

## **Terms of Service Agreement (“Agreement”)**

This Agreement is made between Auxilium Global ( hereafter: “**Auxilium**”) and any person (hereafter: “**User**”) who completes the process to download, utilize, or operate any software, data processing service, application, communication service, or other content created or offered by Auxilium.

Auxilium owns and operates this website. By clicking the acceptance button or accessing, using or installing any part of the software, User expressly agrees to and consents to be bound by all of the terms of this agreement. If User does not agree to all of the terms of this Agreement, the User is not authorized to access, use or install any part of the software.

Auxilium reserves the right to change this Agreement without notice. It is Users own responsibility to familiarize yourself with modifications. By continuing the use of this site and our software you will constitute acknowledgment and agreement of the Agreement.

## **Responsible Use and Conduct**

By using, installing, accessing and/or visiting the Auxilium website and the software we provide, you agree to use the website and software only for the purposes intended as permitted by the terms in this Agreement, and the applicable laws, regulations and generally accepted (online) practices or guidelines.

## **The Software**

1. Auxilium is based on the Ethereum code-base, POA and Smart Contracts. The Auxilium coin wallet and the Auxilium Browser Plug-in software (hereafter also referred to as the “**Software**”) function as free and open source digital cryptocurrency desktop wallets which can be used to store Auxilium coins (hereafter: “**AUX-coins**”). The Auxilium Wallet and Browser Plug-in provide an application to manage accounts on the Auxilium Network. Websites can also interact with the Auxilium network through the Browser Plug-in.
2. The Software has undergone (beta) testing and continues to be improved by implementing feedback from the developers, our community, open-source contributors and beta-testers. Auxilium however cannot guarantee full functioning of the Software and the absence of bugs in the Software.
3. The User acknowledges that the use of the Software is at the User’s own risk and in compliance with all applicable laws. The User also bears its own responsibility for saving his/her passwords, PINs, private keys, redemption keys, shielded vending keys, backup recovery mnemonic phrases, any other codes User uses to access the Software or any information or other cryptocurrency unit. If User loses access to User’s cryptocurrency wallet or private keys and has not separately stored a backup of User’s cryptocurrency wallet or backup recovery mnemonic phrase(s) and corresponding password(s), user acknowledges and agrees that any AUX-coins User has associated with that cryptocurrency wallet will become inaccessible. All transaction requests are irreversible. Auxilium and its owners, directors, officers, employees, independent contractors, affiliates and agents cannot guarantee transaction confirmation or retrieve User’s private keys or passwords if User loses or forgets them.

## **The Website**

Auxilium operates its own website, <https://auxilium.global>. Connected to this website are several communication platforms that Auxilium uses. These platforms consist of a community forum, Discord, Twitter, Facebook, Telegram News, Telegram Group, Reddit and Youtube. The website and communication platforms combined will hereinafter be called the “**Platform**”.

## **Scope**

1. The Scope of this Agreement only covers the Users use of the Software and Platform.
2. These Terms of Service do not govern our relationship with individuals who validate transactions in connection with the operation of our Auxilium Wallet and Browser plug-in.
3. These Terms of Service do not govern redistribution and/or modification of our Auxilium Wallet and Browser plug-in. Redistribution and/or modification of our Auxilium Wallet and Browser plug-in is governed under the terms of the GNU General Public License (hereafter: “**GPL**”) as published by the Free Software Foundation, either version 3 of the License, or (at your option) any later version. To view GNU GPL version 3 and subsequent versions in their entirety, and for information on how to apply and follow the GNU GPL, see <https://www.gnu.org/licenses/>.

4. We are not responsible for exercising control, due to the decentralized nature of blockchain technology, over the Auxilium Network, Auxilium Software, or any other software, hardware, product, or service. Your use of the Auxilium Software and Network, or any other software, hardware, product, or service other than the Auxilium Wallet and wallet plug-in is outside the scope of these Terms of Service, except that you agree to indemnify and hold us harmless (including our officers, our agents, and our employees) from any claim, suit or action arising from or related to your use of the Auxilium Software and Network, or any other software, hardware, product, or service. Note that your use of the Auxilium Wallet and Browser Plug-in is subject to additional indemnification duties set forth below.
5. It is possible that other companies or individuals may develop or operate other wallet extensions – based in whole, in part, or entirely independent of the source code we use for the Auxilium Wallet and Browser Plug-in – that operate without our involvement or control (hereafter: “**Alternative Wallet Extensions**”). For the avoidance of doubt, your use of any such Alternative Wallet Extensions is outside the scope of these Terms of Service, except that you agree to indemnify and hold us harmless (including our officers, our agents, and our employees) from any claim, suit, or action arising from or related to your use of an Alternative Wallet Extension, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs, and attorneys’ fees that we face.

### **License**

Subject to and conditioned on your compliance with the Agreement, Auxilium grants User a worldwide, non-exclusive, non-transferable, non-sublicensable license to access and install the Auxilium Wallet and Browser Plug-in, and to use it for your own personal conversion of cryptocurrency. Under this license, we retain the copyright(s) and any other ownership and intellectual property interests associated with the Auxilium Wallet and Browser Plug-in.

