

ZIRCON WALLET TERMS OF USE

Welcome to the WWW.ZIRCONWALLET.COM website. By using and accessing the ZIRCON WALLET website or mobile application, you agree to be bound by the following Terms and Conditions, further acknowledging that this website is owned by the company DJMV S.A.S., nit 901.421.936-3.

1. DESCRIPTION OF THE WEBSITE.

The website www.zirconwallet.com, Initially corresponds to a functional web page and mobile application destined to offer an online electronic wallet service for Crypto assets between people. The services provided on this website or in the app, allow Registered Users and duly authorized after going through the rigorous verifications required by ZIRCON WALLET, to send or receive digital assets based on Blockchain technology.

In other words, ZIRCON WALLET works as a meeting point between those people who want to receive Crypto assets, on the one hand, and, on the other hand, people who own Crypto assets and want to send or exchange them for products and services. Additionally, you can carry out exchange operations between Crypto assets and local currency, as long as said service is enabled in your locality. In the event that in your locality exchange operations between Crypto assets and local currency are allowed, the party that wishes to buy crypto assets agrees to deposit the local money in custody in our bank accounts while the transaction is being carried out. Users acknowledge that the services provided by ZIRCON WALLET will have a fixed variety of Crypto assets, which may be expanded over time until they have the greatest possibility of options so that the User does not incur unnecessary expenses to acquire their favorite Crypto active.

Unless otherwise specified, the Websites of ZIRCON WALLET, its affiliates and subsidiaries are for your personal use. The user may not modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works, transfer or sell any information obtained from any of the Websites or the ZIRCON WALLET app. If you breach any of these Terms, your authorization to use this Site will automatically terminate and you must immediately destroy any downloaded or printed materials.

The provisions of the preceding paragraph will be applicable and will extend to all those third-party Websites with which ZIRCON WALLET has commercial agreements.

2. ACCEPTANCE OF TERMS

The following Terms of Use (hereinafter the "Terms") establish the legal terms and conditions under which ZIRCON WALLET allows you to access and use the website or app. By accessing, browsing or using the website or app, you acknowledge that you have read and understood these Terms and agree to be bound by them and to comply with all applicable laws and regulations. You guarantee that you have the legal capacity to enter these Terms. If you do not agree to these Terms, you must immediately refrain from accessing and using the website or the app.

Please read these terms of use carefully. By requesting the creation of a user and accepting our terms and conditions of use, you agree to be legally bound by these conditions of use, our policy against money laundering, data protection policy, policy against the financing of terrorism and all those regulations collateral for the provision of services developed by ZIRCON WALLET.

ZIRCON WALLET reserves the right to make changes to these Terms, at its sole discretion, changes that will be announced at the time they occur. Your continued use of the website after reporting such changes, with or without having explicitly accepted the new Terms, will constitute your consent to such changes. If you do not agree to such changes, you do not have the right to obtain information or access the website or the application and you must stop using them immediately. You are periodically responsible for these Terms in their current and current version from time to time, an updated version of which can be retrieved at any time on the website or in the application.

3. PRIVACIDAD

By using the website, you agree that ZIRCON WALLET may collect, process and use your personal data in accordance with the Privacy and Personal Data Processing Policy, the terms of which are incorporated by reference into these Terms.

4. USE OF THE WEBSITE OR APP

ZIRCON WALLET grants you a limited, non-exclusive, non-transferable and revocable worldwide license to use the website or app and its content for your personal and commercial use, and to display the website content exclusively on your computer on the screen or on other devices (such as smartphones or tablets), subject to compliance with these Terms and our policies. All other uses are prohibited without the prior written consent of ZIRCON WALLET.

Unless ZIRCON WALLET permits the use of software, content, virtual items or other materials owned or licensed by ZIRCON WALLET ("Software and Content"), ZIRCON WALLET grants you a non-exclusive, non-transferable, revocable agreement to access and use Software and Content for personal and commercial purposes only, conditional on your compliance with these Terms.

User shall not use, copy, adapt, modify, decompile, reverse engineer, disassemble, decrypt, attempt to derive source code, prepare derivative works based on, distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, disseminate or exploit the Software and Content, except as expressly permitted by ZIRCON WALLET and applicable regulations.

