

# Terms Of Service

Please read these Terms carefully. The presently included Terms of Service (“Terms”) in conjunction with Pools Wallet’s Privacy Policy (“Privacy Policy”), form a binding legal agreement between you and Playground (“Playground”, “We”).

## Acceptance of agreement

By using Pools Wallet (“The Service”), you (“User”) hereby agree to be bound by these Terms, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. In order to use the Service, you must be an adult above the age of majority able to enter into legal agreements so that as a prerequisite you can legally agree to these Terms. If you disagree with or dispute any term listed herein for any reason whatsoever, please immediately discontinue the use of Pools Wallet.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to the user. User agrees that the Company shall not be liable to user or to any third party for any modification, suspension, or discontinuance of the Service.

Your acceptance of these Terms also means you accept the following provisions:

Pools Wallet can be installed once terms are accepted and by the owner of a mobile device only.

## Important

In Pools Wallet, mining feature is provided with limited functionality and for informational purposes only. Cryptocurrency, “mined” during demonstration, can be stored on Pools Wallet Service user account or withdrawn to cryptocurrency wallet. All other Pools Wallet Service functions are fully supported.

## Rules and conduct

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Service. For purposes of the Terms of Service, the term “Content” includes, without limitation, any information, data, text, photographs, videos,

software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Service. By way of example, and not as a limitation, you shall not (and shall not permit any third party to) take any action (including contributing any Content) that: would constitute a violation of any applicable law, rule or regulation; infringes any intellectual property or other right of any other person or entity; is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; contains software viruses or any other similar computer codes, files, or programs; or impersonates any person or entity.

## **Indemnification**

You shall defend, indemnify, and hold harmless the Company, its affiliates and each of its representatives from all liabilities, losses, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) your use or misuse of, or access to, the Service, or (ii) your violation of the Terms of Service or any applicable law, contract, policy, regulation or other obligation. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in connection therewith.

## **Limitation of liability**

The Service is provided "as-is." We disclaim all warranties, whether express or implied, including without limitation, warranties that the services are merchantable and fit for your particular purposes. You bear the entire risk as to selecting the Service for your purposes and as to the quality and performance of the Service. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so this disclaimer may not apply to you.

We will not be liable for any indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in any way relating to the use of the Service.

## **Advertisements**

Some of the services available through Pools Wallet are supported by advertising revenue and may display advertisements and promotions. The manner, mode and extent of advertising by Pools Wallet are subject to change without specific notice to you.

## Other content

The Service may include hyperlinks to other web sites or content or resources. You acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and do not endorse any advertising, products or other materials on or available from such web sites or resources.

You further acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

## Restricting spam

Along with using Pools Wallet, we aim to ensure that all users abide by the rules and conduct properly. Spamming, Flood attacks, and cheating are strictly prohibited. Therefore, it is essential to ensure that you do not engage in any activities that violate these rules:

- a. Limitation on API requests
- c. Captcha verification is required before starting mining

## Prohibit fraud

When using Pools Wallet, we strictly prohibit all fraudulent behaviors, including the use of third-party software to skip ads or auto-click, exploiting Pools Wallet policies intended for the community. Users engaging in fraud will be dealt with according to Pools Wallet regulations to maintain fairness and the development of the Pools Wallet community.

## Information choice and changes

### **Accessing, Updating, Correcting, and Deleting your Information**

You may access information that you have voluntarily provided through your account on the Services, and to review, correct, or delete it by sending a request to [contact@poolsclub.com](mailto:contact@poolsclub.com). You can request to change contact choices, opt-out of our sharing with others, and update your personal information and preferences.

## **Deleting your wallet**

You can access the "Security & Privacy" section in the Pools Wallet app to delete all your wallet information. Your current wallet, accounts and assets will be removed from Pools Wallet. Your accounts exist on the blockchain and are not related to Pools Wallet.

## **Opt-Out of Promotional Information**

We value your privacy and your preferences when it comes to receiving promotional information. If you wish to opt-out and no longer receive promotional emails or offers from Pools Wallet, please send a request to [contact@poolsclub.com](mailto:contact@poolsclub.com)

# **Modification of terms**

We reserve the right, at our sole discretion, to modify or replace any of the Terms of Service, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on our websites or Service or by sending you an email. We may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check the Terms of Service periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Service constitutes acceptance of those changes.

# **Connecting to Third-Party API Services**

By using Pools Wallet, you acknowledge and agree to the following provision: Pools Wallet may connect and integrate with third-party services, such as Moralis, CMC (CoinMarketCap), to provide certain functionalities and features ("Third-Party API Services").

## **Third-Party Services:**

- a. Pools Wallet may allow you to access and utilize certain features or information provided by Moralis and CMC through their respective APIs.
- b. You understand and agree that the availability, functionality, and accuracy of the Third-Party API Services are subject to the terms and conditions set by Moralis and

CMC.

**Acceptance and Compliance:**

- a. Your use of the Third-Party API Services is subject to your acceptance of the terms and conditions of Moralis and CMC, in addition to these Terms of Service.
- b. You are solely responsible for complying with the terms and conditions, policies, and guidelines of Moralis and CMC while using the Third-Party API Services.

**Limitations and Discontinuation:**

- a. Pools Wallet reserves the right to modify or discontinue the integration with any Third-Party API Services, either temporarily or permanently, with or without prior notice.
- b. Pools Wallet shall not be held liable to you or any third party for any modification, suspension, or discontinuation of the Third-Party API Services.

**Disclaimer:**

- a. Pools Wallet does not endorse, warrant, or guarantee the availability, accuracy, reliability, or suitability of the Third-Party API Services.
- b. You acknowledge and agree that any reliance on the Third-Party API Services is at your own risk, and Pools Wallet shall not be responsible or liable for any damages or losses incurred.

**External Sites and Resources:**

- a. Pools Wallet may provide hyperlinks to external websites or resources as part of the Third-Party API Services.
- b. You understand and agree that Pools Wallet is not responsible for the availability, content, or functionality of these external sites or resources.
- c. Pools Wallet does not endorse any advertising, products, or materials on or available from such external sites or resources, and shall not be liable for any loss or damage arising from your use of or reliance on them.

By continuing to use Pools Wallet and accessing the Third-Party API Services, you signify your acceptance of and agreement to these terms regarding the integration with Moralis, CMC. If you do not agree with these terms, please discontinue the use of Pools Wallet.

## Contact us

If you have any questions about these Terms, please contact us at [contact@poolsclub.com](mailto:contact@poolsclub.com)

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