sex-related entertainment, escort services, or other services that may be interpreted as providing sexual acts in exchange for compensation;
- promotion of unauthorized advertising, solicitations, contests, sweepstakes, barter, and pyramid schemes;
- demonstration of nude bodies, offensive gestures, and motions.

The Company may, but is not obliged to control User Content, is not responsible for it, and makes no representations or warranties to any User Content.

Walme is a decentralized platform. Users can create servers or rooms for chatting and set their own specific rules of conduct. Such specific rules must not conflict with these Terms. However, Walme is not obligated to monitor such servers or rooms or monitor compliance with the rules of conduct of users locally.

Please [contact us](#) if you find any User Content violating these Terms or your rights.

## Impact measures

If you notice any prohibited activities on Walme, please [contact us](#).

We have the right to take the following impact measures in case of violation of these Terms:

- Warning: informing about violations without limiting functionality.
- Restrictions: temporary blocking of certain functions or removal from the room.
- Account blocking:
  - temporary or permanent removal of the Account for serious violations;
  - access restriction depending on server settings;
  - blocking servers for serious violations.

If you object to the applied impact measures, [contact us](#). We will consider your objection and revise our decision.

At our sole discretion, we reserve the right to take action without compensation to users in the event of reasonable and sufficient grounds to believe that a violation has occurred.

## Content and intellectual property

### Walme content

Walme is owned and controlled by the Company. Unless otherwise agreed in writing, all materials on Walme, including text, graphics, software, information, images, designs, domains, trademarks, logos, photographs, video, sounds, music, and any other materials, and the intellectual property rights in such materials (“**Content**”) belong to the Company or is included on Walme with the consent of the owner.

Subject to your compliance with this Agreement, Company grants you a limited, non-exclusive, non-transferable, revocable worldwide license to access and use Walme and the Content in the manner provided for in these Terms, including for commercial purposes.

You must not:

- use any robot, spider, another automatic device, or manual process to monitor, copy, or “scrape” the Content or for any other unauthorized purpose without our prior written consent;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by the Company to protect it;
- use Walme for illegal purposes;
- change or delete any Company’s ownership notices from materials downloaded or printed from Walme;
- use the Content or any of its elements in any way not provided for in these Terms without the prior written permission of the Company or owners of the Content.

Any attempt to do so is considered a violation of these Terms and the rights of the Company. If you violate any of these restrictions, your use of Walme may be reviewed and terminated, and you may be subject to legal actions and damages.

You do not have any intellectual property rights for the Content of the websites created through Walme. You retain your intellectual property rights only for the User Content published on such websites.

## **User Content**

You can upload materials, including images, videos, texts, designs, graphics, icons, or other materials and information (“**User Content**”) through Walme. If you contribute User Content through Walme, such User Content may be accessible to other Internet users and available for copying, sharing, distributing, and publishing outside Walme.

Users are exclusively responsible for all User Content and the consequences of submitting it through Walme. We do not verify the User Content’s accuracy, quality, content or legality. We may, but are not obliged to review, analyze, filter, edit or remove any User Content. We are not responsible for preventing or identifying infringement of intellectual property rights or non-compliance with applicable laws. The Company will not be liable, directly or indirectly, in any way for any damage or loss caused or alleged to be caused by or in connection with the User Content.

Users are solely responsible for obtaining all necessary consents, licenses and waivers required to submit the User Content through Walme. These may include consents, licenses and waivers from copyright, trademark and other intellectual property owners, and any other individuals involved in creating the User Content.

We own your User Content and information that you submit through Walme.

By submitting the User Content through Walme, you grant the Company a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive, sublicensable and transferable license to use,

run, host, reproduce, process, translate, adapt, modify, publish, transmit, distribute and display the User Content.

