



Smart Vault Agreement

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Quote created by: 21st Capital

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Comments from 21st Capital

The deposit below is a **non-refundable payment** for your Smart Vault Tier. Depending on your selected tier, the yearly fee may exceed this deposit, with any remaining balance due upon completion of your onboarding session with our team.

Products & Services

Item & Description	Quantity	Unit Price	Total
Smart Vault Tier Deposit Final Amount Subject to Calculation During Onboarding	1	\$750.00	\$750.00
	One-time subtotal		\$750.00
	Total		\$750.00

Purchase terms

Smart Vault Agreement

This Smart Vault Agreement ("Agreement") is made between **21st Capital** ("Service Provider," "we," "our," or "us") and the individual ("Subscriber," "you," or "your") who agrees to these terms by accepting them electronically on our website.

By subscribing to our Smart Vault service, you acknowledge that you have read, understood, and agree to be bound by this Agreement, including our Terms and Conditions, which are incorporated by reference into this Agreement.

Definitions

Descriptor: As part of this agreement, the Subscriber will create and maintain a "Descriptor," which functions as a detailed map of their Smart Vault. Without the Descriptor, access to the vault is impossible, even if the Subscriber retains some or all of their private keys. It is crucial to securely store a copy of the Descriptor, as it is required to make transactions on the Smart Vault. During the onboarding process, 21st Capital will ask the Subscriber how they prefer their Descriptor to be stored.

While 21st Capital will not store the Descriptor for the Subscriber, we will offer the Subscriber the option of using a trusted third-party service provider to securely hold a copy of the Descriptor in case of loss. In the event of recovery or inheritance, it is strongly recommended that the Descriptor be stored with a trusted third party, known to 21st Capital. Without the Descriptor, neither the Subscriber nor 21st Capital can sign transactions or move funds, even if all private keys are available.

UTXO: Unspent Transaction Output, a fundamental concept in Bitcoin, representing the amount of cryptocurrency left after a transaction. Each UTXO represents the remaining balance that can be spent by the owner in future transactions.

1. Overview of the Smart Vault Service

1.1. Collaborative Custody Model: The Smart Vault operates on a collaborative custody model where 21st Capital holds one key and the Subscriber holds two keys. Two keys are required to move funds, meaning 21st Capital cannot move any funds without the Subscriber's explicit authorization.

1.2. Rescue Service Activation: If the Subscriber loses both of their keys, the Rescue Service feature can be activated, allowing an alternative custody model to be implemented based on the Subscriber's predefined setup. Even if the Rescue Service leads to 21st Capital holding a majority of the keys, 21st Capital neither has the legal authority nor the technical capability to move funds without the Subscriber's Descriptor, unless explicitly authorized by the Subscriber.

1.3. Delayed Activation: The Rescue Service key is activated only after a specific number of Bitcoin blocks have been mined, reflecting a passage of time (typically a maximum of 65535 blocks, or about 15 months). This countdown can be adjusted during the setup process. The delay is enforced per UTXO and cannot be bypassed.

1.4. Security Verification: Before commencing the service, 21st Capital may request identity verification to ensure the Subscriber's security. Additionally, whenever 21st Capital is required to sign a transaction, the Subscriber may need to answer security questions established during setup to confirm they are not under duress.

In the event of the Subscriber's death or incapacitation, each designated heir will also be required to undergo identity verification and may need to answer similar security questions. This process ensures that heirs are acting in accordance with the Subscriber's wishes before any transaction is signed or transfer of control occurs.

2. Subscription Tiers and Fees

2.1. Fixed Yearly Fee Calculation Based on Exchange Rate:

The fixed yearly fee is calculated based on the Bitcoin exchange rate at the time of subscription and is recalculated annually at the start of each year based on the updated exchange rate. The applicable percentage for each tier is as follows:

- **Tier 1:** 0.10 - 1.00 BTC - 1.25%
- **Tier 2:** 1.01 - 10.00 BTC - 0.5%
- **Tier 3:** 10.01 - 50.00 BTC - 0.35%
- **Tier 4:** Greater than 50.01 BTC - 0.25%

Example Calculation:

If a Subscriber falls into **Tier 1** with 0.5 BTC and the BTC-USD exchange rate is \$60,000, the holdings value would be \$30,000. Applying the 1.25% fee results in an annual fee of \$375, or \$31.25 per month.

Here's the revised version of the paragraph with the requested changes:

2.2. Tier Lock and Semi-Annual Review:

Tier changes are locked in for one year based on the Subscriber's holdings and the exchange rate at the start of the contract. The fee paid for the year will remain fixed for the entire duration of the annual subscription.

21st Capital will conduct a semi-annual review to refresh the Subscriber's Bitcoin holdings and verify their keys. This review ensures the Subscriber's holdings remain secure and their service experience is optimized.

