

These terms of use (hereinafter **Terms**) constitute the legal relationship and legally binding agreement between NYLICO and each User (hereinafter together **Parties**), in respect of NYLICO Wallet, including but not limited to registering as a User of NYLICO Wallet and using NYLICO Wallet. By registering and logging in to the NYLICO Wallet each User confirms that it fully agrees to all the terms of use contained in these Terms. If the User does not agree to the terms of use contained in these Terms, then the User may not use the NYLICO Wallet.

All questions regarding these Terms should be addressed NYLICO at [cs @nylico.tech](mailto:cs@nylico.tech)

NYLICO has the right to amend these Terms at any time by publishing a respective notice together with the amended version of the Terms at the Website or Appstore/GooglePlay if such amendments are necessary or advisable for the purposes of using NYLICO Wallet. NYLICO has also the right to amend these Terms if there is any change in the laws or regulations, or any new or amended interpretation of such laws or regulations, or any action by any regulator or public authority which may, directly or indirectly, affect the use of NYLICO Wallet, NYLICO and/or the Users. The User's continued use of NYLICO Wallet after any amendments or alterations of these Terms shall constitute the User's consent hereto and acceptance hereof.

Data Controller and Owner

NYL SERVICES LTD
License n° CE00021

Owner contact email: cs@nylico.tech

Definitions

"Account" means an account with NYLICO in which the cryptocurrencies are held.

"Affiliate" means, in relation to NYLICO, its past, present and future employees, members of management bodies, officers, directors, parent companies, subsidiaries, shareholders, agents, representatives, service providers, legal successors and assigns.

"Agreement" means an agreement on the terms of use set out in these Terms, which shall be deemed to have been entered between you, the User, and NYLICO from the moment you have registered as a User of NYLICO Wallet and shall continue until terminated in accordance with these Terms.

"NYLICO" means NYL Services Ltd , a company incorporated under the laws of Seychelles with registry CE00021

"NYLICO Wallet" means software developed and administered by NYL Services Ltd which enables and facilitates the sending and the receipt of cryptocurrencies.

"NYLICO Wallet Transactions" means transferring cryptocurrency from one wallet to another by using NYLICO Wallet.

"NYLICO Wallet Transactions History" means the list of NYLICO Wallet Transactions User has entered into t.

"NYLICO Wallet Transactions Limits" means the limits NYLICO imposes on the NYLICO Wallet Transactions User can enter into, the details of which will be set out on the NYLICO Wallet.

"Counterparty" means the person User wishes to send cryptocurrency to.

"Dispute" means any dispute, claim, suit, action, cause of action, demand or proceeding arising out or in connection with this Agreement, or the breach, termination or invalidity thereof, or otherwise in connection with the use of NYLICO Wallet.

"Information" means any confidential and/or personally identifiable information or other information, including but not limited to the following: name, email address, date of birth, tax identification number, billing/shipping address, phone number and financial information.

"Intellectual Property Rights" means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world).

"Restricted Countries" means those countries that do not appear on the Website, within an Account and/ or on the NYLICO Wallet for the purpose of using NYLICOWallet.

"Terms" mean these terms and conditions forming the Agreement between you, the User, and NYLICO.

"User" means you, i.e. the person registering as a User of NYLICO Wallet.

"Website" means <https://NYLICO.tech/>.

User Verification

On opening the Account, NYLICO may collect any of the following information in respect of the person or entity named on the Account, prior to activating the Account:

- 1- User's name
- 2- date and place of birth (for an individual)
- 3- nationality
- 4- e-mail
- 5- phone number

To verify the identity of the User, NYLICO may ask an individual for a copy of Government-issued proof of identity (passport copy or driving licence or Government issued National Identity Card), as well as proof of the User's residential address (electricity, gas, water or fixed landline phone bill less than 3 months old or bank statement). In addition, NYLICO reserves the right to require User to provide NYLICO with such documentation, information and photographs and/or require from User real-time facial recognition through the Website, as applicable, as NYLICO may reasonably request from each User to comply with NYLICO's regulatory obligations. User acknowledges that if User fails to provide such information or to satisfy such facial recognition, NYLICO may take such steps as it deems necessary to prevent the use of NYLICO Wallet.

