

# EVAA Protocol

## Terms of Use

Dated 19th of January 2025

### 1. Introduction

1.1 These Terms of Use ("**these Terms**" or "**Terms**") are applicable and binding in relation to any and all elements and contents accessible through <https://evaa.finance>, <https://App.evaa.finance>, <https://t.me/EvaaAppBot/app> and/or its software protocol maintainer and user interface manager TON LENDING FOUNDATION (collectively, the "**Platform**") and regulate your accessing, registering, downloading, using, clicking, interacting with any tools, software (including any smart contract through any interface, directly or indirectly) and information made available through the Platform.

1.2 Please read these Terms together with the provisions set forth in our Privacy Policy carefully before using this Platform. By using the Platform in any capacity, you, the user ("**You**" or the "**User**") agree that: (i) you have read and familiarized yourself with these Terms; (ii) you understand these Terms; and (iii) you agree to be bound by these Terms when using this Platform. If you do not agree to these Terms, you should immediately stop using this Platform. You and the Platform are each a "**Party**" or together the "**Parties**".

1.3 The Platform's manager reserves the right to modify or amend these Terms, or any content on the Platform from time to time, including for security, legal or regulatory reasons, to reflect updates or changes to the service or functionality of the Platform. You are advised to check these terms periodically to ensure that you are aware of and are complying with the most current version. Changes are binding on users of the Platform and will take effect immediately from the posting of the revised documentation on the Platform. You agree to be bound by such variation and your continued use of the website, tools and information made available shall constitute your explicit and de-facto acceptance of such variation.

1.4 The Platform's manager will indicate that the Terms have changed by uploading new Terms with an updated date. You accept that by doing so, the Platform has provided you with sufficient notice of such change. You are encouraged to seek professional advice regarding any tax and legal requirements with which you must comply in relation to you being a user of the Platform, and any therein accessible software, interface, tool and service.

1.5 You acknowledge and confirm that you have read, understood, and agreed to the provisions stipulated in the Privacy Policy, which shall explain how the Platform treats your information and protects your privacy when accessing or using it. By accessing the Platform, you hereby agree that it may collect and use your information provided as set forth in the Privacy Policy.

### 2. Your use of the Platform

2.1 The Platform gives You access to certain non-custodial web dApps, smart contracts or UX/frontends that interface with a set of decentralised smart contracts that can be

deployed on the TON network, but also on different networks and blockchains (the "Platform").

2.2 The Platform is under constant development, striving for decentralization and fair access, either directly or by engaging one or more connected, related or independent developers and services providers ("**Service Providers**").

2.3 The Platform may integrate third-party services of convenience into its user interface (the "**Third-party Services**"). In such cases, this will be clearly highlighted by wording and/or graphical elements. The Platform and/or its manager declines any responsibility over these third-party services, or their access/link to the Platform and You use them at your sole risk, acknowledging that you read and accepted any relevant terms and conditions of the actual provider of such service.

2.4 You will comply with all domestic and international laws, statutes, ordinances and regulations applicable to your access and use of the Platform and you will not use either for any unlawful purpose.

2.5 You shall be responsible for obtaining the data network access necessary to use the Platform. Your network's data and rates and fees may apply if you access or use the Platform from a wireless-enabled device, and you shall be responsible for such rates and fees.

2.6 You shall be responsible for acquiring and updating compatible hardware or device necessary to access and use the Platform. In addition, the Platform and any Third-Party Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

2.7 As electronic services are subject to interruption or breakdown, access to the Platform and the Platform is offered on an "as is" and "as available" basis only;

2.8 The Platform cannot be accessed or used in any way by any individual citizen or resident or corporation resident or permanently established in the United States of America or any U.S. territory. The Platform further reserves the right to limit the availability of the Platform to any person, geographic area or jurisdiction at will and/or terminate Your access to and use of the Platform, at any time and in its sole discretion, including through the use of IP filtering, VPN blacklisting and GPS-based geofencing systems; and

2.9 The Platform may, in its sole discretion, impose limits or restrictions on the use you make of any portion of it. Further, for commercial, security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms, the Platform may withdraw the Platform itself and/or Your access to any portion of the Platform at any time and without notice to You.

