



Terms of service

1. Parties

1.1. This agreement is between you ('You' or 'Your' in this agreement) and Guarda Company ('Guarda' in this agreement). Guarda is a Blockchain Platform which consists of a set of mobile, web, desktop applications, browser extension and website <https://guarda.co>. You acknowledge that any use of Guarda is subject to these Terms of Service.

1.2. It's your own responsibility to read the Terms of Service carefully before you start to use Guarda.

2. Definitions and Services offered

Guarda is an innovative cryptocurrency infrastructure, which consists of:

2.1. Guarda Mobile, Web and Desktop Light Wallet Applications

Guarda has created means for users to access and transfer ownership of virtual currency tokens (such as bitcoins) under the name "Guarda Wallet...". By entering into this agreement You will receive a license to use any of the Guarda Light Wallet Applications. You should only use the Guarda Light Wallet Application if you are familiar with virtual currencies. We highly recommend learning the basics of the specific virtual currency that You plan on using the Guarda Light Wallet Application before running the application.

2.1.1. You Own Your Private Keys

Guarda does not store user's private keys, backup phrases or passwords ("Private Information"). It is very important that You backup Private Information. If You lose Your Private Information then it will not be possible for Guarda to recover it for You and You may lose access to Your virtual currency tokens. If You do not understand the above paragraph then we strictly recommend that You learn more about virtual currencies (you can start with [What is a backup file?](#) and [What is a private key?](#)) before using the Guarda Light Wallet Application.

2.1.2. Transactions

The only authentic record of virtual currency transactions is the applicable virtual currency blockchain. The Guarda Light Wallet Application provides functionality that allows You to send virtual currency transfer instructions. Guarda does not guarantee that transactions You perform using the Guarda Light Wallet Application shall be stored in any virtual currency blockchain. You must ensure that Your transactions conform to the applicable rules of the virtual currency software. There may be transaction fees (e.g. mining fees) associated with Your virtual currency transactions that are required by the virtual currency system You engage with. Guarda shall not be responsible for any losses You incur due to transaction fees or losses that occur due to incorrectly set transaction fees (i.e. too low or high). Guarda does not have access to Your transactions (or anyone else's).

2.1.3. No Control Over Blockchains

Guarda is not the creator of and does not have any control over, any of the virtual currencies that the Guarda Mobile Light Wallet Application allows You to use.

2.1.4. Third Party Integrations

The Guarda Mobile, Web and Desktop Light Wallet Applications contain libraries developed by third parties. Guarda may provide third-party libraries to You as part of the Guarda Light Wallet Application solution but shall not be considered to be the owner or licensor of the third party libraries. Please refer to and respect the relevant third party licenses:

- Built-in exchange is supported by ChangeNow. The original terms of use are available at <https://changenow.io/>.
- Built-in coin purchase with a banking card in Guarda Web, Mobile and Desktop Light Wallet Application is supported by Simplex. The original terms of use are available at <https://www.simplex.com/>.
- All cryptocurrency rates available in the Guarda Web, Mobile and Desktop Light Wallet Applications are supported by CoinMarketCap and CryptoCompare. The original terms of use are available at <https://coinmarketcap.com/> and <https://www.cryptocompare.com/> respectively.
- User's balance and actual transaction history are supported by each cryptocurrency block explorer e.g. <https://btgexplorer.com/>, <https://etherscan.io/>, etc.

Although the Guarda Light Wallet Applications makes it easy to engage with the integrated third parties, Guarda shall not be responsible for any consequences stemming from Your use of third-party integrated services. If You require assistance with a third-party integration then You should contact the third-party.

2.2. Guarda Web-based Exchange

Guarda Web-based Exchange is provided by Guarda's partner: ChangeNOW. When making an exchange, you agree with Terms of Service of <https://changenow.io>. Guarda itself does not provide Web-based exchange service.

2.2.1. No Control Over Blockchains

Guarda is not the creator of and does not have any control over, any of the virtual currencies that the Guarda Exchange allows You to use.

2.2.2. Third Party Integrations

Guarda provides third-party services to You as part of the Guarda Web-based Exchange but shall not be considered to be the owner or licensor of the third-party libraries. Please refer to and respect the relevant third-party licenses: Guarda Web-based Exchange is supported by ChangeNow. The original terms of use is available at <https://changenow.io/>.

2.3. Guarda Web-based Cryptocurrency Purchase

Guarda Web-based Cryptocurrency Purchase with a banking card is supported by Simplex. The original terms of use are available at <https://www.simplex.com>.

2.4. Hardware Wallets

Hardware wallet device for Guarda Web-based Wallet is supported by: Ledger. The original Terms of Use is located at <https://www.ledger.com>.

2.5. Guarda Browser Extension

Guarda has created means for users to access and transfer ownership of virtual currency tokens (such as ethereum) under the name "Guarda Extension". Guarda Browser Extension is compatible with Google Chrome browser, distributed in [Chrome Webstore](#) and allows You to use cryptocurrency in decentralized applications (DApps).

2.5.1. You Own Your Private Keys

Guarda does not store user's private keys, backup phrases or passwords ("Private Information"). It is very important that You backup Private Information. If You lose Your Private Information then it will not be possible for Guarda to recover it for You and You may lose access to Your virtual currency tokens. If You do not understand the above paragraph then we strictly recommend that You learn more about virtual currencies before using the Guarda Browser Extension.