NYLICO will verify the provided information within a reasonable time. Where NYLICO finds suspicious information that indicates possible money laundering, terrorist financing activity, or other suspicious activity, NYLICO will, in conjunction with its compliance officer report that activity in accordance with applicable laws and regulations.

NYLICO is prohibited from transacting business with individuals, companies and

countries that are on prescribed sanctions lists. NYLICO will therefore screen against United Nations, European Union, Seychelles Financial Intelligence Unit sanctions lists in all jurisdictions NYLICO operates.

NYLICO may confidentially verify the information User provides or which NYLICO obtains itself or through third parties from secure databases. By entering into these Terms, User confirms that User is granting a consent to NYLICO or a third party on NYLICO's behalf carrying out such verifications.

If the details regarding the User change, User must notify NYLICO immediately. User agrees and acknowledges that NYLICO shall not be liable for any losses that occur due to the submission of invalid, incorrect or inaccurate Information. User agrees to cooperate with all requests made by NYLICO or any of NYLICO's third party service providers on NYLICO's behalf in connection with the NYLICO Wallet and the Account to identify or authenticate User's identity or validate User's funding sources or transactions. This may include, but is not limited to, asking User for further information that will allow NYLICO to reasonably identify User, including requiring User to take steps to confirm ownership of phone number or payment instruments or verifying Information against third party databases or other sources as NYLICO chooses.

Where NYLICO is not able to confirm with a reasonable degree of certainty the true

identity of the User and/or are not satisfied that the User presents an acceptable level of risk to NYLICO, NYLICO may: (i) deactivate or suspend the User's access to the Account; (ii) close the Account after attempts to verify the User's identity fail; and (iii) determine whether it is necessary to inform applicable regulators and regulatory bodies in accordance with applicable laws and regulations.

NYLICO will retain records of all identification information for five years from the date it is provided or the Account is closed, whichever is later. The information NYLICO holds will be treated as confidential unless disclosure is required to a third party, in which case such disclosure shall be made in accordance with applicable laws.

Transactions conducted by using NYLICO Wallet will be subject to anti-money laundering transaction monitoring. NYLICO reserves the right to carry out diligence verification of the Users of NYLICO Wallet and their transactions. Enhanced User review may be carried out periodically at NYLICO's discretion as part of ongoing risk assessment.

NYLICO reserves the right to refuse registration to persons as Users of NYLICO Wallet from jurisdictions that do not meet international anti-money laundering standards.

NYLICO reserves the right to close, suspend, or limit User access the Account in the event NYLICO is unable to obtain or verify such Information or User does not comply with the requests under these Terms. Any attempt to abuse NYLICO Wallet will result in immediate account suspension and reporting violations to respective authorities.

User's obligations

Under no circumstances is User permitted to:

- 1- use NYLICO Wallet for any illegal purposes
- 2- deposit cryptocurrencies into addresses that are not supported by the NYLICO Wallet
- 3- use NYLICO Wallet in a manner likely to interfere with other Users or servers (e.g. excessive API calls or network spam)
- 4- refuse to cooperate in an investigation or provide confirmation of User's identity or any Information User provides to NYLICO
- 5- conduct business or use the NYLICO Wallet in a manner that is likely to result in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties or other liability to NYLICO, other Users, third parties or User
- 6- create more than one Account without NYLICO's prior written consent
- 7- infringe NYLICO's or any third party's copyright, patent, trademark, trade secret or other Intellectual Property Rights, or rights of publicity or privacy
- 8- provide NYLICO with false, inaccurate or misleading information

9- use NYLICO Wallet in a manner contrary to the laws of Seychelles or User's local laws

NYLICO reserves the right to refuse to perform a NYLICO Wallet Transaction directly or indirectly associated with any Restricted Country.