This license gives permission to:

- secure, encode, reproduce, host, cache, route, reformat, analyze and create algorithms and reports based on access to and use of the User Content;
- use, enhance, personalize, deliver, exhibit, publish, broadcast, publicly display, publicly perform, distribute, create derivative works, promote, copy, store, and reproduce (in any form) the User Content on or through Walme.

You can end this license anytime by deleting your User Content or Account. However, the license and permissions regarding your User Content will continue to be in force for the users who have previously shared/reposted or downloaded your User Content.

When you upload or make available any User Content, you thereby represent and warrant that:

- creation, distribution, public display, and accessing, downloading, or copying of such User Content do not and will not infringe the intellectual property rights of any third party;
- you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize other users of Walme and us to use your User Content in any manner contemplated by the Company and these Terms;
- you are solely responsible for all the confidential information and personal data that may appear in your User Content (such as a company name, address, pictures of any people, their contacts, etc.);
- your User Content is not false, inaccurate, or misleading, does not harm minors;
- your User Content does not impersonate any person or entity, including, without limitation, any Company's representative, or falsely states or otherwise misrepresents your affiliation with a person or entity;
- no payments of any kind shall be due by the Company to any person (entity) for the use of the User Content.

You are solely responsible for any User Content you upload to Walme. The User Content published through Walme can be subject to our prior moderation. However, we do not give any promises or guarantees to the User Content.

We are not an agent for any of your User Content uploaded to the Account, disclosed or distributed using the Account, or used in any other manner via Walme.

WE DO NOT REVIEW, SCREEN, EDIT, OR MONITOR SOFTWARE OR THE OTHER CONTENT THAT ARE MADE AVAILABLE BY THE USERS.

WE ARE NOT INVOLVED IN ANY TRANSACTION BETWEEN USERS THEMSELVES AND BETWEEN THE USERS AND ANY THIRD PARTIES THAT MAY BE ACCESSED OR REDIRECTED TO BY OR VIA WALME.

WE HAVE NO CONTROL OVER THE ASSETS PURCHASABLE AND/OR ABLE TO RECEIVE VIA WALME OR THEIR QUALITY, TRUTH, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS.



## **Third-party websites and services**

Walme contains or may depend on links to other websites and services (custodial wallet and card, swap operations, On-Ramp, etc.).

The access and use of the other websites and services we do not control are governed by third parties and do not fall under these Terms.

We are not responsible for the content, functions, and services offered through third-party websites or services and for any loss, damage, or other liabilities incurred as a result of your use of such websites, services, and their content or functions. We do not control the features available or accessed through them.

You acknowledge that other terms of use (or equivalents) and privacy notices (or equivalents) apply to your use of third-party websites, services, and their content or functions.

## **Warranties and disclaimers**

Walme is provided to you “as is”.

The Company explicitly disclaims all warranties, express or implied, regarding Walme, Content and Services you may obtain or access through Walme, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement of intellectual property rights.

We do our best to keep your data safe and secure and maintain Walme’s functionality. However, Walme may be subject to unavailability for various factors beyond our control, including emergencies, third-party service failures, hacker attacks, transmission, equipment or network problems or limitations, interference, signal strength, and may be interrupted, refused, limited, or curtailed.

WE ARE NOT RESPONSIBLE FOR DATA LOSS OR THE INABILITY TO USE PASSWORDS OR OTHER INFORMATION FOR LOGIN OR IDENTIFICATION.

WE DO NOT GUARANTEE THAT WALMEE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT WALME IS FREE OF ANYTHING ELSE HARMFUL.

WE ARE NOT YOUR ADVISOR OR CONSULTING FIRM AND DO NOT PROVIDE INVESTMENT, TAX, CONSULTING OR FINANCIAL ADVICE OR ANY RELATED SERVICES.

WE ARE SOLELY CONTRACTUAL SERVICE PROVIDER AS A TECHNOLOGY CONDUIT BY WHICH YOU CAN MANAGE YOUR CRYPTO ASSETS AND FACILITATE SEAMLESS COMMUNICATION WITHIN THE BLOCKCHAIN.