Any unauthorized use of the Software and Content is strictly prohibited and will terminate the license granted in these Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

5. ACCEPTABLE USE

By accessing or using the website or the app, you agree that you will not: (a) access or use the website or the app in any way that may interfere with, interrupt, negatively affect or inhibit any person fully enjoying the website. , including, but not limited to, Defamatory, harassing, threatening, intolerant, hateful, vulgar, obscene, pornographic or offensive conduct or content; (b) damage, disable, overload or damage the functionality of the website or the app in any way; (c) access or use the website or app for any illegal or unauthorized purpose or participate in, encourage or promote any illegal activity, or any activity that violates these Terms or any other term or policy provided in connection with the website or the app; (d) modify, adapt, hack or emulate the website or app; (e) use any robot, spider, crawler, scraper or other automated means or interface that we have not provided or authorized by us to access the website or app, or to extract data or information from the website or app; (f) circumvent or attempt to circumvent any filtering, security measures, or other features designed to protect the website, app, or third parties; and (g) infringe or violate the rights of ZIRCON WALLET, our users or any third party.

You have the right to use the website or the app only in accordance with the laws of your country of residence and the country from which you access this website or the app. You can only make legal use of this website or the app, and any illegal or inappropriate use of the website or the app is prohibited.

In particular, you agree not to do any of the following in connection with your use of the website or the app:

- a. Distribute or post spam, unsolicited or bulk electronic communications, chains, or fraudulent scheme tactics through the website or app;
- b. Upload, publish, transmit, distribute or in any other way make available through the website or the app, any material that contains software viruses or any other computer code, files, Trojans or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other technology that may harm the

website, the app, or the interests or property of visitors or users of the ZIRCON WALLET website or app;

- c. Copy, modify or distribute rights or content of the website or the app, including photos or videos, in any way;
- d. Use any content or information on the website or the app, to compete with ZIRCON WALLET;
- e. Market any code (object or source code) or any information or software associated or available on the ZIRCON WALLET website or app;
- f. Upload, publish, transmit, distribute, store or otherwise make public on the website or the app, any personal information of users or third parties without the prior explicit consent of the person;
- g. Using the website or app in a way that, in the sole judgment of ZIRCON WALLET, is objectionable, illegal, inappropriate or restricts or inhibits any other person from using the website or app or may harm or hold liability to ZIRCON WALLET or users, including pornography, any threatening, abusive or discriminatory Content.
- h. Facilitate or help another person to do any of the above acts.

6. ELIGIBILITY

User must meet certain eligibility criteria to use ZIRCON WALLET. You must be of legal age, without any type of legal disability or interdiction.

Also, there are certain things that you cannot do when using ZIRCON WALLET, such as participating in illegal activities, reporting false information or omitting relevant information, or performing any act that causes harm to our services or systems or to third parties.

7. TERMINATION

ZIRCON WALLET may block, cancel or suspend your ability to use or access the website or the app, partially or permanently, without prior notice and at any time, at the sole discretion of ZIRCON WALLET, as well as close or interrupt the website or the app.

ZIRCON WALLET reserves the right to terminate your right to access and use the website or the app if you violate these Terms or any of the other terms, laws or policies referenced in this document, or if you otherwise believe risks or a possible legal exposure for ZIRCON WALLET, or that not enough information is provided to correctly identify the user, such as: real name, address, telephone number, legal identification card, passport or more.

8. AVAILABILITY

The website and content may not be available in all territories and jurisdictions, and ZIRCON WALLET may also restrict or prohibit the use of all or part of the website or app and content in certain territories and jurisdictions.

9. COMMERCIAL RISKS

ZIRCON WALLET will not be responsible for the participation of its users in the operations applied to the services provided, which can be risky. Please do not use ZIRCON WALLET or the app, or any of the incorporated options if you do not understand or accept these risks. The variation in prices of the crypto assets that are handled on the website or in the app do not depend on ZIRCON WALLET and you as a user recognize and accept this situation.