User shall:

1- be of age of majority in User's local jurisdiction; and,

2- be responsible for User's own cryptocurrencies; and,

3- backup/write down User's "backup phrase" and keep it private; and,

4- carefully guard User's private keys; and,

5- carefully review the list of supported cryptocurrencies before engaging in any transactions; and,

6- ensure that User's device(s) are fully updated and do not contain viruses, malware or otherwise malicious software; and

7- ensure that User's use of the NYLICO Wallet complies with Seychelles and local laws.

NYLICO Wallet Transaction

NYLICO may refuse to enter into a NYLICO Wallet Transaction with User at any time and for any reason.

The only authentic record of cryptocurrency transactions is the applicable blockchain. NYLICO Wallet provides functionality that allows User to send cryptocurrency transfer instructions. NYLICO does not guarantee that transactions User performs using the NYLICO Wallet shall be stored in any blockchain.

User must ensure that User's transactions conform to the applicable rules of the software for the cryptocurrency (especially with smart contract systems like Ethereum). There may be transaction fees (e.g. mining fees) associated with cryptocurrency transactions that are required by the system User engages with. NYLICO shall not be responsible for any losses User incurs due to transaction fees or losses that occur due to incorrectly set transaction fees (i.e. too low or high). While making NYLICO Wallet Transaction, it is User's sole responsibility to make sure that the Counterparty's unique identifier is entered correctly. Any error may result in the NYLICO Wallet Transaction being unsuccessful or delayed. NYLICO shall not be liable for any losses User incurs from entering an incorrect unique identifier.

NYLICO Wallet Transaction Limits

NYLICO reserves the right to impose at its sole discretion NYLICO Wallet Transaction Limits, based on criteria determined by NYLICO and that does not have to be disclosed. User may be able to view some of these NYLICO Wallet Transaction Limits by logging onto the NYLICO Website. NYLICO may, from time to time, provide User with procedures or methods to remove or increase such limits. NYLICO reserves the right to remove NYLICO Wallet Transaction Limits from the NYLICO Website.

Balance

User acknowledges that balances and available funds reported on the NYLICO Wallet are only approximate real time balances rather than the settled balances in User's Account. A real time balance may not take into account pending debits and credits. NYLICO will provide User with information on pending debits and credits as soon as it has that information.

Fees

The fees are clearly shown on the NYLICO Wallet prior to User completes an action. NYLICO deducts applicable fees in respect of any NYLICO Wallet Transaction from the balance in User's Account using the applicable exchange rates. NYLICO reserves the right to update fees upon notice and suspend User's access to NYLICO Wallet if NYLICO is not paid on time by User.

Right to set-off

On the happening of any event which entitles NYLICO to be compensated by User, NYLICO shall be entitled to recover any sum due to NYLICO by retaining part or all of any sum that User have lodged with NYLICO under any NYLICO Wallet Transaction or otherwise. User shall have no similar right of set-off.

If for whatever reason NYLICO is unable to exercise its right of set-off pursuant, NYLICO may ask User to pay NYLICO another way.

Closing the account

User's Account may be closed upon termination of these Terms. User accepts that after User's Account has been closed, NYLICO will store personal data about User and User's NYLICO Wallet Transactions for a period of five years.

If User's Account holds a balance at the time of its closure, NYLICO may ask User to withdraw the funds within a reasonable period of time, during which User's Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period User will not be able to access User's Account but User may withdraw any remaining funds for a period of five years from the date of closure of the Account by contacting NYLICO and requesting that the funds be sent to User by returning the funds by either a card refund, bank transfer, or transfer to User's wallet. When User's Account is closed, any pending instructions will be cancelled.

User may not close the Account to evade an investigation. If User attempt to close the Account while NYLICO is conducting an investigation, it may freeze the account. User will remain liable for any obligations related to User's Account even after it is closed.

NO WARRANTY

NYLICO Wallet is provided on an "as is," "as available" basis and without any representation or warranty, whether express, implied or statutory. NYLICO, and the

officers, directors, agents, joint ventures, employees and suppliers of NYLICO, make no representation or warranty of any kind whatsoever for the services or the content, materials, information and functions made accessible by using NYLICO Wallet or for any breach of security associated with the transmission of sensitive information through while using NYLICO Wallet.