2.10 You can only access the Platform by connecting one or more of your own decentralised self-custodial wallets (the "Wallets"). The Wallets are third-party software services of your choice and the Platform declines any and all liabilities for any failure, error, fault, vulnerability of the Wallets themselves or when they interact with the Platform, including if and when any such failure, error, fault or vulnerability results in partial or also total loss of any digital assets, tokens or cryptocurrencies within the Wallets or while they are being transferred from the Wallets to the Platform.

### **3. Intellectual Property**

3.1 All remarks, suggestions, ideas, materials or other information provided by you through the Platform will forever be the Platform's and its manager's sole intellectual property.

3.2 The Platform and its manager own all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the Platform, unless covered by any open-source software licence, in which case such licence's terms will be followed as appropriate.

3.3 The Platform does not warrant or represent that the content of the Platform does not infringe the rights of any third party.

### **4. Prohibited Uses**

4.1 The Platform will strive to do not accept deposits or interactions to the Platform from the following known addresses:

- (a) Mixing services which attempt to obfuscate the source of funds;
- (b) Centralised or decentralised exchanges which do not perform Know Your Customer (KYC) screening as part of their onboarding process;
- (c) Any amount of funds from gambling or e-gaming sites; and,
- (d) Any amount of funds known to belong to darknet marketplaces.

The Platform retains the right to deny transactions to certain wallets as necessary upon receipt of deposits from these sources, and to ask any user of the Platform or controller of a specific wallet address to provide full KYC information if required to do so by any relevant governmental, investigative, regulatory or judicial authority. Any attempt to circumvent these policies may also result in similar actions.

### **5. Representations and Warranties**

5.1 You hereby make the following representations and warranties:

- (a) You are the exclusive owner of any digital assets that you will use to interact in any way with the Platform;
- (b) You validly undertake any actions or enter into any transaction with regard to these Terms;
- (c) The digital assets that you will use to interact with the Platform shall not be derived from money laundering, terrorist financing, fraud, or any other illegal activities under any applicable law;
- (d) You shall understand and be aware of risks associated with accessing or using the Platform and any Third-Party Services and you shall be fully liable at your own risk, including up to total loss of any digital token interacting with the Platform, including when they interact with your controlled Wallets;
- (e) You shall use the Platform in good faith and shall not use any of its elements for the purpose of concealing, or disguising the origin or nature of the proceeds derived from illegal or criminal

activities in any applicable jurisdiction;

(f) You shall be aware of how You are subject to Tax regulation in your jurisdiction and You shall be fully responsible for any filing/reporting and paying of any tax, duty or other administrative payment as required by any applicable law or regulation. The Platform shall not be responsible to compensate you for your tax obligations or advise you in relation to your tax issues. Any uncertainties and unpredictable matters in tax legislation with respect to digital assets may expose you to unknown or unforeseeable tax implications, for which the Platform shall have no liability. Furthermore, you shall hold the Platform harmless from any expenses and losses, resulting from any unknown or unforeseeable tax implications;

(g) You shall not breach any terms stipulated in these Terms, and the Privacy Policy, or any applicable laws and regulations in any relevant jurisdictions;

(h) You shall not interfere, intercept, or expropriate the Platform and/or its network system, data, or information;

(i) You shall defend, indemnify, and hold harmless the Platform, its affiliates, related or connected entities, each of their respective employees, officers, directors, representatives and beneficial owners from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees), arising out of or relating to any third-party claim concerning these Terms, or your use of the Platform in violation of these Terms and any applicable law or regulation;

(j) You understand and acknowledge that the Platform is not a regulated financial or payment service of any kind and in any jurisdiction. Any financial sounding terms found in the Platform are used only as a basic reference, without any effective or legal meaning of the same terms in a regulated and/or traditional financial environment and/or context.

(h) the Platform will not be liable in any way and for any reason should the User interact with an unofficial software fork of any kind, or any alternative version of the Platform built by third-parties on the base of any publicly available component of the Platform's source code.

5.2 Each of the representations and warranties in these Terms shall survive and continue to have full force and effect after the execution of these Terms.

5.3 The Platform makes no representation, warranty, or guarantee to you of any kind. Access and usage of the Platform are offered strictly on an as-is basis and, without limiting the generality of the foregoing, they are also offered without any representation as to merchantability or fitness for any particular purpose, either by themselves or when interacting with any Third-Party Service or any of the Wallets.