2.5.2. Transactions

The only authentic record of virtual currency transactions is the applicable virtual currency blockchain. The Guarda Browser Extension provides functionality that allows You to send virtual currency transfer instructions. Guarda does not guarantee that transactions You perform using the Guarda Browser Extension shall be stored in any virtual currency blockchain. You must ensure that Your transactions conform to the applicable rules of the virtual currency software. There may be transaction fees (e.g. mining fees) associated with Your virtual currency transactions that are required by the virtual currency system You engage with. Guarda shall not be responsible for any losses You incur due to transaction fees or losses that occur due to incorrectly set transaction fees (i.e. too low or high). Guarda does not have access to Your transactions (or anyone else's).

2.5.4. Third Party Integrations

The Guarda Browser Extension contains libraries developed by third parties. Guarda may provide third-party libraries to You as part of the Guarda Browser Extension solution but shall not be considered to be the owner or licensor of the third party libraries. Please refer to and respect the relevant third party licenses:

- Built-in exchange is supported by ChangeNow. The original terms of use are available at <https://changenow.io/>.
- User's balance and actual transaction history are supported by each cryptocurrency block explorer e.g. <https://btgexplorer.com/>, <https://etherscan.io/>, etc.
- All data related to decentralized applications (DApps) are supported by each decentralized application (e.g. <https://www.cryptokitties.co>).

3. User Obligations

You shall:

- a. be of the age of majority in Your local jurisdiction; and,
- b. be responsible for Your own virtual currency tokens; and,
- c. backup/write down Your "private key" and keep it private; and,
- d. carefully guard Your private keys in case of usage Guarda Mobile, Web and Desktop Light Wallet Applications and Guarda Browser Extension; and,
- e. ensure that Your device(s) are fully updated and do not contain viruses, malware or otherwise malicious software.

You shall not:

- a. deposit virtual currency tokens into addresses for tokens that are not supported by the Guarda Mobile Light Wallet Application; or,
- b. use Guarda in a manner likely to infer with other Guarda users or virtual currency nodes (e.g. excessive API calls or network spam); or,
- c. use Guarda in a manner contrary to Your local laws.

4. Limited Intellectual Property License

This agreement licenses Guarda services to You on a personal, non-exclusive, royalty-free, non-transferable, worldwide-basis, for the purpose of managing virtual currencies. You are not permitted to re-distribute any of Guarda services, modify any code or use any Guarda content, including images and text, as part of any other software or project of any kind. For partnership inquiries please contact us through <https://guarda.com/>.

5. Specifically Disclaimed Risks

Using virtual currency software necessarily entails many risks. Guarda specifically disclaims and shall have no liability to You for the following risks:

- a. operating system failures (mobile or desktop); and,
- b. eractions between Your hardware, software, and the Guarda; and,
- c. cloud backup software (e.g. certain Android distributions) may upload your private information to third party services; and,
- d. malware, viruses or other malicious software on Your device that is able to take control of or interfere with Guarda; and,
- e. communication delays between Your Guarda Mobile, Web or Desktop Light Wallet Application or Guarda Browser Extension and a node or relay services for a virtual currency (and vice versa); and,

f. failure to achieve a certain market value/price for a virtual currency token, whether through a third-party service or any other kind of transaction; and, theft of virtual currency tokens.

6. No Warranty

Guarda is provided to You at no cost, "as-is " and without any warranty whatsoever, to the maximum extent permissible by law. Without limiting the generality of the foregoing, Guarda does not warrant that Guarda is fit for Your purpose, even if You have previously provided notice of Your intended purpose, and does not warrant that Guarda will operate in a bug-free manner.

7. Limitation of Liability

Guarda's liability to You shall not, under any circumstances, exceed the greater of:

- the US dollar value of 0.005 BTC; or
- USD 50.

8. Indemnity

You agree to indemnify Guarda against any claims, damages, losses or legal fees incurred due to Your use (or misuse) of Guarda.

9. Non-Waiver

No action or inaction on the part of Guarda shall be considered a waiver of any right or obligation by Guarda.

10. Amendment

This agreement may be amended by Guarda by providing You with 30 days notice of any proposed change. If You do not agree to the amended terms then Your sole remedy shall be to cease using Guarda.

11. Assignment

You may not assign this agreement. Guarda may assign this agreement to 11 days notice.

12. Governing Law and Choice of Forum

This agreement shall be governed by the laws of Estonia. Any disputes related to this agreement or Guarda shall be heard in the Harju County Court (Harju Maakohus) in Tallinn, Estonia.

13. Entire Agreement

This is the entire agreement between the parties and supersedes any other agreement, representations (or misrepresentations), or understanding, however, communicated.

Guarda

Web Wallet	Chrome Extension
Mobile Wallet	Instant Exchange
Desktop Wallet	Buy crypto
Shielded Wallet	Token Generator
Crypto Loans 	Blockchain Domains
Guarda + Ledger	AML Check

Coins

45+ chains & 10K tokens	XRP Wallet
BTC Wallet	BSV Wallet
LTC Wallet	ADA Wallet
ETC Wallet	XMR Wallet
USDT Wallet	XTZ Wallet
ETH Wallet	EOS Wallet
BCH Wallet	Listing request 

Company

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Payment Deeplink
Open-Source Wallets
Extension API 
Mnemonic Converter 
Backup Decoder 

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Guardarian OÜ (reg. number 14320990), whose registered office is Viru väljak 2, Kesklinna district, Tallinn city, Harju county, 10111. Guardarian OÜ is authorised by Estonian Financial Intelligence Unit (FVR000109) for a virtual currency against a fiat currency exchange service.

