

MEXAS WALLET – TERMS OF SERVICE

Last updated: 21 May 2025

Please read these Terms of Service (the “**Terms**”) carefully. Mexas Wallet (the “**App**”) is developed, owned, and operated by **Sixtant Incorporated** (“**Sixtant**”, “**we**”, “**us**”, or “**our**”), a business company incorporated under the BVI Business Companies Act 2004 in the British Virgin Islands. These Terms form a legally-binding agreement between Sixtant and any person or entity that downloads, installs, accesses, or uses the App and any related services (collectively, the “**Services**”). The App, the Services, and all information, software, and content made available through them are together called the “**Mexas Wallet Properties**.”

By clicking “Accept,” downloading, installing, or otherwise using any portion of the Mexas Wallet Properties, **you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, do not download, install, or use the App.**

1. Changes to These Terms

We may modify these Terms at any time in our sole discretion. When we do, we will post the updated Terms within the App and revise the “Last updated” date above. We may also provide notice through other means (for example, a push notification or email). **Your continued use after the updated Terms take effect constitutes acceptance; if you disagree, you must uninstall the App and cease all use.**

2. Eligibility & Sanctions Compliance

You represent and warrant that:

1. **Age & Capacity.** You are at least 18 years old and have legal capacity to enter into these Terms.
2. **Sanctions & Restricted Jurisdictions.** You are not (a) located, incorporated, or otherwise established in, or a citizen or resident of, any jurisdiction that is subject to comprehensive U.N., U.S., U.K., or EU sanctions or embargoes (a “**Restricted Jurisdiction**”); (b) listed on, or owned or controlled by a person listed on, any sanctions-related list maintained by the U.N. Security Council, OFAC, the EU, or the U.K.; or (c) otherwise prohibited from using the Services under applicable export-control or sanctions laws.
3. **Legal Compliance.** You will comply with all applicable laws—including anti-money-laundering (AML), counter-terrorist-financing (CTF), and export-control laws—when using the Services.

3. Use of the Services & Mexas Wallet Properties

The App is a **non-custodial** software wallet that enables you to generate and manage cryptographic keys, store supported digital assets, and interact with public blockchains and decentralized applications (**dApps**). **You alone control and are responsible for safeguarding your private keys and recovery phrases; Sixtant cannot recover them for you.** Subject to these Terms, we grant you a personal, non-exclusive, non-transferable, revocable, limited license to install and use one copy of the App on a device you own or control, solely for your personal or internal-business purposes.

4. User Responsibilities

1. **Taxes and Network Fees.** You are solely responsible for determining, reporting, and paying any taxes that apply to your digital-asset transactions, as well as for all blockchain network fees ("gas") incurred through your use of the App.
2. **Risk Statement.**
 - *Irreversibility & Finality.* Blockchain transactions are generally irreversible once confirmed.
 - *Volatility.* Digital-asset prices can be extremely volatile and may lose value rapidly.
 - *Technological Risks.* Smart contracts, consensus algorithms, or underlying networks may fail, fork, or be exploited, resulting in partial or total loss of assets.
 - *Regulatory Risk.* Laws and regulations governing digital assets may change and could adversely affect your use or value of digital assets.You accept **all** such risks and agree that Sixtant is **not** responsible for any losses.

5. User Conduct

You agree not to, and will not permit any third party to:

1. Use the Mexas Wallet Properties for any unlawful purpose.
2. Violate or circumvent any sanctions, export-control, or AML/CTF regulations.
3. Introduce malicious code, interfere with, or disrupt the Mexas Wallet Properties or associated networks.
4. Gain or attempt to gain unauthorized access to any part of the Mexas Wallet Properties or other users' data.
5. Use automated means (scrapers, crawlers, bots) without our prior written consent.
6. Copy, modify, distribute, sell, lease, or sublicense the Mexas Wallet Properties, except as expressly permitted.

6. Third-Party Materials & Links

The Mexas Wallet Properties may contain or enable access to third-party content, dApps, or websites (“**Third-Party Materials**”). Sixtant does not control, endorse, or assume any responsibility for Third-Party Materials. **Your use is entirely at your own risk and subject to the third party’s terms and privacy policies.**

7. Updates & Open-Source Components

The App may automatically download and install updates or upgrades. Some components of the App are offered under separate open-source licenses; those licenses govern your use of the relevant component and supersede these Terms to the extent of any conflict.