During the 6-month review, 21st Capital will:

- Review the Subscriber's experience with the service, and
- Verify current Bitcoin holdings and the security of their keys.

No changes to the tier or fees will be made during the annual subscription period.

2.3. Disclosure of Holdings:

If the Subscriber declines to disclose their exact Bitcoin holdings, 21st Capital will assume the highest possible amount for the chosen tier. For example, if the Subscriber is in **Tier 1** but does not disclose their holdings, the fee will be calculated based on a 1.0 BTC holding, the maximum for that tier.

2.4. Recovery Process and Penalties:

If the Subscriber requires a recovery or co-signing process after the trial period ends and has not subscribed to the Smart Vault service, a penalty of 10% of their total holdings at the time of recovery will apply. This penalty also applies if 21st Capital lacks the necessary information about the Subscriber's holdings due to non-disclosure.

Subscribers who provide their Descriptor to a designated service provider agree that 21st Capital may request information from that service provider to accurately calculate subscription fees or penalties as applicable.

2.5. Deposit and Onboarding Fee Clarification:

The deposit paid for your Smart Vault Tier is a non-refundable amount that secures your subscription and applies toward your selected tier. Depending on your tier and the current pricing outlined at 21stcapital.com/pricing, an additional onboarding fee may or may not be required. The final yearly fee, which could exceed your deposit based on your tier, along with any applicable onboarding fee, will be confirmed during your onboarding session with our team. Any remaining balance beyond the deposit is due upon completion of onboarding. For the most up-to-date pricing details, please refer to 21stcapital.com/pricing.

3. Subscription Term and Termination

3.1. Subscription Term:

The initial subscription period is 1 year. After the first year, the subscription automatically renews for another full year. However, starting in the second year, the Subscriber has the right to cancel the agreement on a month-to-month basis with at least 2 weeks' notice.

3.2. Trial Period

Subscribers are eligible for a 30-day trial period starting from the date their Smart Vault setup is successfully completed and activated. During this trial period, the Subscriber will have full access to their Smart Vault and all its features without incurring any yearly subscription fee.

The trial period lasts exactly 30 calendar days. For example:

- If onboarding is completed on the **25th**, the trial will end on the **24th of the following month**.
- If onboarding is completed on the **3rd**, the trial will end on the **2nd of the following month**.

At the end of the trial period, the annual subscription will automatically begin on the 31st day, and the applicable yearly fee will be charged according to the Subscriber's tier. Subscribers wishing to cancel must notify 21st Capital at least 24 hours before the trial period ends to avoid being charged.

Even if the Subscriber cancels within the trial period, they will retain access to their Smart Vault until the end of the 30 days. However, after the trial period ends, Subscribers who are not subscribed to the service will be subject to a 10% penalty on their total holdings if they require a recovery or co-signing service.

3.3. Termination:

The Subscriber is committed to the first 12-month period. After the first year, the Subscriber may terminate the service on a monthly basis with 2 weeks' notice. Upon termination, any fees already paid for the remainder of the current year will be refunded.

3.4. Effect of Termination:

Upon termination, the Subscriber retains full control of their keys and is responsible for transferring funds from the Smart Vault. 21st Capital will cease all services, including transaction signing or activation of the Rescue Service.

4. Liability and Disclaimer

4.1. No Authority Over Funds:

21st Capital does not have the legal or technical authority to move Subscriber funds unless explicitly authorized by the Subscriber, even if the Rescue Service is activated.

4.2. Penalty for Non-Disclosure:

If the Subscriber fails to disclose their holdings and later claims recovery or inheritance, 21st Capital reserves the right to impose a penalty of 10% of the Subscriber's total holdings at the time of recovery.

4.3. No Financial Advice:

21st Capital provides technical and custodial services only. The Subscriber is solely responsible for financial decisions related to their holdings. 21st Capital does not offer financial, legal, or investment advice.

4.4. No Liability for Unauthorized Transactions:

21st Capital is not liable for unauthorized transactions. The Subscriber is responsible for verifying the accuracy of the Bitcoin addresses provided in any transaction requiring 21st Capital's signature.

5. Amendments to the Agreement

Any amendments or changes to this Agreement will only be valid if agreed to in writing by both parties. No modifications, waivers, or amendments will take effect unless they are documented in writing and signed by authorized representatives of both 21st Capital and the Subscriber.

6. Acceptance of Terms

By digitally accepting this Agreement, you confirm that you:

- Have read and understood the Agreement, including the subscription fees and terms.
- Acknowledge that 21st Capital is not liable for unauthorized transactions or security breaches.
- Understand that 21st Capital cannot move funds without your explicit authorization.

For further details, please refer to the full [Terms and Conditions](#).

21st Capital

Effective as of February 1st, 2025

By clicking "I Agree," you confirm that you accept these terms and are legally bound by the provisions outlined in this Agreement.

Questions? Contact me



21st Capital

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