

Clutch Wallet Inc

TERMS OF SERVICE

Effective date: June 23, 2022

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER. THE TERMS CONTAIN AN ARBITRATION PROVISION. YOU AGREE AND UNDERSTAND THAT DISPUTES ARISING UNDER THESE TERMS SHALL BE SETTLED IN BINDING ARBITRATION. YOU ALSO AGREE AND UNDERSTAND THAT ENTERING INTO THIS AGREEMENT CONSTITUTES A WAIVER OF YOUR RIGHT TO A TRIAL BY JURY OR PARTICIPATION IN A CLASS ACTION LAWSUIT OR A JURY TRIAL.

Please read on to learn the rules and restrictions that govern your use of our products, services and applications, including, but not limited to our web application located at <https://test-app.clutchwallet.xyz/> (“**Clutch Wallet App**”). These rules and restrictions do not apply to our open source, DeFi Software Development Kit, which is controlled by the terms of the applicable open source license that is included with that software. If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at hello@clutchwallet.xyz

These Terms of Service (the “**Terms**”) are a binding contract between you and Clutch Wallet Inc. (“**Clutch Wallet**,” “**we**”, “**our**” and “**us**”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy.

Changing Terms

Our business is always evolving and improving, as such, we may change the Services and Terms described in this document. We reserve the right to change the Terms at any time, noting that if we do, we will always require our users to confirm their acceptance of the new Terms by logging into our Clutch Wallet App and accepting the changes.

If you don't agree with the new Terms, you are free to reject them, however, you will no longer be able to use our Services or Clutch Wallet App. Any use of our Services or Clutch Wallet App after a change to our Terms will mean that you have agreed to all of the changes.

Except for changes described by us in this document, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

Using Our Services

To access or use our Services, you must be able to form a legally binding contract with us. You therefore represent and warrant that you are of legal age to form a binding contract (or if not, that you've received.

If you are not of legal age, your legal guardian may provide permission on your behalf, and in doing so, accept our Terms and Services. If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "**you**" and "**your**" in these Terms, except for in this sentence, refer to that organization or entity). You will only use the Services for your own personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws or regulations, or you are a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the United States or other countries, then you aren't authorized to use the Services. If permits and licenses are required for you to use the Services, it is your responsibility to first obtain those prior to such use. We can't and won't be responsible for your using the Services in a way that breaks the law or regulations.

Privacy

Your privacy is important to us. Please read our [Privacy Policy](#) to understand how we collect, use and share information about you.

Using The Clutch Wallet App

Our Services relate to the Clutch Wallet App, a web-hosted user interface that allows users to create a [cryptocurrency wallet](#) ("**Wallet**"), and also connect with third-party wallets to import information pertaining to the digital assets stored within those wallets. The Clutch Wallet app also allows users to track and monitor cryptocurrencies, and interact with decentralized protocols and decentralized applications (collectively "**dapps**") that provide users the ability to access cryptocurrency markets, and interfaces that are used for entering into complex financial transactions.

The Clutch Wallet App is integrated with the Ethereum network, as such, it's important to understand what happens when a Wallet is created on this network. When an [Ethereum](#) Wallet is created, a private and public key pair, secured by cryptography, is generated. Together, the keys work as a pair to showcase evidence of asset ownership/possession or a specific amount of cryptocurrency held in that particular wallet. These keys enable you to send, receive and swap cryptocurrency through the Ethereum network. With respect to the keys, the public key is visible to all participants in the Ethereum network, and can be thought of as your address which receives cryptocurrency assets (like a bank account), while the private key is private to only you, the owner, and is used to approve transactions pertaining to the cryptocurrency represented by the corresponding public key.

Two-factor authentication, like pin codes and passwords, can sometimes form part of the approval process, depending on what services and dapps you are interacting with on the Ethereum network.

Our Services can be used by connecting our Clutch Wallet App with a third-party wallet you own, and by also directly interacting with the wallet you've created inside of the Clutch Web App.

It's important to note that we never have access to the cryptocurrency in your Wallet. We will not store your private key or similar methods of accessing your Wallet, and we will never request this information.

When you request to make a transfer, or swap of cryptocurrency using our Services in our Clutch Wallet App, you will be required to initiate a transfer from your Wallet's interface or a web plug-in that interacts with our Services (a "**Transfer Initiation**"). If you are making a transfer of swap of cryptocurrency utilizing our wallet in the Clutch Wallet App, you will be required to confirm the transaction in our Clutch Wallet App.

Note: You may only initiate a transfer using our Services after our servers have confirmed receipt of a valid transaction Initiation. Clutch Wallet is entitled to rely on the Transfer Initiation and has no duty to inquire into or investigate the validity or accuracy of any Transfer Initiation. You will be responsible for keeping your hardware devices, including your phone, secure, and for any activity associated with such devices and your Wallet when using our Services. Clutch Wallet will not be responsible if someone else accesses your devices and authorizes a transaction upon receipt of a valid Transfer Initiation.

