



## Terms and conditions of yuscard



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This Website and its related services are owned and operated by Yuscard. You acknowledge that any use of this Website and any use of our Services (except for API services if you agreed to a separate set of terms), is subject to these Terms and Conditions.

## **1. GENERAL**

1.1. We reserve the right to change these Terms at any time, in our sole discretion. Any such changes in respect of your use of the Services will take effect when posted on the Website. If you have supplied us with an email address, we will also notify you by email of changes to these Terms.

1.2. It is your responsibility to read the Terms carefully on each occasion you use the Services. Your continued use of the Services shall signify your acceptance to be bound by the current Terms.

1.3. Failure or delay by Yuscard in enforcing or partially enforcing any provision of these Terms shall not be construed as a waiver of any rights.

## **2. DEFINITIONS**

2.1. All references to the ‘company such as ‘we’ refers to Yuscard a company registered under the laws of every African Countries its find itself.

2.2. All references to ‘you,’ ‘your,’ or the ‘user’ means the person or persons, using the Website and/or using the Services via the Website.

2.3. All references to the ‘Website’ shall include reference to all URL’s operated by Yuscard.

2.4. ‘Loading’ means you are already a registered and you can load your account with either Crypto or Filet currency through the means of Mobile Money according to the operators in the Country.

2.5. ‘**Card Version Number (CVN)**’ is a unique number assigned to YOU, and for your card.

2.5. ‘Services’ means any feature provided by us via the Website or any local application (mobile desktop or otherwise), including without limitation Wallet services or Yuscard information services, but excluding API services, which are governed by a separate agreement.

2.6. ‘Communication’ includes communication by email.

2.7. ‘**Card Verification Value (CVV)**’ also known (**CAV2, CVC,CID**) is a three digit numbers used to make payments online.

2.8. ‘Withdrawal’ means the user can remove money from their account.

2.9. ‘Exchange Currency’ means the ability to change one currency into another within your Yuscard account via its services.

2.10. ‘Crypto Currency or Virtual Currency’ means Bitcoin, Erethreum or other Yuscard-based currency such as Bitcoin which does not belong to any particular country and has no regulations to control it, it can move everywhere online.

2.11. ‘Fiat Currency’ means any currency that belongs to a particular country or countries such as Naira, Euro, Cedis etc.

2.12. ‘Expiry Date’ means your card has expired and you have to renew it.

2.13. ‘**QR Code**’ means the code used to store your Bitcoin address. Once you need your Bitcoin address, you can just scan this code to get it.

2.14. 'Deemed day of receipt' can only be on a Week Day, and means the day a Communication is received by Yuscard, if received during Yuscard's Working Hours, which are between 8:00am and 5:00pm on our time zone, and otherwise means the next Week Day at 8:00am Central African time.

2.8. 'Force Majeure Event' means any event beyond Yuscard's reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

### **3. ELIGIBILITY**

3.1. You hereby accept and acknowledge that you: (a) Are of legal age to agree to these Terms; (b) Have not previously been suspended or removed from using our Services.

3.2. If you are using the Services on behalf of a legal entity, you further represent and warrant that: (i) The legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) You are duly authorized by such legal entity to act on its behalf.

### **4. ASSUMPTION OF RISK**

4.1. You accept and acknowledge that there are risks associated with utilizing an Internet-based Virtual Currency wallet service including, but not limited to, the risk of failure of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Wallet, including, but not limited to your Wallet Address and CVN. You accept and acknowledge that Yuscard will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, however caused.

4.2. You accept and acknowledge that there are risks associated with utilizing any Virtual Currency network, including, misuses of the platform lead to the lost money, but not limited to, the risk of unknown vulnerabilities in or unanticipated changes to the network protocol. You acknowledge and accept that Yuscard has no control over any crypto currency network and will not be responsible for any harm occurring as a result of such risks.

4.3. We will use reasonable endeavors to verify the accuracy of any information on the Website but we make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the contents of the Website, information and functions made accessible through the Website, any hyperlinks to third party websites, or the security associated with the transmission of information through the Website or any website linked to by the Website.

