Nautilus Wallet Terms & Conditions

The Helix Foundation, Torellstr. 7, 10243 Berlin ("**Helix**") is a non-profit foundation under German law with its seat in Berlin.

Helix has been developing a scalable, decentralized peer-to-peer DLT – Distributed Ledger Technology – (the "**HelixNetwork**"). The HelixNetwork includes its own native cryptocurrency, HLX ("**HLX**"). You can use the HelixNetwork e.g. to send and receive [micro-]transactions, exchange value, perform blockchain-level auditability, and get tamper-proof timestamping guarantees. The aim is to create an ecosystem whose members collectively work on building an environment to easily exchange digital messages or value (the "**HLX Ecosystem**").

Helix has been also developing an HLX coin compatible wallet, called Helix Nautilus Wallet ("**Nautilus**"). Nautilus solely enables its users ("**User**", "**you**") to access their respective E-Wallet by mobile telephone or other mobile or desktop device. Helix makes Nautilus available to the User via download. These Terms and Conditions ("**Terms and Conditions**") apply to the use of Nautilus and create a contract between Helix and the User (the "**Agreement**"), as long as and in as far as no other agreements have been reached.

BY REGISTERING IN THE NAUTILUS WALLET, YOU DECLARE THAT YOU AGREE TO THESE CONDITIONS. BY YOUR AGREEMENT TO THE CONDITIONS THE AGREEMENT IS CONCLUDED.

§ 1
General Provisions

1.1   Helix's Terms and Conditions apply exclusively. Deviating, conflicting or supplementary terms and conditions of the User or third parties shall not apply even if Helix does not expressly object to their application in individual cases.

1.2   The contractual language is English.

1.3   Some clauses only apply to the User if the User is a consumer ["*Verbraucher*"] according to Section 13 German Civil Code (hereafter "BGB") or entrepreneur ["*Unternehmer*"] according to Section 14 BGB. The User is a consumer if the User uses the software for purposes neither mainly associated with the User's commercial activities nor mainly associated with the User's self-employment. An entrepreneur is a natural person, legal entity or partnership, which or who acts within their commercial activities or their self-employment when concluding this contract. Helix expressly makes clear any limitation of applicability of the respective Section.

1.4   The Terms and Conditions may be displayed on Helix official website https://hlx.ai/wallet.html. The User is also entitled to print the Terms and Conditions.

§ 2
Nautilus

2.1   Nautilus is offered by Helix as a piece of software and is solely determined as a user interface to communicate with the ledger through an application programming interface (API). It is therefore important to note that

    2.1.1   the "balances" are not stored in Nautilus, but in the HelixNetwork itself;

    2.1.2   Helix, in association with Nautilus, solely acts as a software provider, and is not a crypto-exchange or a place for buying or selling cryptocurrencies, and it is not another form of payment service in terms of § 1 of the German Payment Services Supervision Act; and

    2.1.3   Helix does not provide internet access or any other technical services that are required to use Nautilus.

2.2   Use of Nautilus is free of charge.

2.3   Use of Nautilus is restricted to persons over the age of 18 or the respective age considered to be adult in User's country of origin.

2.4   Nautilus must be downloaded and saved in the User's device in order to use Nautilus.

§ 3
Seed-Creation and Log-In

3.1   The User must generate a seed when entering Nautilus the first time and choose a seed password. The seed is needed in order to receive coins. The seed is a private key containing 64 characters. The User has to store the seed in a SeedVault file during the creation. Once the seed (i.e. public-key) is generated the user can generate an associated address and thus receive messages and/or funds. Helix will provide guidance in the process and offer an interface for seed/address generation. If the user loses his seed, the funds can't be restored, not even by Helix.

3.2   The User has to set up an account name.

3.3   The User has to create two different types of password, a device-specific password for the use of logging in (Account Password) and a password the User needs when

the User wants to log in with the SeedVault file (SeedVault Password). The passwords are solely saved in the respective User's Nautilus.

3.4   The User has to be aware that Helix can neither retrieve the User's seed, nor the User's passwords if the User has lost them or forgotten them.