WE DO NOT OWN, CONTROL, OVERSEE, OR HAVE RESPONSIBILITY FOR THE OPPORTUNITIES YOU ACCESS. ACCORDINGLY, WE ARE NOT RESPONSIBLE FOR YOUR OUTCOMES OR ANY LOSS YOU INCUR. YOU DECIDE WHICH SERVICES ARE APPROPRIATE FOR YOU. YOU BEAR THE BENEFITS AND RISKS OF YOUR DECISIONS AND THOSE SERVICES.

CRYPTOCURRENCIES AND RELATED ACTIVITIES ARE HIGHLY VOLATILE AND CONSTITUTE HIGH-RISK ACTIVITIES. THE COMPARATIVELY GREATER RETURNS DERIVED FROM SUCH ACTIVITIES COMPARED TO TRADITIONAL BANK DEPOSITS REFLECT THE GREATER RISKS YOU ACCEPT, INCLUDING COUNTERPARTY CREDIT RISK, SYSTEMIC AND OPERATIONAL RISKS, FRAUD RISK, HACKING, RUG PULLS, SMART CONTRACT BASED RISKS AND CRYPTOCURRENCY AND PROJECT RISKS. YOU SHOULD NOT UNDERTAKE UNLESS YOU ARE ABLE TO WITHSTAND THE LOSS OF ALL OF YOUR DEPLOYED FUNDS AND ASSETS.

WE DO NOT VOUCH FOR, RECOMMEND, OR PROVIDE ANY ADVICE AS TO THE SECURITY, RISKS, OR RETURNS OF ANY OPPORTUNITY AVAILABLE VIA THE APP, OR THE RISKS RELATED TO SUCH OPPORTUNITIES.

WE DO NOT SANCTION, RECOMMEND OR APPROVE OF ANY OPPORTUNITY MERELY BECAUSE WE LINK TO IT VIA WALME. SUCH LINKAGES ARE DETERMINED BASED ON OPERATIONAL AND TECHNICAL ISSUES AND DO NOT CONNOTE OUR ASSESSMENT OR APPROVAL OF SUCH THIRD-PARTY OPPORTUNITIES. YOU SHOULD SEEK INDEPENDENT LEGAL, INVESTMENT, TECHNOLOGICAL AND TAX ADVICE REGARDING ALL OF YOUR DECISIONS.

THE COMPANY DOES NOT PROMOTE OR ENDORSE ANY BUSINESS, ROOMS, SERVERS, COMMUNITIES.

At Walme, we strive for excellence in customer experience. Should you encounter any errors or issues during your use, please don't hesitate to [contact us](#), we will make sure to carefully review your request and improve your experience as much as we can.

## Liability

We shall not be held responsible if any information, materials, or Content available through Walme is inaccurate or incomplete and for typographical errors, omissions in the text, or other materials.

In no event shall we or our contractors, subcontractors, employees, or any other team members, officers, members, affiliates, directors, agents, licensors, subsidiaries, suppliers, or any other party involved in creating, producing, transmitting, or distributing our products ("**Key Persons**") and services be liable for:

- any direct, indirect, incidental, special, consequential, exemplary, or incidental damages, including lost profits, loss of data, or damage to property (even if we have been advised of the possibility of such damages), related to:
  - the use or inability to use Walme; and
  - unauthorized access to or alteration of your transmissions or data; and
  - statements or conduct of any third party on Walme; and
  - any other matter relating to Walme.
- any damage caused by the use of information obtained through Walme, caused by a defect in Walmes provided under these Terms; and
- any damage caused by any errors, defects, and interruptions on Walme.

We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control.

If any part of the provision of this subsection is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then we shall be liable to you only for the real direct documented damages sustained you due to use of Walme and due to our fault while our aggregate liability for all claims under such circumstances for liabilities shall not exceed the amount of USD 1,000.00 (one thousand U.S. dollars).