## **6. Risk Disclosure**

By accessing or using the Platform, you expressly acknowledge and assume the following risks:

6.1 Risk of loss in value as digital assets are not issued by any central banks or national, supra-national, or quasi-national organizations. They are also not backed by any hard assets or other credit. The value of digital assets is affected by several factors, including but not limited to:

(a) the total number of digital assets in existence;

(b) the continued willingness of market participants to exchange government-issued currency for digital assets;

- (c) purchasers' expectations with respect to the rate of inflation of fiat currencies;
- (d) purchasers' expectations with respect to the rate of deflation of cryptocurrencies, interest rates, currency exchange rates, cyber theft of cryptocurrencies from online digital wallet providers or news of such theft from such providers or individuals' digital wallets;
- (e) investment and trading activities of large investors;
- (f) monetary policies of the governments;
- (g) trade restrictions;
- (h) currency devaluations and revaluations;
- (i) regulatory measures; or
- (j) the global or regional political, economic or financial events and situations.

All these factors may affect the value of digital assets, which may result in the permanent, partial or total loss of the value of a particular digital asset. No one shall be obliged to guarantee the liquidity or the market price of any of the digital assets You use to interact with the Platform. The volatility and unpredictability of the value of digital assets relative to government-issued currency may result in a significant loss over a short period of time.

6.2 The regulatory regime governing digital assets and the regulatory framework relating to digital assets remains unsettled, and any laws, regulations, or guidelines may be significantly revised and amended which shall materially and adversely affect the value of digital assets.

6.3 The Platform may experience system failures, unplanned interruptions in their network or services, hardware or software defects, security breaches or other causes that could adversely affect the Platform's infrastructure network. the Platform is unable to anticipate when there would be the occurrence of hacks, cyber-attacks, mining attacks, including but not limited to double-spend attacks, majority mining power attacks and selfish-mining attacks, re-entrancy attacks, distributed denials of service or errors, vulnerabilities or defects in any component of the Platform or any related technology or software, including but not limited to smart contract technology and/or any software compilers used. the Platform is unable to detect these hacks as mentioned earlier, mining attacks, cyber-attacks, re-entrancy attacks, distributed denials of services errors vulnerabilities or defects in a timely manner and does not have sufficient resources to efficiently cope with multiple services incidents happening simultaneously or in rapid succession. In addition, the Platform could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of its services, such as disruptions caused by software viruses or attacks by unauthorized users, some of which are beyond the Platform's control. Although the Platform has taken steps against malicious attacks, there can be no assurance that cyber-attacks, such as distributed denials of service, shall not be attempted in the future, and that the Platform's enhanced security measures shall be effective. Any significant breach of the Platform's security measures or other disruptions resulting in a compromise of the usability, stability and security of the Platform's network or services, including the Platform, may adversely affect also any related digital token, digital asset or cryptocurrency, including when stored in the Wallets.

6.4 The Platform shall have no liability for any delay, error, interruption or failure to perform any obligation under these Terms where the delay or failure is directly or indirectly resulting from any causes beyond the Platform's control, including but not limited to:

(a) Acts of God, nature, court of government;

(b) Failure or interruption in public or private telecommunication networks, communication channels or information system;

(c) Acts or omission of acts of a party for whom we are not responsible;

(d) Delay, failure or interruption in, or unavailability of, third-party services; or

(e) Strikes, lockouts, labour disputes, wars, terrorist acts and riots.

(f) Global pandemics and other public health emergency crises.

6.5 You understand and agree that you use the Platform at your sole, exclusive and own risk. This clause is not exhaustive and does not disclose all the risks or potential risks that may be associated with digital assets and the use of the Platform. You are strongly recommended to carefully consider whether such use is suitable for you in light of your circumstances and financial position.

## **7. Limitation of Liability**

7.1 Notwithstanding any provision contained within these Terms, in no event, shall either Party be liable to the other for any type of incidental, special, exemplary, punitive, indirect or consequential damages, including but not limited to lost revenue, lost assets (digital or otherwise) lost profits, replacement goods, loss of technology, loss of data, or interruption of loss of use of service or equipment, even if such Party was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict liability or otherwise.

7.2 the Platform and/or of its affiliates, connected or related companies (if any) shall not and shall never be liable for:

(a) your own management or performance of your owned digital assets (including any reduction in the value, even if up to a total loss); or

(b) any taxes or duties payable in whatever respect of your digital assets.