NYLICO gives no warranty or guarantee as to the fitness for purpose of NYLICO Wallet for the needs of User.

NYLICO does not warrant that NYLICO Wallet will be uninterrupted or error free. NYLICO shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of NYLICO Wallet Transactions.

Liability

Using NYLICO Wallet necessarily entails many risks. NYLICO specifically disclaims and shall have no liability to User for the following risks:

- 1- operating system failures (mobile or desktop); and,
- 2- interactions between User's hardware, software and the NYLICO Wallet; and,
- 3- cloud backup software (e.g. certain Android distributions) may upload User's private files/information to third party services; and,
- 4- malware, viruses or other malicious software on User's device that is able to take control of or interfere with the NYLICO Wallet; and,
- 5- communication delays between User's NYLICO Wallet and a node or relay service for a cryptocurrency (and vice versa); and,
- 6- failure to achieve a certain market value/price for a cryptocurrency, whether

through a third-party service or any other kind of transaction (i.e. due to delays); and,

- 7- theft of cryptocurrencies.

NYLICO's liability to User shall not, under any circumstances, exceed the greater of: 1- value of 0.01 bitcoins in euros; or, 2- EUR 100.

Notwithstanding any term of this Agreement, NYLICO shall not be liable for any losses or damages that result from providing free technical support to User. NYLICO shall not be liable for non-execution or defective execution in relation to an NYLICO Wallet Transaction which NYLICO have made in accordance with a unique identifier given to

NYLICO by User which proves to be incorrect. However, NYLICO shall make reasonable efforts to recover funds involved in that transaction and may charge User for doing so, including passing on to User charges made by intermediary banks and/or the payee's bank for their assistance in the tracing process.

NYLICO may terminate these Terms for any reason in NYLICO's sole discretion upon giving User 30 days' notice.

Either Party may, i

IN NO EVENT WILL NYLICO, OUR LICENSORS, SERVICE PROVIDERS OR SUBCONTRACTORS (IF ANY) BE LIABLE FOR:

1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION TO LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL), ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ANY TERMS REFERENCED IN THEM, OR THE PERFORMANCE OR OPERATION OF NYLICO WALLET;
2) USER'S ACCESS TO, DISPLAY, USE OF NYLICO WALLET, OR FOR ANY DELAY OR INABILITY TO ACCESS, DISPLAY OR USE NYLICO WALLET, THE CONVEYANCE OF ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS OR SERVICES OBTAINED THROUGH THE USE OF NYLICO WALLET, OR THE ACT OR OMISSION OF ANY BUSINESS USING NYLICO WALLET, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT NYLICO, NYLICO'S LICENSORS, SERVICE PROVIDERS OR SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS OR LIMITATIONS ON LIABILITY. ONLY DISCLAIMERS OR LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO USER. NYLICO'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF USER'S TERRITORY.

User remains liable under these Terms in respect of:

1- all charges and other amounts incurred through the use of the Account at any time, irrespective of termination, suspension or closure; and
2- complying with any and all laws, rules and regulations of User's specific jurisdiction that may be applicable to User in connection with use of NYLICO Wallet, including but not limited to, those related to export or import activity, taxes or foreign currency transactions. User is liable to the state and other subjects for fulfilment of all tax obligations independently. NYLICO shall not be responsible for the execution of tax obligations, or calculation and transfer of taxes applied to User.

User agrees to defend, reimburse or compensate NYLICO and hold NYLICO, its third party providers, its employees or agents who are authorised to act on NYLICO's behalf harmless

from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of User's breach of these Terms, breach of any law and/or use of NYLICO Wallet.

Data Protection

The processing of User's data is governed by these Terms, any applicable supplements as well as NYLICO's Privacy Policy. NYLICO also adheres to the European General Data Protection Regulations ("GDPR") to the extent they apply to the NYLICO Wallet.