## Indemnification

You agree to defend, indemnify and hold harmless us and Key Persons from and against all claims, responsibility, damages, losses, and expenses, including reasonable legal and accounting expenses, arising from:

- any breach by you of any of these Terms;
- your use/misuse of Walme;
- a violation by you of applicable law, our or third party's intellectual property or other rights, or any agreement or terms with a third party to which you are subject.

We reserve the right to handle our legal defense. However, we see fit, including instances when you indemnify us. Therefore, you agree to cooperate with us to execute our strategy.

## Force majeure

The Party is released from liability for breach of these Terms if such breach is caused by reasons beyond the control of this Party ("**Force Majeure**").

The Force Majeure shall be confirmed by the relevant document (certificate) issued by the authorized body at the Party's request.

The Party must immediately (and not later than within ten (10) calendar days from such circumstances occurrence) notify the other Party of the Force Majeure and substantiate its interference with the performance of obligations under these Terms. Otherwise, such a Party loses the right to refer to the Force Majeure.

Force Majeure automatically extends the term of performance of obligations under these Terms for a period equal to its duration. Force Majeure releases the Party invoking it from the liability for non-performance.

If the Force Majeure lasts for more than 30 calendar days, either Party may initiate the termination of these Terms.

## Applicable law and jurisdiction

These Terms shall be exclusively governed by and construed under the laws of Georgia.

You agree that any dispute, conflict, claim, or controversy directly or indirectly arising out of in connection with or relating to these Terms, including, without limitation, those relating to its validity, its construction or its enforceability, shall be settled through amicable negotiations directly with us following the principles of good faith and cooperation.

If attempts to reach a consensus through the negotiations fail, the dispute shall be settled in national courts of Georgia according to the applicable law.

Any cause of action or claim you may have must be commenced within one year after the claim or cause of action arises.

## Termination

### Termination by company

We reserve the right at our sole discretion with prior notice to modify, suspend or discontinue Walme, Content, features, your Account, or offers through Walme at any time. You agree that we shall not be liable to you or any third party should any of the preceding occur.

We reserve the right to take whatever lawful actions we may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your license and access to Walme.

We may cooperate with legal authorities and third parties to investigate any suspected or alleged crime or civil wrong.

We may immediately block your Account without refund for a number of reasons, including where:

- you use Walme in a way that these Terms don't allow;
- you refuse to provide us with the necessary information or the information you've provided is false or misleading;
- you've violated these Terms seriously or persistently and you haven't put the matter right within a reasonable time of us asking you to;
- we are required to by law.

### Termination by user

You may terminate these Terms by deleting your Account through its settings and no longer accessing and using Walme or by [contacting us](#).

If you terminate these Terms, all permissions and licenses under these Terms will immediately terminate.

## Electronic notifications

By using Walme and providing us with your contact details, you understand and agree that we may send you electronic notifications via email and push notifications regarding, without limitation:

- service notifications;
- support communication;
- marketing and promotional materials;
- updates of Walme and these Terms.

Some email messages may be more “commercial” in nature than others, as they may advertise our services or offers in which we believe you may be interested. You may unsubscribe from receiving these emails from us by following the instructions provided in such communications.

## Other terms

We may transfer our rights and obligations under these Terms to a third party, but this will not affect your rights or our obligations.

At our sole discretion, we reserve the right to modify these Terms. If material changes affect your use of Walme, we will post the amended Terms seven (7) days prior to the effective date of changes. We may notify you before the changes' effective date by sending an email to you if you have previously provided us with your email address. If you continue to use Walme, you agree to the updated version of these Terms.

If you disagree with the updated version of these Terms, please delete your Account and no longer use or access Walme.

If any provision of these Terms is deemed unlawful, void, or unenforceable, the remaining provisions of these Terms will continue to be fully valid and enforceable.

A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or relating to the use of Walme to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.