7.3 Except as expressly provided in these Terms, to the maximum extent permitted by any applicable law or regulation, the Platform disclaims all other representations or warranties, express or implied, made to you, your affiliates or any other person, including without limitation any warranties regarding the quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade) of any service or any goods provided incidental to the Platform under these Terms. The liabilities of the Platform in respect of representations and warranties that are excluded under these Terms, at the Platform's sole option, is limited to any one of resupplying, replacing or repairing or paying the cost of the resupplying, replacement or repairing or paying the cost of resupplying the functions of the Platform in respect of which the breach occurred. In no event will the aggregate liability to the Platform for any loss or damage arising in connection with the Platform exceed the fees levied by the Platform, if any, during the twelve (12) month period immediately preceding the event giving rise to the claim for liability. The foregoing limitations of liability shall apply to the fullest extent permitted by any applicable law or regulation.

7.4 The Platform shall have no liability for any Third-Party Services providers to You or Your use, ownership or interaction with any Wallets. the Platform makes no representations or warranties whatsoever, expressed or implied, as to the accuracy, totality, timeliness, appropriateness,

suitability, or vigour for any purpose or use of such Third-Party Services or Wallets, products, services and information, customer and technical support or web presence or any of their presentations or representations. You shall acknowledge and agree that the Platform shall not be liable in any way for the use of such Third-Party Services, such as third-party Wallets.

## **8. Indemnification**

8.1 You irrevocably undertake to fully indemnify and hold harmless the Platform from and against any and all losses, claims, actions, proceedings, damages, demands, judgements, sums, liabilities, damages, costs, charges and expenses, including but not limited to any reasonable attorney's fees, or penalties imposed by any regulatory authority, and reimbursements arising out of or related to the following situations:

(a) your use of the Platform;

(b) your breach of or our enforcement of these Terms;

(c) your violations of any applicable laws, regulation, or rights of any third party during your use of the Platform. If you are obligated to indemnify the Platform, it shall have the right, at its sole discretion, to control any action or proceeding and to determine whether the Platform wishes to proceed, or settle, and if so, on what terms or provisions.

## **9. Termination**

9.1. These Terms shall be immediately terminated and not applicable to You if at any moment You do not use or interact with the Platform with any of your owned or controlled digital tokens, assets, cryptocurrencies or Wallets.

## **10. No Financial Advice; No Legal Advice**

10.1 The Platform is not nor it intends to be your broker, intermediary, agent, or legal advisor and has no fiduciary relationship or obligation to You in connection with any decisions or activities effected by You using the Platform.

10.2 No communication or information provided to you by the Platform or within the Platform is intended as or shall be considered or construed as, investment advice, financial advice, legal advice, or any other sort of advice.

10.3 the Platform shall not be liable for the decisions you make to access or use the Platform.

## **11. Governing Law**

These Terms and the rights and obligations arising out of them or the access/use of the Platform shall be governed by and construed in accordance with the laws of the Republic of Panama. The Courts of Panama City shall have exclusive jurisdiction to hear and determine any action or proceeding arising out of or in connection with these Terms and for that purpose both Parties irrevocably submit to the jurisdiction of the Courts of Panama City.

## **12. Miscellaneous**

12.1 **Severability:** If any provisions of these terms are found by the court of competent authorities to be invalid, void, unlawful or unenforceable under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

12.2 **Variation of Terms:** the Platform has the right to revise these Terms, at its sole discretion at any time, and by using the Platform, you shall be expected to review such Terms regularly to ensure that you understand all provisions stipulated in these Terms.

12.3 **Assignment:** the Platform shall be allowed to assign, transfer, and subcontract its right and/or obligations under these Terms without any notification or your consent required. You shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms without the prior written consent of the Platform.

12.4 **Entire Agreement:** These Terms, including the Privacy Policy and any rules written or contained on the Platform, constitute the sole and entire agreement between the Platform and You with respect to your use of the Platform and supersede other prior or contemporaneous negotiations, discussions, agreements, understandings, representations, and warranties, both written and oral, between the Platform and you with respect to such subject matter.

12.5 **No Third-Party Rights:** Nothing in these Terms shall be deemed to create any rights in any creditors or other persons, not a party hereto, and these Terms shall not be construed in any respect to be a contract in whole or in part for the benefit of any third parties.

12.6 **Waiver:** The failure of one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter. At the same time, the waiver of one Party to seek recovery for the other Party's violation of these Terms of any provisions of applicable terms shall not constitute a waiver by that Party of any subsequent breach or violation by the other Party or of the provision itself.