### **User requirements**

1. If you accept this Agreement and use our Software and Platform you warrant that you are legally capable of entering into binding, non-voidable contracts under any applicable law. If you are not legally capable of entering into binding, non-voidable contracts due to your age, mental capacity, or any other reason under any applicable law, you may not access, use, or download the Auxilium Wallet and Browser Plug-in.
2. You agree that the information you provided is accurate, correct, and up to date. Auxilium never uses the data provided by Users for its own means unless Auxilium specifically asked you to provide us certain data for that purpose.
3. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Software and Platform. Accordingly, you are responsible for all activities that occur under your accounts.
4. Accessing (or attempting to access) our Software and Platform by any other means than we provide is prohibited.
5. Engaging in any activity that disrupts the servers and/or networks to which our Software and Platform are located, is strictly prohibited.
6. It is prohibited to use our Software and Platform to pay for, support or otherwise engage in any illegal activities, such as fraud, money-laundering, illegal gambling or terrorist activities.
7. It is prohibited to use our Software and Platform with any automated means or interface not provided by us to extract data.
8. It is prohibited to attempt to use another user's account without authorization.
9. It is prohibited to provide false, inaccurate, or misleading information.
10. You are solely responsible for any consequences, losses, or damages that we may (directly or indirectly) incur or suffer due to any unauthorized activities conducted by you that may incur criminal or civil liability.
11. Auxilium reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your account and/or block transactions or freeze transactions or transfers immediately and without notice if we determine, in our sole discretion, that your account is in breach with any of the clauses under this article.
12. While we take security very seriously, we do not guarantee that the Auxilium Wallet and Browser Plug-in are 100% secure or invulnerable to cyberattack. You agree to acknowledge all risks associated with cybersecurity vulnerabilities related to your use of our Software and the Platform, regardless of whether the cybersecurity vulnerability arose from our software code, a network vulnerability, or any other source.

## **Auxilium Platform**

1. Auxilium provides various open communication tools on its website, forum, Discord, Twitter, Facebook, Telegram News, Telegram Group, Reddit and Youtube. Auxilium does not monitor or pre-screen the messages posted by Users of these various communication tools. It is the Users responsibility to use these platforms in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not distribute in any form any content that is illegal, infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party and contains any type of unauthorized or unsolicited advertising.
2. Auxilium has the right at our sole discretion to remove any content that, we feel in our judgment does not comply with this Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any third party copyrights or trademarks. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us. Auxilium does not assume any liability for any content posted by you or any other third party users of our Platform. Any content posted by you using any open communication tools on our website, provided that it doesn't violate or infringe on any third party copyrights or trademarks, gives Auxilium the right to use this on its Platform. The posting of this content means you give Auxilium an irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute the content. This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process.
3. You agree to indemnify and hold harmless Auxilium, their directors, employees or any other related persons from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Agreement. In such event, you shall provide us with such cooperation as is reasonably requested by us.

## **Limitation of Warranties**

By using our Software you understand and agree that all Software we provide is "as is" and "as available". USE OF THE SOFTWARE IS AT USER'S SOLE RISK. This means that we do not represent or warrant to you that:

- the use of our Software will meet your needs or requirements.
- the use of our Software will be uninterrupted, timely, secure or free from any errors.
- the information obtained by using our Software will be 100% accurate or reliable, and
- any defects in the operation or functionality of any Software we provide will be repaired or corrected.
- any content downloaded or otherwise obtained through the use of our Software is done at your own discretion and risk, Auxilium is not responsible for any loss of data when using our Software and Platform.
- no information or advice obtained by you from Auxilium in any form shall create any warranty or guarantees.

The risk of loss in purchasing Digital Currency can be substantial. You should, therefore, carefully consider whether purchasing Digital Currency is suitable for you in light of your financial circumstances and resources. You may sustain a total loss of the Digital Currency you obtained. Under certain market conditions, selling a Digital Currency can be extremely difficult.

## **Limitation of Liability**

The User expressly understands and agrees that any claim against us shall be limited to the amount the User paid, if any, for use of our Software. Auxilium will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using our Software, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply. If the User is dissatisfied with the software, User's sole and exclusive remedy shall be for User to discontinue use of the Software.

## **Force Majeur Events**

Auxilium shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond Auxilium's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, fire, war,

insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Auxilium reasonable control (each, a "Force Majeure Event").

### **Website Accuracy**

The Auxilium website may not always be complete, accurate or current and may also include technical or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated. The User is recommended to always verify the information before relying on it, and all decisions based on information contained on Auxilium are the Users sole responsibility. Auxilium has no control over links to third-party material. The User acknowledges and agrees that Auxilium is not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to Auxilium.

### **Computer Viruses**

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attacks.

### **Copyrights/Trademarks**

All content and materials available on our website <https://auxilium.global>, including but not limited to text, logo's, graphics, the website name, website code and images are the intellectual property of Auxilium, and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited, unless specifically authorized by Auxilium.

### **Privacy**

Auxilium processes personal data according to its [Privacy Statement](#). In cases where Auxilium is asked to share data without User's prior consent, Auxilium will only do so if this is necessary to:

1. Comply with legal process or other legal requirements of any governmental authority.
2. to protect and defend the rights or property of Auxilium in case the data is in danger and has to be transferred.
3. protect the interests of users of the Software other than User or any other person.
4. operate or conduct maintenance and repair of Company's services or equipment, including the Software as authorized by law. User has no expectation of privacy with respect to the Internet generally. User's IP address is transmitted and recorded with each message or other information User sends from the Software.

### **Termination of Use**

You agree that we may, at our sole discretion, suspend or terminate your access to our Software and Platform with or without notice and for any reason, including, without limitation, breach of this Agreement. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Software we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

### **Governing Law**

Auxilium is located in the Netherlands and the use of its Software and Platform is governed by Dutch law. It can be accessed by most countries around the world. By accessing our website, you agree that the statutes and laws of The Netherlands, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of the Platform, Software and this website and the purchase of any products or services through this site.

Furthermore, any action to enforce this Agreement shall be brought to the competent courts in The Netherlands.

### **Guarantee**

Auxilium disclaims all warranties and conditions of any kind, whether express or implied, including but not limited to the implied warranties and or conditions of merchantability, fitness for a particular purpose an non-infringement.

**Change of control**

Change of Control. In the event that Auxilium is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.