When using NYLICO Wallet, NYLICO may collect precise location data about an NYLICO Wallet Transaction. If User permits the Website to access location services through the permission system used by the User, NYLICO may also collect the precise location of User's device when the Website is open. NYLICO may also derive User's approximate location from User's IP address. User may opt out of providing location data through the Website or NYLICO Wallet, unless User's opt out of providing location data, User's consent to the collection, use, sharing and onward transfer of location data, as further

set forth in the Privacy Policy.

NYLICO reserves the right to transmit the Information or personal data about User as well as activity User undertakes through the Account to law enforcement institutions, state authorities and financial institutions, if such is necessary to comply with relevant legislation, and in order to identify whether these Terms and relevant legislation have not been violated.

By providing NYLICO with a telephone number (including a mobile telephone number), User agrees to receive autodialed and pre-recorded message calls at that number. User understands and agrees that NYLICO may, without further notice or warning and in its discretion, monitor or record the telephone conversations User or anyone acting on behalf of User has with NYLICO or its agents for quality control and training purposes or for its own protection. User acknowledges and understands that, while User's communications with NYLICO may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by NYLICO, and NYLICO does not guarantee that recordings of any particular telephone calls will be retained or retrievable. User agrees that NYLICO can use User's Information in connection with User's Account, to enable NYLICO to review, develop and improve its products and services. NYLICO may also disclose User's Information as required by law, regulation or any competent authority or agency to investigate possible fraudulent, unlawful or unauthorised activity.

User understands and agrees that NYLICO may collect information about how User and other Users interact with the NYLICO Wallet. NYLICO may access the address book on User's device and store names and contact information to facilitate social interactions

through the use of NYLICO Wallet and for other purposes. NYLICO collects transaction details related to User's use of NYLICO Wallet. NYLICO may collect information about User's mobile device, including for example, the hardware model, operating system and version, software and file names and versions, preferred language, unique device identifier, advertising identifiers, serial number, device motion information and mobile network information. User agrees that NYLICO may use the information that NYLICO collects to facilitate interactions with NYLICO Wallet, including sharing certain non-sensitive information about User with other Users.

Intellectual Property

The NYLICO Wallet and the Website and all Intellectual Property Rights contained therein, including but not limited to any content, are the property of or licensed by NYLICO. User may not copy, imitate, or use any Intellectual Property found on the Website or any website linked from it without NYLICO's prior written consent.

Nothing in these Terms grants User or any other person or entity any legal rights in the NYLICO Wallet and/or the Website, other than as necessary to enable User to access the NYLICO Wallet and use it in a manner authorised by these Terms. User agrees not to adjust or try to circumvent or delete any notices contained on the NYLICO Wallet (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the NYLICO Wallet.

Termination

n its sole discretion, terminate these Terms with immediate effect at any time without prejudice to any rights that have accrued under these Terms, or any party's other rights or remedies if:

- 1- the other Party commits a material breach of any term of these Terms and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 2- the other Party repeatedly breaches any of the terms of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms;
- 3- the other Party is subject to a bankruptcy, insolvency, winding up or other similar event; and/or

4- the result of laws, payment scheme rules, regulatory authority rules or guidance or any change in or any introduction thereof (or change in the interpretation or application thereof) means that it is unlawful or contrary to any such law, rules, order or regulations for either of the parties to perform or give effect to any of its obligations hereunder and such obligation cannot be readily severed from these Terms.

Without prejudice to any rights that have accrued under these Terms or any of the Party's rights or remedies, NYLICO may at any time terminate these Terms with immediate effect by giving written notice to User if:

- 1- NYLICO is unable to verify User's information in the manner set out in these Terms;
- 2- NYLICO has reason to believe that User's use of NYLICO Wallet: damages, corrupts, degrades, destroys and/or otherwise adversely affects NYLICO Wallet, or any other software, firmware, hardware, data, systems or networks accessed or used by the User;
- 3- User have acted or omitted to act in any way which NYLICO reasonably determine to diminish NYLICO's business operations and/or reputation and/or goodwill and/or which NYLICO reasonably determine or suspect to give rise to any offence or any increased risk or liability to NYLICO; and/or
- 4- NYLICO is unable to provide the functions of NYLICO Wallet to User through the inability of any third party to provide NYLICO with any good and/or service that NYLICO require to provide the functions of NYLICO Wallet to User.

