# **Terms of Service**

Last Updated: April 07, 2020

We recommend that you read the following Terms of Service (hereinafter: "Terms") before creating an account and/or using Lead Cyber Services Ltd (Hereinafter: "Lead" and/or "Lead Wallet"). By accessing the website, creating an account, and using our services, you confirm your acceptance of these terms of service. If you do not agree with these terms, do not access this website and do not use our services.

SPECIAL NOTICE: BASIC SERVICES ARE INTENDED AND MUST BE USED ONLY BY CUSTOMERS / USERS, NATURAL OR LEGAL PERSONS, WHO ARE RESIDENTS, ARE INCORPORATED OR HAVE ITS REAL SEAT IN THE COUNTRY WHERE OWNING, SPENDING, AND TRADING VIRTUAL ASSETS IS LEGAL AND NOT PROHIBITED OR RESTRICTED. ONLY SUCH USERS ARE ALLOWED TO MAKE A LEAD WALLET ACCOUNT AND SPEND, BUY, SELL, HOLD, WITHDRAW, TRANSFER, OR OTHERWISE TRADE AT LEAD WALLET AT ANY TIME.

# INTRODUCTION AND ACCEPTANCE OF THE TERMS

This legal document lists the terms of use of customers, including but not limited to the use of our website https://www.leadwallet.io, mobile applications, registration of customer accounts, and exchange services. We provide these services as described in these Terms (hereinafter: Services) provided by Lead and specified in the "Description of Services" section below.

This legal document is an effective and legally binding agreement between you and Lead. In addition to these Terms of Service, please read our Privacy Policy. The Terms of Services and Privacy Policy are the necessary and mandatory documents that each user must read, accept, and respect. These documents together determine the conditions that each user must fulfill when using the main service. This means that the use of the service depends on whether all legal documents are accepted. Depending on your country of residence, statutory seat, or place of incorporation, you may be restricted or prohibited to use some or all the functions of this website. You are responsible for complying with these rules and laws in your country of residence and/or country from which you access this website and Services that Lead offers. By opening an account, you expressly agree to these Terms of Service and Privacy Policy, and you represent and guarantee that you are at least 18 years old and have the full legal capacity and appropriate business capacity to accept these Terms, Privacy Policy and enter into a transaction that involves buying, selling, withdrawing, depositing digital currencies, specified in Section "Description of services". These Terms apply solely for the Services specified in these Terms and do not govern any other legal relations between user and Lead.

#### **DEFINITIONS**

The term "we", "exchange", "virtual trading platform", "us", "wallet", "multisend", "swap", "multisig", "our" refers to Lead Cyber Services Ltd.

Depending upon the context, "Lead" may also refer to the services, products, website, content, or other materials provided by Lead Cyber Services Ltd.

The term "you", "user", "client", "website visitor" refers to users of our services or website visitors.

The term Buyer refers to anyone buying virtual currency through the Lead Wallet app. Seller refers to anyone who sells his cryptocurrency via the Lead. Users of the Lead platform are normally buyers, sellers, senders, receivers, spenders, etc.

The term "Decentralized Application, DApp(s)" refers herein to the application that can be installed and launched by many Users on a decentralized network with trustless protocols.

Lead Cyber Services Ltd is a Private Limited Company, having its statutory seat at the following address: 2 Morgan Street, Off Idele Street, Isihor. Benin City, Edo State, Nigeria. Lead owns the domain https://www.leadwallet.io and is a decentralized Wallet platform for holding, receiving, sending, spending, buying, selling, paying, and securely storing virtual assets.

# **USE OF SERVICES**

Our Services can be provided to you with the help of the following software (hereinafter "the Software"):

Software integrated into the browser available on leadwallet.io;

"Lead Wallet" mobile application for digital coins, digital tokens, and all other types of digital exchange media available on Android and IOS;

The software, website, service, information, and content contained therein are protected by copyright worldwide. Our software is based on personal, non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable global licenses that are granted to you free of charge for accessing and transferring crypto assets.

The software and services are evolving. You may be required to accept or install software or service updates, or update third-party software (such as browsers or operating systems) to

continue using the software or services or to access the latest features, including security updates.

#### **ELIGIBILITY**

By accessing the website or downloading the software, you confirm that:

- You have come of age to accept the Terms under your local law. The laws of your state of residence do not prohibit the provision of our services to residents of your state.
- You have the knowledge required to participate in blockchain-based transactions.
- You have the right to enter into the Terms in person or on behalf of the legal entity for which you use the services.
- You have read, understood, and accepted to be bound by the Terms. If you do not accept the Terms, you may not access or use the Services.

# **WALLET SERVICES**

As mentioned above, we offer browser software and application software that collects transaction information on your crypto assets from the ledger of various blockchain networks, helps you create, generate, and store crypto assets addresses, transaction requests, and private keys that are encrypted using the account created on the wallet; and broadcast transaction requests without the need of downloading or installing the appropriate Crypto Assets network software on the local device. Please note that Lead Wallet is not responsible for errors in the appropriate blockchain network code used to transmit the transaction request message.