Clutch Wallet does not have access to your wallet or private key and cannot initiate a transfer of cryptocurrency or otherwise access your cryptocurrency. We are not your brokers, intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you regarding any other decisions or activities that you effect when using your Wallet or our Services. We are not responsible for any activities that you engage in when using your Wallet, and you should understand the risks associated with cryptocurrency, blockchain technology, and our Services described more fully below. Unless explicitly provided in writing, we do not host or maintain dapps accessible on our Services and do not participate in any transactions on such dapps, recommend, endorse, or otherwise take a position on your use of these services.

"**Cryptocurrency**" refers to virtual currency, digital currency, digital asset, crypto asset or other such similar term describing, for example, Ethereum, but does not include a derivative of a virtual currency or a security.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not use the Services or interact with the Services in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including Clutch Wallet);
- Violates any law or regulation, including, without limitation, any applicable export control laws;
- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Jeopardizes the security of your Wallet or anyone else's;
- Attempts, in any manner, to obtain the security information from any other user;
- Attempts to access another user's Wallet, private key or other security information on any third- party site or services that provide access to such user's Wallet or private key on our Services;
- Violates the security of any computer network, or cracks any passwords or encryption codes; or
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services to the extent possible. However, in no event do we have the ability to access or suspend your access to your own Wallet, and you are always entitled to use your Wallet on other services.

Your Responsibilities and Assumption of Risk

In order to be successfully completed, any transaction created with or sent to your Wallet using our Services must be confirmed and recorded on the Ethereum network. Clutch Wallet has no control over the Ethereum network or any other Cryptocurrency and therefore cannot and does not ensure that any transaction details you submit or receive via our Services will be confirmed on the Ethereum network. We do not have the ability to facilitate any cancellation or modification requests. In addition, certain dapps may involve complex financial transactions that entail a high degree of risk, and Clutch Wallet cannot assist with you any financial or technical advice with these transactions.

By using our Services, you acknowledge and accept that there are substantial risks associating with cryptocurrency and transactions on the Ethereum network. Specifically, you agree and understand that:

1. You: (a) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of your Wallet; (b) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under applicable laws of any use of your Wallet and our Services; (c) know, understand and accept the risks associated with your Wallet and the use of our Services; and (d) accept the risks associated with cryptocurrency and blockchain technology generally, and are responsible for conducting your own independent analysis of the risks specific to any particular cryptocurrency or other blockchain technology, including smart contracts not associated with Clutch Wallet. You further assume and agree that Clutch Wallet will have no responsibility or liability for, such risks. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Clutch Wallet, its affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth in these Terms.
2. You take responsibility for all activities and transactions that occur in connection with your use of our Services and your Wallet and accept all risks and consequences of your use of our Services and any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law.
3. Cryptocurrency is an emerging asset class. Clutch Wallet makes no warranties as to the markets in which the cryptocurrency are transferred, purchased and traded.
4. You acknowledge and accept that the loss or destruction of a hardware device you have used our Services on may compromise the security of your Wallet and may result in loss of cryptocurrency.

5. The transaction details you submit via the Services may not be completed, or may be substantially delayed on the Ethereum network, and Clutch Wallet takes no responsibility for the failure of a transaction to be confirmed or processed as expected.
6. There are no warranties or guarantees that a transfer initiated on the Services will successfully transfer title or right in any cryptocurrency.
7. Clutch Wallet is not a counterparty or participant to any transaction you make using our Services. Further, once transaction details have been submitted to the Ethereum network, Clutch Wallet cannot assist you to cancel or otherwise modify your transaction or transaction details.
8. As a software provider, Clutch Wallet is not regulated by any federal or state regulatory agency and is not subject to the examination or reporting requirements of any such agencies.
9. The application of existing legal and regulatory requirements to cryptocurrency and our Services is developing and evolving. Clutch Wallet may rely on advice of counsel concerning the application of existing and new legal and regulatory requirements to its activities. This advice may require us to make sudden changes to our Services that may impact your ability to use our Services.
10. Clutch Wallet does not assume responsibility for any inherent risks associated with blockchain technology, including, but not limited to, design or implementation flaws that affect the operation of the Ethereum network.
11. Clutch Wallet makes no guarantee as to the functionality of the Ethereum network or dapp, which could, among other things, lead to delays, conflicts of interest, or operational decisions by third parties that are unfavorable to certain owners of cryptocurrency, or lead to your inability to complete a transaction using our Services.
12. You acknowledge and accept that the protocols governing the operation of the Ethereum network or dapps may be subject to sudden changes in operating rules which may materially alter the network, affect the value and function of a particular cryptocurrency or otherwise render you unable to conduct or complete transactions using our Services
13. Clutch Wallet does not assume responsibility for fundamental advancements in cryptography which could render inoperative cryptographic algorithms utilized by certain dapps or the Ethereum network.
14. Clutch Wallet makes no guarantee as to the security of the Ethereum network and is not liable for any hacks, double spending, stolen cryptocurrency, or any other attacks on the Ethereum network.
15. Clutch Wallet is not liable for any hacks or malicious attempts to obtain access to your Wallet. You alone are responsible for protecting your security information.
16. Clutch Wallet is not party to or responsible for any illegal activity or use of cryptocurrency through our Services or for any illegal transfers requested or authorized with your Wallet using our Services.

