NOVARRA

LEGAL · TERMS OF USE

Novarra BBX, LLC

Terms of Use

Last updated: January 1, 2025

INTRODUCTION

These Terms of Use ("Terms") form a legally binding contract between you ("you," "your") and Novarra BBX, LLC and its affiliates ("Novarra," "we," "our," or "us"). These Terms govern your access to and use of Novarra's websites, platforms, APIs, mobile applications, custodial and settlement services, institutional liquidity solutions, and any related software, data, text, images, reports, or content (collectively, the "Services").

By accepting these Terms (e.g., clicking "I Agree," creating an account, or accessing the Services), you agree to be bound by these Terms and all policies incorporated herein, including Novarra's Global Privacy Notice. If you do not agree, you may not use the Services.

We may amend these Terms by posting revised versions on our website or notifying you by email. Continued use of the Services after notice constitutes acceptance of the amended Terms.

NOTICE OF ARBITRATION: These Terms require binding arbitration to resolve disputes on an individual basis (see Section 8).

1. DIGITAL ASSETS AND SERVICES

1.1 About Digital Assets
The Services enable institutional users to transact, swap, or custody digital assets such as Bitcoin, Ether, stablecoins, and other supported assets ("Digital Assets"). Novarra does not issue or control the underlying networks or protocols governing these assets. Transactions are irreversible once confirmed on the relevant blockchain.

1.2 Protocols and Network Fees
Digital Asset protocols are decentralized and subject to changes (e.g., forks). Novarra is not responsible for functionality, value, or security of any blockchain protocol. Network fees are your responsibility and may apply to transactions.

1.3 Custody and Keys
Novarra may provide custody solutions using multi-signature or MPC structures. You are responsible for safeguarding any private keys, credentials, or recovery information under your control. Loss or compromise of your keys may result in loss of Digital Assets.

1.4 Wallets and Assets
Digital Assets held in wallets remain your property, subject to applicable custodial agreements. Novarra cannot reverse transactions broadcast to the blockchain.

1.5 Security
You are responsible for maintaining secure access credentials, implementing strong security measures, and promptly notifying Novarra at support@novarra.vc of any unauthorized access. Novarra is not liable for losses resulting from compromised accounts or credentials under your control.

1.6 Identity Verification
Use of the Services requires compliance with Know Your Customer (KYC), Know Your Business (KYB), Anti-Money Laundering (AML), and related screening obligations. You authorize Novarra to perform verification through third-party providers and public sources. You must be at least 18 years old to use the Services.

1.7 Third-Party Integrations
Certain Services may interoperate with third-party custodians, exchanges, or financial applications. Novarra does not control third-party services and is not responsible for their actions, failures, or policies.

1.8 Taxes
You are responsible for all taxes arising from your use of the Services, including income, value-added, or withholding taxes. Novarra is responsible only for taxes on its income.

1.9 Risks
Digital Assets involve significant risks, including volatility, network failures, regulatory changes, and total loss of value. You acknowledge these risks and agree Novarra has no responsibility for market movements or blockchain failures.

2. USE OF SERVICES

2.1 Privacy
Your use of the Services is subject to Novarra's Global Privacy Notice.

2.2 Communications

We may send you service-related or promotional communications. You may opt out of promotional communications by following unsubscribe instructions.

2.3 Suspension and Termination
Novarra may suspend or terminate access if you violate these Terms, if required by law, or if necessary to protect the integrity of the Services. We may also suspend access for technical or security reasons.

2.4 Prohibited Use
You may not:
- Use the Services for unlawful, fraudulent, or sanctioned activities.
- Interfere with networks, attempt unauthorized access, or distribute malware.
- Misrepresent your identity or provide false information.
- Resell, sublicense, or misuse the Services in violation of these Terms.

2.5 Updates
Novarra may update or discontinue features of the Services at any time without liability.

2.6 License
Novarra grants you a limited, non-exclusive, non-transferable license to access and use the Services in accordance with these Terms. All intellectual property rights remain with Novarra.

2.7Trademarks and Feedback
Novarra's marks and logos may not be used without our consent. By providing suggestions or feedback, you grant Novarra a royalty-free license to use such feedback in connection with the Services.

3. USER CONTENT

You remain responsible for any data, content, or materials you provide through the Services. You grant Novarra a license to use such content as necessary to provide the Services. You must not submit unlawful, infringing, or harmful content.

4. EXPORT COMPLIANCE

You agree to comply with all U.S., EU, UK, and international export control laws. You may not use the Services if you are located in or associated with sanctioned jurisdictions or restricted persons.

5. NO WARRANTIES

The Services are provided "AS IS" and "AS AVAILABLE." Novarra disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. We do not warrant uninterrupted, secure, or error-free Services.

6. INDEMNIFICATION

You agree to indemnify and hold harmless Novarra, its affiliates, officers, employees, and partners from any claims, damages, or liabilities arising out of your use of the Services, violation of these Terms, or violation of applicable law.

7. LIMITATIONS OF LIABILITY

To the fullest extent permitted by law:
- Novarra is not liable for indirect, incidental, special, or consequential damages, including lost profits, revenues, or digital assets.
- Novarra's aggregate liability shall not exceed the greater of: (a) the amount you paid to Novarra for Services in the 12 months prior to the claim, or (b) $100.

Some jurisdictions may not allow these limitations; in such cases, liability will be limited to the maximum extent permitted by law.

8. ARBITRATION AND GOVERNING LAW

Any dispute arising under these Terms shall be resolved by binding arbitration on an individual basis under the rules of JAMS. The seat of arbitration shall be New York, New York, USA, unless otherwise agreed. You waive jury trial and class action rights.

These Terms are governed by the laws of the State of New York and U.S. federal law, without regard to conflicts of law.

9. INTELLECTUAL PROPERTY CLAIMS

If you believe your intellectual property rights have been infringed, please contact Novarra's legal department at legal@novarra.vc with the details of your claim.

10. GENERAL TERMS

- Entire Agreement: These Terms and incorporated policies constitute the full agreement.
- Severability: If any provision is unenforceable, the remainder remains in effect.
- Independent Contractors: The parties are independent and not partners or agents.
- Assignment: You may not assign rights or obligations without Novarra's consent. Novarra may assign without restriction.
- Notices: Notices must be sent to legal@novarra.vc or to your registered contact information.
- Survival: Sections relating to limitations of liability, indemnity, arbitration, and intellectual property survive termination.

CONTACT US

For questions regarding these Terms:

📧 legal@novarra.vc
📬 Novarra BBX, LLC – Institutional Digital Asset Services