On the other hand, commercial operations between businesses and users of the ZIRCON WALLET website or app are solely and exclusively the responsibility of the users, ZIRCON WALLET, warns that the website and the app are only the payment mechanism or transfer of crypto assets, "payment gateway", issues related to the quality of products and services, are the responsibility of whoever sells or lends them respectively.

10. NETWORK COSTS

Your network provider may charge you for data services or any other third-party charges that may arise when using the website or app, and you accept responsibility for such charges. If you are not the one paying the bills, we will assume that you have received permission from that person.

11. INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights should be understood as any copyright, patents, registered design, design rights, database rights, trademarks, trade secrets, any other industrial property rights, registered or unregistered.



The website and the app are the private and exclusive property of DJMV S.A.S, Nit 901.421.936-3, which are protected by international intellectual property rights. You will not remove, alter, or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the website or app.

The intellectual property rights and all other property rights over the content available on the website are the exclusive property of DJMV S.A.S nit 901.421.936-3. This includes rights for all software associated with the website and the app, as well as for all text and designs displayed on the website and in the app. Nothing in these Terms constitutes a transfer or license of any intellectual property right.

ZIRCON WALLET is a trademark owned and controlled by DJMV SAS nit 901.421.936-3 The ZIRCON WALLET trademark may not be copied, imitated or used, in whole or in part, without the prior written permission of DJMV SAS nit 901,421,936-3. All other trademarks, service marks, logos, trade names and any other proprietary designations displayed on the website or in the app are trademarks or registered trademarks of ZIRCON WALLET or their respective owners and are not permitted. may be used without the permission of ZIRCON WALLET or the trademark holder.

12. DISCLAIMERS

You expressly acknowledge and agree that your access and use of the website or the app, is at your own risk, it is between you and ZIRCON WALLET, to the maximum extent applicable, permitted by law, the website and the app are provided as which and how they are available.

ZIRCON WALLET makes no warranty regarding the website or app, software and content or any features, information published or available on the website or app. ZIRCON WALLET does not guarantee that the website will be available at all times and the possibility of discontinuing or eliminating the website or the app is expressed without additional prior notice, to this ZIRCON WALLET does not represent or guarantee that (a) the website or the app are bug-free or virus-free, or (b) that any defects on the website will be corrected.

ZIRCON WALLET does not provide any oral or written information, guidelines or advice that represents a warranty. the legal notice of guarantees will be applied to the maximum extent permitted by applicable law. The laws of some states or jurisdictions do not allow the exclusion of implied warranties, so some or all of the disclaimers in this section may not apply to you.

It is clarified that ZIRCON WALLET will always do everything possible to maintain the best possible security levels, without this being a guarantee, because situations not provided for in these terms could occur and not be within the reach of ZIRCON WALLET to its prevention or correction.

13. LIMITATIONS OF LIABILITY

These Terms set out the full scope of our obligations and responsibilities with respect to the Website and the app. To the maximum extent possible by law, ZIRCON WALLET excludes any and all warranty and liability in relation to the website or the app and its content. ZIRCON WALLET in particular will not be liable for damages of any kind, including loss of income or data, suffered by the user or any other person, by ZIRCON WALLET or by third parties. This includes any misuse of user data or user content, any viruses or other forms of malware transmitted through the website or the app or server, as well as any breach by users of these terms.

ZIRCON WALLET shall have no responsibility for personal injury lost in profits or other consequential, special, punitive, indirect or incidental damages, derived from, or related to your use or inability to use the website or the app. without contrary to the terms.

In no case will ZIRCON WALLET's aggregate liability arising from or related to the use or inability to use the website or app exceed twenty US dollars (US \$ 20). You agree that any claim made more than one (1) month after the discovery of ZIRCON WALLET's alleged liability will be barred.

14. COMPENSATION

You agree to defend, indemnify and release ZIRCON WALLET and our affiliates, independent contractors and service providers, and each of our respective directors, officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of third parties. (including, but not limited to, court and attorney fees) caused arising out of or related to (a) the use or inability to use the website or app; (b) your violation of these Terms or any other applicable terms, policies, warnings, warranties or instructions provided by ZIRCON WALLET or a third party in connection with the website or the app, (c) your violation of any applicable law or any right from any third party.