4.4. We will not be responsible or liable to you for any loss and take no responsibility for and will not be liable to you for any use of our Services, including but not limited to any losses, damages or claims arising from: (a) User error such as forgotten passwords, incorrectly constructed transactions, or mistyped Virtual Currency addresses; (b) Server failure or data loss; (c) Corrupted Wallet files; (d) Unauthorized access to applications; (e) Any unauthorized third party activities, including without limitation the use of viruses, phishing, brute forcing or other means of attack against the Website or Services.

### **5. AGREEMENT TO HOLD YUSCARD HARMLESS**

5.1. You agree to hold harmless Yuscards (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable legal fees, arising out or relating to:

5.1.1. Your use of, or conduct in connection with, our Services;

5.1.2. Any feedback or submissions you provide;

5.1.3. Your violation of these Terms; or

5.1.4. Violation of any rights of any other person or entity.

5.2. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

### **6. THE YUSCARD SERVICES**

6.1. **The Services**, among other things, provide in-browser (or otherwise local) software that (a) generates and stores Crypto Currency Wallet Addresses and CVN (defined below), and (b) Facilitates the submission of Crypto Currency transaction data to the relevant Crypto Currency Yuscards network without requiring you to download or install the associated Virtual Currency network software to your local device.

**6.2. Wallet Address and CVN and Backup Phrase.** When you create a Wallet, the Services generate and store a Crypto currency address and CVN that you may use to send and receive any supported Virtual Currency via the relevant Virtual Currency network. An encrypted backup of certain information associated with the Wallet is stored by the Services. The CVN uniquely matches the Wallet Address and must be used in connection with the Wallet Address to authorize the transfer of Virtual Currency from that Wallet Address. You must keep your CVN and/or email secure. Failure to do so may result in the loss of control of Virtual Currency associated with the Wallet.

6.3. Our Services provide you with tools to help you remember or recover your password, but remember we are not responsible for keeping your password. You are solely responsible for remembering your Wallet password, so keep it secure. If you have not safely stored a backup of any Wallet Addresses and CVN/email maintained in your Wallet, you accept and acknowledge that any Virtual Currency you have associated with such Wallet Addresses will become inaccessible if you do not have your Wallet password.

**6.4. Transactions.** In order to be completed, all proposed Virtual Currency transactions must be confirmed and recorded in the Virtual Currency Transaction History associated with the relevant Virtual Currency network. Such networks are decentralized, peer-to-peer networks supported by independent third-parties, which are not owned, controlled or operated by Yuscard. Virtual Currency networks are operated by decentralized networks of independent third parties. Yuscard has no control over any Virtual Currency network and therefore cannot and does not ensure that any transaction details you submit via the Services will be confirmed via the relevant Virtual Currency network. You acknowledge and agree that the transaction details you submit via the Services may not be completed, or may be substantially delayed, by the Virtual Currency network used to process the transaction.

**6.5. Storage or Transmission of Virtual Currency.** A Virtual Currency is an intangible, digital asset. They exist only by virtue of the ownership record maintained in the underlying Virtual Currency network. The Services stores, sends or receives Virtual Currency. Any transfer of title that might occur in any Virtual Currency occurs on the decentralized ledger within the Virtual Currency network and within the Services. We do not guarantee that the Service can affect the transfer of title or right in any Virtual Currency.

**6.6. Relationship.** Nothing in these Terms is intended to nor shall create any partnership, joint venture, agency, consultancy or trusteeship, you and Yuscard being with respect to one another independent contractors.

**6.7. Accuracy of Information.** You represent and warrant that any information you provide via the Services is accurate and complete. You accept and acknowledge that Yuscard is not responsible for any errors or omissions that you make in connection with any Virtual Currency transaction initiated via the Services, for instance, if you mistype a Wallet Address or otherwise provide incorrect information. We strongly encourage you to review your transaction details carefully before completing them via the Services.

**6.8. No Cancellations or Modifications.** Once transaction details have been submitted to the Virtual Currency network via the Services, the Services cannot assist you to cancel or otherwise modify your transaction details. Yuscard has no control over any Virtual Currency network and does not have the ability to facilitate any cancellation or modification requests.