8. Feedback License

If you submit questions, comments, suggestions, ideas, or other feedback regarding the Mexas Wallet Properties (“**Feedback**”), you grant Sixtant a perpetual, irrevocable, worldwide, royalty-free licence to use and exploit the Feedback for any purpose without attribution or compensation to you.

9. Suspension & Termination

We may, at our sole discretion and without liability, suspend or terminate your access to any part of the Mexas Wallet Properties immediately (with or without notice) if we believe you have violated these Terms, any applicable law, or for other legitimate business reasons (such as security threats).

10. Indemnification

You agree to indemnify, defend, and hold harmless Sixtant and its directors, officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to (a) your breach of these Terms; (b) your misuse of the Mexas Wallet Properties; (c) your violation of any law or regulation; or (d) your violation of any third-party right.

11. Analytics & Privacy

We collect limited analytical data—such as device type, operating-system version, coarse location, crash reports, and usage metrics—to improve the App. Collection and processing are conducted in accordance with our **[Privacy Policy]**, which forms part of these Terms. We do **not** collect private keys or transaction-signing data.

12. Disclaimer of Warranties

12.1 “As Is.” The Mexas Wallet Properties are provided **“as is”** and **“as available,”** without warranties of any kind, express or implied. To the fullest extent permitted by law, Sixtant disclaims all implied warranties, including merchantability, fitness for a particular purpose, title, and non-infringement.

12.2 No Advice. Nothing in the Mexas Wallet Properties constitutes legal, financial, investment, or tax advice; you should consult qualified professionals.

13. Limitation of Liability

To the maximum extent permitted by law, **Sixtant will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including lost profits or data), even if advised of the possibility.** Sixtant’s aggregate liability shall not exceed the greater of (a) US \$100 or (b) the amount you paid Sixtant (if any) for the App.

14. Force Majeure

Neither party will be liable for any delay or failure to perform obligations (except payment obligations) due to events beyond its reasonable control, including acts of God, natural disasters, telecommunications failures, power outages, labor disputes, governmental actions, war, or civil unrest.

15. Export-Control & Embargo Compliance

You may not use, export, re-export, or transfer the App except as authorized by BVI, U.S., EU, and other applicable export-control laws and regulations. In particular, but without limitation, the App may not be exported or re-exported to any person or entity in a Restricted Jurisdiction or on a sanctions list.

16. Third-Party Beneficiaries (App Stores)

If you obtained the App from the Apple App Store, you acknowledge that Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you. Google and its affiliates may similarly enforce these Terms for Apps obtained through Google Play.

17. Governing Law & Dispute Resolution

17.1 Governing Law. These Terms are governed by the laws of the British Virgin Islands, without regard to conflicts-of-law rules.

17.2 Binding Arbitration.

Any dispute, claim, or controversy arising out of or relating to these Terms or the Mexas Wallet Properties shall be resolved by confidential, binding arbitration under the BVI IAC Arbitration Rules, by a single arbitrator seated in Tortola, BVI. The language of arbitration shall be English. Judgment on the award may be entered in any court of competent jurisdiction. **By agreeing to arbitration, you waive your right to litigate claims in court or to participate in a class action.** Sixtant may seek injunctive or other equitable relief in court to protect its intellectual-property rights.

18. General Provisions

18.1 Electronic Communications. You consent to receive communications from us electronically and agree that such communications satisfy any legal requirement that they be in writing.

18.2 Assignment. You may not assign or transfer these Terms or your rights or obligations herein without Sixtant's prior written consent; any attempted assignment is void. Sixtant may freely assign these Terms.

18.3 Waiver. Failure to enforce any provision on one occasion is not a waiver of future enforcement of that or any other provision.

18.4 Severability. If any provision is held unenforceable, the remaining provisions will remain in full force and effect.

18.5 Survival. Sections 2, 4, 6–8, 9 (with respect to accrued liabilities), 10–18, and any other provisions that by their nature should survive termination will survive.

18.6 Entire Agreement. These Terms (together with the Privacy Policy and any supplemental terms referenced herein) constitute the entire agreement between you and Sixtant regarding the Mexas Wallet Properties and supersede all prior understandings.

Contact us: legal@mexaswallet.com

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