15. ASSIGNMENT

You may not transfer or assign any rights or obligations under these Terms without the prior written consent of ZIRCON WALLET. ZIRCON WALLET may transfer all of your rights and obligations under these Terms without your prior written consent. To the extent that such consent is required by mandatory

law, ZIRCON WALLET will notify the user of the transfer of their rights or obligations by email. The user will be deemed to have accepted the announced transfer, unless he expressly rejects it within two weeks of the email notification. In the event that the user refuses, ZIRCON WALLET shall have the right to terminate any agreement with the user that is subject to these Terms without prior notice.

16. MODIFICATIONS

ZIRCON WALLET reserves the right to change, suspend, eliminate, interrupt or disable access to the website or the app, or particular parts of it, at any time and without prior notice. In no case will ZIRCON WALLET be responsible for the elimination or deactivation of access to any part or feature of the website or the app.

17. ENTIRE AGREEMENT AND SEVERABILITY

These Terms, the Privacy Policy and applicable policies, subject to any modification or modification made by ZIRCON WALLET from time to time, will constitute the entire agreement between you and ZIRCON WALLET with respect to the Website and the app. If any provision of these Terms is invalid by a competent court or jurisdiction, that provision will only be limited to the minimum necessary and the remaining provisions will remain in full force.

18. APPLICABLE LAW AND JURISDICTION

These Terms and the use that you make of the Website or the app, as well as all matters that arise or are related to them (including non-contractual disputes or claims and their interpretation) will be governed by the laws of the Republic of Colombia, excluding conflict of laws rules. Any claim or dispute regarding these Terms or in relation to them must be subject to the exclusive jurisdiction of the Courts of the Republic of Colombia (including non-contractual disputes or claims and their interpretation).

You agree that any dispute is personal to you and ZIRCON WALLET, and that any dispute will only be resolved through individual litigation and will not be filed as a class action lawsuit, or any other representative proceeding. You agree that a dispute cannot be filed as a class action or representative or on behalf of any other person or persons.

19. CONFIDENTIALITY

You must maintain the confidentiality of any procedure, including, but not limited to, any and all information collected, prepared and presented for purposes of litigation or controversy related to any dispute presented.

20. RELEASE OF LIABILITY

ZIRCON WALLET is not responsible for any loss or damage incurred by you as a result of using our services or your lack of understanding of the nature of cryptocurrencies, digital assets, or the market for such currencies. All that we provide to you is a method by which you can use and store cryptocurrencies or digital assets, and we make no representations or warranties regarding the value, stability, or legality of such virtual currencies. You acknowledge and agree to assume the following risks related to the use of the Website or the app and the Services:

- a. The risk of loss of value of virtual currencies or digital assets can be considerable and losses can occur in a short period of time.
- b. The price and liquidity of Digital Assets have been subject to large fluctuations in the past and may be subject to large fluctuations in the future.
- c. Digital assets are not legal tender, they are not backed by any government, and accounts and balances of value are not subject to the protections of any entity or institution.
- d. Legislative and regulatory changes or actions at the state or international level may adversely affect the use, transfer, exchange and value of Digital Assets.
- e. Transactions in digital assets may be irreversible and consequently, losses from fraudulent or accidental transactions may not be recoverable.
- f. Some Digital Asset transactions will be considered completed when they are recorded in a public ledger, which is not necessarily the date or time the customer initiates the transactions.
- g. The value of Digital Assets may derive from the continued willingness of market participants to exchange fiat currencies for Digital Assets, which may result in the possibility of a permanent and total loss of the value of a particular virtual currency if the market for that virtual currency disappears.
- h. There is no guarantee that a person who accepts Digital Assets as payment will continue to do so in the future.

i. The nature of Digital Assets may lead to an increased risk of fraud or cyber-attack and may mean that technological difficulties experienced by ZIRCON WALLET may prevent access to or use of your Digital Assets.

j. You acknowledge and affirm that you are not disabled, which may result in your not fully understanding these terms and conditions.