**6.9. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions for which you have submitted transaction details via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Yuscard is not responsible for determining whether taxes apply to your Virtual Currency transactions or for collecting, reporting, withholding or remitting any taxes arising from any Virtual Currency transactions.

**6.10. User Account.** A user can receive have possibility to receive coins while offline by giving his card to the sender to scan his QR Code and then send the Yuscoins. However, the receiver will receive an SMS/email to notify them the amount/balance in their wallet. Also a user cannot withdraw everything from their wallet.

## **7. CHARGES AND FEES FOR USING yuscard SERVICES**

7.1. Company Fees Creating a Wallet is free. Yuscard does not currently charge fees for any Services, however we reserve the right to do so in future, and in such case any applicable fees will be displayed prior to you using any Service to which a fee applies.

## **8. SUSPENSION OR TERMINATION OF SERVICES**

We may suspend or terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Account and all related information and files in such without cost to you, including, for instance, in the event that you breach any term of these Terms. In the event of termination, your access to funds will depend on your access to your backup of your Account data including your Email Address and CVN.

## **9. ACCEPTABLE USE**

**9.1.** When accessing or using the Services, you agree that you will not commit any unlawful act, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

9.1.1. Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

9.1.2. Use our Services to pay for, support or otherwise engage in any illegal activities, including, but not limited to illegal gambling, fraud, money laundering, or terrorist activities.

9.1.3. Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;

9.1.4. Use or attempt to use another user's Account without authorization;

9.1.5. Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;

9.1.6. Introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;

9.1.7. Develop any third-party applications that interact with our Services without our prior written consent;

9.1.8. Provide false, inaccurate, or misleading information; or

9.1.9. Encourage or induce any third party to engage in any of the activities prohibited under this Section.

9.2.0. No reimbursement for any payment made into the Company for a product or service, so take wise decisions before payment.

## **10. FEEDBACK AND USER SUBMISSIONS**

10.1. Yuscard is always improving its services and the Website. If you have ideas or suggestions regarding improvements or additions to Yuscard's Services or the Website, Yuscard would like to hear them; however, any submission will be subject to these Terms.

10.2. Under no circumstances will any disclosure of any idea or feedback, or any related material to Yuscard or any of its subsidiaries, parents or affiliated companies, or any of their officers, directors, managers, members, shareholders, employees and agents, or any of their heirs, successors, representatives and assigns will be subject to any obligation of confidentiality or expectation of compensation.

10.3. By submitting an idea or feedback or any related material that would be subject to intellectual property rights (the "Work") to Yuscard or any Yuscard Party, you grant to Yuscard, in respect of the Work submitted, a non-exclusive, perpetual, worldwide royalty free licence to use all of the content of such ideas and feedback, for any purpose whatsoever. Further, you are waiving any moral rights to the fullest extent permitted any African Countries Governmental law that you may have in the Work and are representing and warranting to such Yuscard Party that the Work are wholly original with you, that no one else has any rights in the Work and that all Yuscard Parties are free of any royalty to implement the Work and to use the related material if so desired, as provided or as modified by any Yuscard Party, without obtaining permission or licence from any third party.

10.4. You further accept that Yuscard may sub-licence any of the Yuscard Parties to use in any way any Work and material you have submitted.

10.5. We have the right to remove any posting you may make to the Website, in our absolute discretion, without warning or reasons.

## **11. HOW TO CONTACT US**

In case of any problems or difficulties, you may contact us using the following modes of communication: 11.1. By telephone on (+237) 678971221 or 695 69 75 57

11.2. Or send us an email on [info@yuscards.com](mailto:info@yuscards.com)

11.3. Or visit our office at **Bonanjo, Douala**.

## **12. NATURE OF AGREEMENT**

These Terms constitute the entire agreement between you and Yuscard with respect to the subject matter of these Terms and these Terms cancel and supersede any prior understandings and agreements between you and Yuscard as to that subject matter. You may not assign any of your rights or obligations under these Terms without our prior written consent.

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