§ 4
Use of Nautilus

4.1   The User undertakes not to misuse Nautilus. In particular, the User is not allowed

4.1.1   to block, overwrite or change content belonging to Helix;

4.1.2   to use the software whilst utilizing a system or program that impairs the security, integrity and/or availability of Helix's systems and software, or to disturb in other ways the proper and smooth functioning of the software, or to access the software in an unauthorized way;

4.1.3   to use Nautilus if the valid law in the User's country prohibits use or if the User is located in a state or region where trading with HLX coins is prohibited or requires authorisation, special authorisation and/or authorisation of any kind, which Helix and/or the User has/have not obtained in this state or region; and

4.1.4   to use Nautilus without sufficient experience, knowledge and understanding of how Nautilus works and/or without fully understanding the associated risks.

4.2   The User agrees that

4.2.1   the User is using Nautilus at the User's own risk;

4.2.2   the User is responsible for the safekeeping and use of the User's seed and passwords for Nautilus, including keeping access data secret from third parties;

4.2.3   the User is responsible for the accuracy of payment information saved in Nautilus and for keeping it updated, and that Helix is specifically not obligated to check the User's payment information;

4.2.4   updates for Nautilus are provided by Helix and that failure to update can result in a security risk or even loss of the User's HLX coins;

4.2.5   the User is responsible to determine which, if any, taxes apply to any purchase or transfer of HLX coins the User makes in correspondence with the use of Nautilus and that it is also the User's sole responsibility to

withhold, collect, report and remit the applicable taxes to the competent tax authorities; and

4.2.6 the User will immediately stop use of Nautilus if the valid law in the User's country prohibits use or if the User becomes located at any time, in a state or region where trading with HLX coins is prohibited or requires authorisation, special authorisation and/or authorisation of any kind, which Helix and/or the User has/have not obtained in this state or region.

4.3 The User keeps Helix indemnified against all justified claims ["*Der Nutzer stellt Helix von begründeten Ansprüchen frei*"] asserted by third parties based on abusive usage following § 4.1 and/or § 4.2, unless the User is not responsible for such violation. In this case the User also compensates Helix for any damage that Helix suffers from abusive usage, including any costs for legal defense. The User supports Helix in Helix's legal defense.

§ 5
Grant of Licence

5.1 In the event that the User downloads Nautilus on the User's computer, the User's electronic device or another platform, or access Nautilus in any other way, Helix shall grant the User a revocable, non-exclusive, non-sublicensable, non-transferrable, free and limited licence for personal use of, and access to, the respective Helix software (including all updates, upgrades, new versions and replacement software). The contractual use includes downloading, displaying and running of the installed software.

5.2 Helix can carry out updates and/or upgrades for fixing errors or adapting Nautilus to the respective state of the art, and end the provision of Nautilus.

5.3 The User is not permitted to reproduce, replicate, process, amend, supplement or use any other of Helix's intellectual property (e.g. Helix's internet addresses, Helix's trademarks, Helix's logos or Helix's name) without Helix's prior permission.

§ 6
Warranties

6.1 Helix does neither warrant nor represent ["*Helix übernimmt keine Gewähr*"] that the use of Nautilus complies with all applicable laws and regulations in the User's jurisdiction.

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6.2 Helix does neither warrant nor represent ["*Helix übernimmt keine Gewähr*"] the functioning of the User's internet access and other third-party services (e.g. cell phone services), that are required for the use of Nautilus.

6.3 Helix expressly refers to the risks of the usage of web services. This particularly pertains to risks arising from the transmission of malware, spamming (unsolicited sending of advertising emails), password theft, electronic burglary and manipulation, hacking and other forms of unauthorized disclosure of user data, nuisances and forgery. Helix will take reasonable measures to minimize such risks. This does not constitute a guarantee. To this extent the User uses Nautilus at the User's own risk.

6.4 Maintenance, retrofitting and upgrades, errors or bugs and other causes and circumstances may lead to interruptions or defects of Nautilus' operation. Helix will eliminate technical failure as soon as possible within the scope of Helix's technical capabilities.