Clauses 9, 10, 11, 12, 13, 16 and 17 and any other terms which by their nature should survive, will survive the termination of these Terms.

15. Refunds of Balances

Unless NYLICO is prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency, in terminating User's Account NYLICO may do any of the following at its sole discretion:

- 1- transfer the funds back to the source; or
- 2- convert User's Account balance to Bitcoins or ETH at market rate, subject to applicable fees and as soon as practicable give User 48 hours' notice that NYLICO intend to deactivate User's account, requesting that User provides NYLICO with an alternative bitcoin or ethereum wallet address to which NYLICO can transfer User's bitcoin within that period (hereinafter Redemption Period).

Where User fails to provide NYLICO with details of an alternative Bitcoin wallet address within the Redemption Period, User will be required to contact the NYLICO at cs@nylico.tech to commence a redemption request.

Notwithstanding the foregoing or any other provision contained in these Terms, NYLICO reserves the right not to refund User's account balance, whether in whole or

in part, if NYLICO believes that User have not acted in accordance with these Terms or that User have acted unlawfully, or where NYLICO is prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.

16. Customer Support and Complaints

NYLICO takes all complaints seriously. Any complaints about NYLICO or the services NYLICO provides should be addressed to cs@nylico.tech

User's notice must include (i) User's name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of any possible Dispute, and (iii) the specific relief that User is seeking.

NYLICO will send User a final response to User's complaint within 4 weeks of User's complaint having being made. Should this not be possible, NYLICO will contact the User.

17. Governing Law and Venue

These Terms will be governed by and construed in accordance with the laws of Seychelles, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. The parties submit to the non-exclusive jurisdiction of the courts of Seychelles.

Any Dispute shall first be endeavored to be settled through amicable negotiations in good faith by the Parties by sending a written claim in electronic form by e-mail. If the User and NYLICO cannot agree how to resolve the Dispute within thirty (30) days after the date a notice is received by the applicable Party, then the Dispute shall be solved in the courts of Seychelles.

18. Miscellaneous

The funds in User's Account belongs to the person or legal entity which is registered as the Account-holder. NYLICO recognizes only the rights of the holder of the Account. User cannot assign or transfer legal ownership of the Account to anyone.

It is User's responsibility to determine what, if any, taxes apply to the payments User makes or receive, and it is User's responsibility to collect, report and remit the correct tax to the appropriate tax authority. NYLICO is not responsible for determining whether taxes apply to User's NYLICO Wallet Transactions, or for collecting, reporting or remitting any taxes arising from any NYLICO Wallet Transactions.

If NYLICO fails to enforce any of its rights under the Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.

User may not transfer or assign or sell any rights or obligations User have under these Terms or otherwise grant any third party a legal or equitable interest over User's Account without NYLICO's prior written consent. NYLICO reserves the right to transfer or assign these Terms or any right or obligation under these Terms at any time.

NYLICO do not provide advice and contract on an execution only basis. NYLICO may provide information to User from time to time, for example via the NYLICO Wallet or the Website, but NYLICO will not and does not provide advice to User either upon the merits of a proposed NYLICO Wallet Transaction or upon any other matter. Before entering into any NYLICO Wallet Transaction User must make an independent assessment as to whether it is appropriate to enter into a NYLICO Wallet Transaction based upon User's own judgment and upon such advice from such advisers as User considers necessary.

These Terms shall be binding on, and ensure to the benefit of, the parties to these Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term,

clause or provision, or any other term, clause or provision of these Terms. Such unlawful, void or unenforceable clause or provisions shall be replaced by valid and enforceable clause or provisions, which most closely achieve the commercial intent and purpose of this Agreement.