With our services, you can generate and save the private master key that only corresponds to the wallet and must be used in conjunction with the wallet to authorize you to access the wallet. We do not store any data in our server, and all encrypted backup of certain information about the wallet is stored on the user side. You are solely responsible for the security of your private primary key and any backup mnemonic security associated with your wallet. The site is not responsible for the loss of private keys and/or mnemonic backups.

The site does not receive or store neither your private master key nor unencrypted keys and addresses, and we cannot help you restore your private master key. This means that you are solely responsible for storing your wallet identification information.

#### **TRANSACTIONS**

We do not have access to your transactions but we provide functions that you can use to create and send transaction requests and receive information about your transactions with

crypto assets. We do not guarantee that your transaction will be recorded in the general ledger of individual crypto assets, as we simply send your request in a form that can be read by the respective blockchain network. This means that you must ensure that your transactions comply with the applicable rules of the respective blockchain network. You acknowledge and agree that the details of the transaction that you submit through the Services may not be completed or maybe delayed significantly by the respective blockchain network, without limitation.

We may charge a fee for transactions charged through our services, in addition to the transaction fees required by the respective blockchain network.

#### **DISCLAIMERS AND RISK DISCLOSURES**

**No Control Over Blockchains and Crypto Assets:** The website is not the owner and does not have control over the crypto assets used on the website. You acknowledge and accept the risks associated with using crypto asset networks which includes (but isn't limited to) the risk of unknown vulnerabilities or unanticipated changes to the network protocol. You acknowledge that the Website is not responsible for any harm that may occur as a result of such risks.

**No Control Over Third Party Actions:** The site might connect you with third-party services. In cases like this, you remain solely responsible for your interactions with said third-parties. Also, we are not responsible for activities not authorized by third-parties, including, without limitation, the use of viruses, phishing, brute-forcing, or other means of attack against the site or services.

**No Control Over Your Actions:** We will not be liable to you for any use of our services, including, but not limited to, loss, damage, or claims resulting from your mistakes, illegal actions, and/or actions, such as forgotten mnemonic keys, providing incorrect information for transactions, loss of your private key and everything else. In other words, you must be responsible for your crypto assets, carefully protect your private key and your mnemonic keys, and always keep them private.

**Accuracy of Information:** You represent and warrant that all information provided through the services is complete and accurate. You acknowledge and accept that the website is not responsible for any errors or omissions with crypto-assets initiated through the services, for example, if you enter the address of the crypto wallet incorrectly or otherwise provide incorrect information.

**Risks Associated with the Blockchain Protocol:** The website and associated services are based on the Blockchain protocol. Consequently, any malfunction, involuntary function,

unexpected operation, or attack on the blockchain protocol can lead to the malfunction or unexpected or involuntary operation of the website.

Risk of Unfavorable Regulatory Action in One or More Jurisdictions: Blockchain technologies have been explored by various regulators around the world. The actions of one or more consultations or regulatory bodies may affect the operation of the website and services, including licenses or restrictions on the use, sale, or possession of crypto assets.

**Relationships:** In the terms, nothing shall be deemed to create a partnership, joint venture, agency, franchise, or sales representative relationship between you and us.

**Unanticipated Risks:** Crypto assets are still new and untested. In addition to the risks discussed, some risks cannot be anticipated by us. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new ones.

There can be no guarantee that there will be no errors, mistakes, or failures. Such errors, mistakes, or failures may, without limitation, be the result of human processes, imperfections, or programs. HENCE, NEITHER THE WEBSITE NOR WHERE APPLICABLE, ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS OR ADVISORS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER CONCERNING THE INFORMATION AND SERVICES AND, IN PARTICULAR, AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION AND SERVICES PROVIDED. Furthermore, the website is not responsible for any loss of money, assets, securities, and other types of property incurred from the use of the services.

# **PRIVACY POLICY**

You understand and agree that any personal information you provide will be governed by our Privacy Policy. The Privacy Policy is available through the Website and is an integral part of the Terms of Service.

#### **NO WARRANTY**

Except for the representations contained in the Terms, we do not guarantee, including, but not limited to, that our services are fit for your purpose, even if you have already given notice of your intended purpose.

#### **INDEMNITY**

You will indemnify and hold the website, its owners, authors, and employees free of and against all claims, demands, actions, expenses, costs, and damages arising out of or relating to (a) your breach of Terms; and (b) third-party claims arising out of or relating to your actions, omissions or transactions.

# **SEVERABILITY**

If any provision of the Terms is found to be illegal, void, or unenforceable for any reason, that provision will be deemed to be separate from the Terms and will not affect the validity and enforceability of the other provisions.

# **ENTIRE AGREEMENT**

The Terms are the entire agreement between you and us. The Terms prevail over all previous communications, contracts, or agreements between you and us regarding the matter dealt with in the Terms, whether orally or in writing.

# **CHANGES TO THIS TERMS OF SERVICE**

We may change these Terms of Service. If we make any changes, we will change the "Last Updated" date above.