§ 7
Liability

7.1 Helix shall be liable without limitation for damages insofar as the cause of the damage is based on an intentional or grossly negligent breach of duty by Helix, Helix's legal representatives, executive employees or other vicarious agents ["*Erfüllungsgehilfen*"]. For negligent behaviour of Helix, Helix's legal representatives, executive employees or other vicarious agents ["*Erfüllungsgehilfen*"], Helix shall only be liable on the merits in the event of a breach of an obligation, the fulfilment of which is essential for the achievement of the contract and on the observance of which the User may regularly rely ["*Kardinalpflichten*"], and to the extent that Helix typically had to expect the damage caused under the circumstances known at the time of conclusion of the contract. Otherwise, the liability of Helix – also for Helix's legal representatives, executives or other vicarious agents ["*Erfüllungsgehilfen*"] – is excluded.

7.2 The aforementioned limitation of liability pursuant to § 7.1 shall not apply to claims for damages arising from injury to life, health or body, the assumption of a guarantee of quality or fraudulent concealment of defects by Helix. Liability under the Product Liability Act shall remain unaffected.

7.3 The restrictions of § 7.1 and § 7.2 shall also apply in favour of the legal representatives, executives or other vicarious agents ["*Erfüllungsgehilfen*"] of Helix if claims are asserted directly against them.

§ 8
Final Provisions

8.1   If the User is a merchant, a legal entity of public law or an administrative body, the place of performance ["*Erfüllungsort*"] is the seat of Helix.

8.2   The laws of the Federal Republic of Germany apply to the Terms and Conditions and to the contractual relationship between the User and Helix. The application of German-international private law and of UN sale of goods law is barred. If the User is a consumer, the choice of law does not cause the User to be deprived of any protection granted to the User by mandatory consumer protection regulations, which apply according to the User's domicile. Further, the choice of law does not mean that the User has to enforce the User's rights at a foreign court.

8.3   If the User is a merchant, a legal entity of public law or an administrative body, Berlin is the agreed place of jurisdiction for all disputes arising between the User and Helix.

8.4   The User is not allowed to transfer or surrender any rights or duties from these conditions without prior written permission from Helix. The User is not permitted to transfer the User's Nautilus to a third party. Helix is entitled to assign the existing rights and duties from the contract with the User to another company. If an assignment takes place, the User will receive a notification within Nautilus. This notification will also specify a period of time within which the User can terminate the contract in case the User does not agree with the assignment.

8.5   Helix is entitled to adapt the Terms and Conditions at any time, unless material provisions of the contract (especially scope of the agreement, term, and termination) are affected. This entitlement to adapt the Terms and Conditions exists only if the equivalence relationship existing at the time of conclusion of the agreement is disturbed to a not insignificant extent by unforeseeable changes neither initiated nor influenced by Helix or if a gap in the provisions after conclusion of the agreement has arisen as a result of a change in the law or a declaration of the invalidity of the Terms and Conditions by courts and if difficulties in the implementation of the Terms and Conditions arise as a result of this gap, which can only be eliminated by the adaptions. The User shall be notified of the amended Terms and Conditions in text form (in writing, no signature required, e.g. the User will get a pop-up notification in Nautilus that the Terms and Conditions have been updated, and the link from where he can download the updated version) at the latest six weeks before their entry into force. The amendments will be deemed to have been accepted if the User does not object to them within six weeks after receipt of the notification. If the User exercises the right to objection the amendments do not become part of the agreement and the contract will be resumed unchanged. Helix will separately

notify the User about the possibility to object and the deadline to do so. The right of termination remains unaffected.

8.6   If any provisions of these Terms and Conditions are or become invalid or unenforceable in whole or in part, this will not affect the validity or enforceability of the remaining clauses.

8.7   Helix provides the following service numbers and email addresses to the User to contact Helix in individual cases:

Helix Foundation, Torellstr. 7, 10243 Berlin

Email: nautilus@helix-foundation.org

Mailing Address: Helix Foundation, Torellstr. 7, 10243 Berlin