You acknowledge and agree that you are solely responsible for determining the nature, potential value, appropriateness and appropriateness of those risks, and that ZIRCON WALLET does not provide advice or recommendations regarding digital assets, including suitability and concordance, and strategies for acquiring digital assets. You acknowledge and agree that you must access and use the Services and the Website or the app at your own risk. This short statement does not disclose all the risks associated with trading, exchanging, mining, and storing digital assets. Therefore, you should carefully consider whether such trading, trading, mining, and storage is right for you based on your circumstances and financial resources. You should be aware that you may suffer a total loss of the assets in your Account (as defined in these Terms and Conditions), and that, under certain market conditions, it may be difficult or impossible for you to liquidate a position.

21. ILLEGAL ACTIVITIES

If you are seeking information about illegal activities, or if you wish to engage in any illegal or fraudulent financial activity, please leave this Site immediately and do not attempt to use the Services. You acknowledge and agree that you are aware of the legality of the use of the ZIRCON WALLET Services in your local jurisdiction and agree that you will not use the Services, if such use is prohibited or violates the laws of your state, province, country and any other jurisdiction.

22. TAXES

It is your responsibility to determine what taxes apply, if any, to the orders you complete through our website, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that ZIRCON WALLET is not responsible for determining whether taxes apply to its operations or for collecting, reporting, withholding or remitting taxes arising from any trade.

23. THE USER'S LIABILITY

You are fully responsible for all activities carried out through your User. You agree to notify us immediately of any unauthorized use of your password or user ID, as well as any other breach of security. While we may implement certain monitoring, procedures designed to alert us to fraudulent activity, we are not responsible for any unauthorized use by your user, therefore you agree that you are responsible for such unauthorized use and for protecting the confidentiality of your password.

The control or use of your user cannot be transferred, leased, assigned or sold to a third party. If a user gains access to your account fraudulently, we may terminate the user's access immediately and take all necessary and appropriate action in accordance with applicable international and local laws.

As part of our security measures and policies, keep in mind that we will never ask you, for any reason, whether by email, post or telephone, to reveal the password of your user. Password inquiries will only take place online and only after you have logged into the company site. We will never send you embedded links in an email requesting that you log into the site by clicking on the link. If you receive an embedded link by email claiming to be ours, you should not open or click it. The email is not from us and is likely to be fraudulent. Never give your user password to anyone you do not intend to authorize to use your account.

24. USER RESOURCES ON THEIR ACCOUNTS WITHIN ZIRCON WALLET

In order to be able to complete an order or to make a transfer or payment through the services of this website or the app, you must first load the funds to your ZIRCON WALLET user account, through your wallet. ZIRCON WALLET does not guarantee the time it may take to load funds into your ZIRCON WALLET account, from an external wallet.

As long as the balance in your wallet is greater than any minimum balance requirement necessary to satisfy any transaction, you can transfer any amount of funds, up to the total amount of funds available in your ZIRCON WALLET account, less fees and commissions. charged by ZIRCON WALLET for such transactions.

ZIRCON WALLET at its sole discretion, may reject any request to withdraw funds in the event that it considers that there is any movement that compromises the security of the transaction, or that it is a suspicious movement in terms of fraud or that violates our AML policy. (Against money laundering). In this case, ZIRCON WALLET will notify the user through electronic means about the cancellation of the request. In case the request is approved, ZIRCON WALLET will take up to five (5) business days to make the requested withdrawal.

In some cases, the external wallet may reject your funds or it may not be available in another way. You agree that ZIRCON WALLET will not be liable for any costs or damages resulting from such transactions rejected by third parties.



You acknowledge and agree as a user that: (a) ZIRCON WALLET is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to you by ZIRCON WALLET will be considered or interpreted as advice or advice.

Once you use the services of ZIRCON WALLET, you will be sent a confirmation via email detailing the details of this. You acknowledge and agree that your failure to receive such information does not prejudice or invalidate the terms of such order.

25. FEES OR COMMISSIONS

You agree to pay the commissions of the services provided through our site or the app, which are reported through the table of commissions and limits, which we can change at our discretion and which are found on our website. Changes to the commission schedule are effective as of the effective date indicated and will apply prospectively to any service performed after the effective date of such changed commission plan.

The commission charged by ZIRCON WALLET for the margin generated or for the shipping transactions carried out on our site will be published on it.

You are solely responsible for paying the fees imposed by third parties.