Your rights regarding the Services

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, and so forth (all of the foregoing, the “**Content**”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Clutch Wallet’s) rights. You are the sole owner of the cryptocurrency in your Wallet and may elect to extract your private key or otherwise transfer your cryptocurrency to another Wallet or platform.

You understand that, except with respect to any open source software or third-party software that the Services incorporate, Clutch Wallet owns the Services, including all technology or Content (including all intellectual property rights subsisting therein), and hereby grants you a limited, revocable, transferable, license to access and use those portions of the Services that are proprietary to Clutch Wallet. You acknowledge that the Services may use, incorporate or link to certain open-source components and that your use of the Services is subject to, and you will comply with any, applicable open-source licenses that govern any such open-source components (collectively, “**Open-Source Licenses**”). Without limiting the generality of the foregoing, you may not: (a) modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise use the Services in a manner that violates the licenses granted in these Terms or any other Open-Source Licenses.

Any of Clutch Wallet’s product or service names, logos, and other marks used as a part of the Services, including Clutch Wallet’s name and logo are trademarks owned by Clutch Wallet, its affiliates or its applicable licensors. You may not copy, imitate or use them without Clutch Wallet’s (or the applicable licensor’s) prior written consent.

Who is responsible for what I see and do on the Services?

Any third-party goods or services, information or content publicly posted or privately transmitted or made available through the Services is the sole responsibility of the person from whom such goods, services or content originated, and you obtain such goods or services and access all such information and content at your own risk, and we aren't liable for any errors or omissions or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You are also responsible for all your activity in connection with your use of the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Clutch Wallet. In other cases, third party websites or services may integrate with our Services. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Clutch Wallet is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize, as your use of those services is subject to those terms and policies.

Clutch Wallet has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, Clutch Wallet will not and cannot monitor, verify, censor or edit the content of any third-party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, financial transactions, and any other terms, conditions, warranties or representations associated with such dealings, are solely

between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Clutch Wallet shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants of the Services, or between users and any third party, you agree that Clutch Wallet is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Clutch Wallet, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Will Clutch Wallet ever change the Services?

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We reserve the right to remove any Content from the Services at any time, for any reason in our sole discretion, and without notice.

Do the Services cost anything?

At present, the Services provided by Clutch Wallet are free except for a 1% fee that is charged on all cryptocurrency swaps, and we reserve the right to change this fee in the future. We will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services.

What if I want to stop using the Services?

You're free to do that at any time; please refer to our Privacy Policy to understand how we treat information you provide to us after you have stopped using our Services.

Clutch Wallt is free to terminate or suspend access to. Clutch Wallet has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms. If we suspend your use of the Services, you may continue to access your Wallet directly or through other services not hosted by us.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us (if applicable) or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

What else do I need to know?

Warranty Disclaimer. Neither Clutch Wallet nor its licensors or suppliers make any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from Clutch Wallet or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY CLUTCH WALLET (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THE SECURITY ASSOCIATED USE OF, OR TRANSMISSION OF INFORMATION THROUGH, THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. Clutch Wallet shall not be liable for any action taken or omitted by it pursuant to, or in connection with, these Terms except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that Clutch Wallet's gross negligence or willful misconduct was the direct cause of any loss to you, and subject to the limitations set forth below.

Despite anything else stated in these Terms, Clutch Wallet shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or entity relating to:

- the ownership, validity or genuineness of any cryptocurrency;
- the collectability, insurability, effectiveness, marketability or suitability of any cryptocurrency;
- transactions you conduct or attempt to conduct using our Services; or
 - losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances beyond Clutch Wallet's control, including without limitation: the failure of the Ethereum network or dapp; acts of God; action or inaction of civil or military authority; public enemy; war; terrorism; riot; fire; flood; sabotage; epidemics or pandemics; labor disputes; civil commotion; interruption, loss or malfunction of utilities, transportation, computer or communications capabilities; insurrection; elements of nature; or non-performance by a third party.

Despite anything else stated in these Terms to the contrary, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL CLUTCH WALLET (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO

ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO CLUTCH WALLET IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law, You agree to indemnify and hold Clutch Wallet, its affiliates, officers, agents, employees, and partners harmless from and

against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your Wallet), and (b) your violation of these Terms or applicable law. In the event of such a claim, suit, or action ("**Claim**"), we will attempt to provide notice of the Claim to any contact information we have for you, if applicable (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without Clutch Wallet's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law; Arbitration. These Terms are governed by and will be construed under the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in New York County, New York, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Despite the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, New York County, New York, or the Southern District of New York. **Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND CLUTCH WALLET ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

Reporting Suspected Vulnerabilities. If you would like to report a vulnerability or have a security concern regarding our Interface, App, or other aspects of our Services, please e-mail hello@clutchwallet.xyz

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that Clutch Wallet may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the

minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Clutch Wallet agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Clutch Wallet, and that it

supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Clutch Wallet, and you do not have any authority of any kind to bind Clutch Wallet in any respect whatsoever.