

# Terms of Service

Last updated: September 31st, 2021

Please read these Terms of Service ("**Terms of Service**", "**Terms**") carefully. This is a contract between you and EVIS. References in these Terms to "EVIS", "we", "our" or "us", are to EVIS and references to "you", "your", "customer" or "user" are to the person with whom EVIS enters into these Terms.

These Terms will apply to your use of EVIS Services. "Services" refer individually and collectively to EVIS website at [evis.market](https://www.evis.market) ("**Web**") and EVIS Mobile Wallet (each, an "**Application**"), EVIS Extension ("**Extension**") on Chrome and Firefox browsers and the related services as well as all written or digital materials including software, data, text, audio, video, images, trademarks, graphics, or other content ("**Content**") supported by EVIS Application.

We may refer to collectively the Web, Applications, the Extension as the "EVIS".

## 1. Introduction

1.1 These Terms of Service set forth the legally binding terms for your use of the Services. By using the Services supported by EVIS, you consent and accept that you have read and comprehend these Terms of Service which are applicable to you. These Terms of Service and the EVIS policies constitute a legal compromise between you and EVIS. These Terms of Service apply to your use of the Services provided by EVIS. If you do not agree to the Terms of Service please do not use or continue using the Web, App, Extension or the Services and cease using our Services immediately.

BY AGREEING TO THESE TERMS OR USING EVIS SERVICES, YOU REPRESENT TO US THAT YOU ARE LEGALLY COMPETENT TO ENTER INTO AND BE BOUND BY THESE TERMS.

IF YOU ARE AGREEING TO THESE TERMS OR USING EVIS SERVICES ON BEHALF OF YOUR EMPLOYER, YOUR ACCEPTANCE OF THESE TERMS IS DEEMED AN AGREEMENT BETWEEN YOUR EMPLOYER AND EVIS AND YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND YOUR EMPLOYER TO THESE TERMS.

1.2 EVIS reserves the right to amend any portion of these Terms of Service at any time. Such amendments are effective immediately upon posting on our Web, Applications and Extension and apply to all access to and continued use of our Services and each component of the EVIS. It is your responsibility to review the Terms of Service regularly. Your continued use of EVIS and/or our Services after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.

1.3 You hereby acknowledge and agree that when you use EVIS any third-party terms or agreements may apply to your use. For example, when you use our mobile Applications, the terms and conditions of the respective mobile applications marketplaces (like App Store or Google Play) may additionally apply to your use.

### 1.4 Intellectual Property Rights

We are the owner of all intellectual property rights in the Site and the material published on them. These works are protected by copyright laws and all such rights are reserved.

[www.evis.market](https://www.evis.market) is the uniform resource locator ('URL') of EVIS. You will not make use of this URL (or any other URL owned by us) on another website or digital platform without our prior written consent.

You agree not to monitor, use or copy our web pages without our prior consent. Any unauthorised use or reproduction may be prosecuted.

You will retain ownership of all copyright in data you upload or submit to the Site. You grant us a worldwide, royalty-free, irrevocable licence to use, copy, distribute or publish and send this data in any manner.

## 2. Services Eligibility

2.1 By using the Services, you represent and warrant that:

2.1.1 You have the legal capacity to accept and enter into these Terms and that you are at least eighteen (18) years old and are able to form legally binding agreements. You cannot enter into these Terms if you are below eighteen (18) years old;

2.1.2 You will only use the Applications, the Extension, the Web and Services for their intended and lawful purposes;

2.2 If you are using our Services on behalf of a legal entity, you further represent and warrant that: (a) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;

(b) you are duly authorized by such legal entity to act on its behalf. You can only use our Services if permitted under the laws of your jurisdiction. Please make sure that these Terms are in compliance with all laws, rules, and regulations that apply to you.

By using EVIS, you represent and warrant that you meet all eligibility requirements that we outline in these Terms. EVIS and any of its components are not intended for use in any jurisdiction where such use is not permitted. You are responsible for compliance with the local laws of your jurisdiction. We may still refuse to let certain people access or use EVIS, however, and we reserve the right to change our eligibility criteria at any time.

### 3. Use of The Services

#### 3.1. Users' Privacy

Users' Privacy is our most important priority. Please visit our Privacy Policy to ensure that you fully comprehend our firm commitments to maintain your privacy. By visiting our Website, downloading and using our Applications, Extension, and our other services, you consent to the collection, use, reproduction, hosting transmission, and disclosure of any such user content submissions abiding with our Privacy Policy.

#### 3.2 Digital Assets and the Services

##### 3.2.1 Users' Wallets and Digital Assets

EVIS allows its users to access and manage multi-source and multi-chain digital blockchain-based assets ("Digital Assets") by creating many different "wallets" at different blockchains via our Application and Extension at the same time. Your wallets, Digital Assets, and cryptocurrencies are completely in your own control. You are the one and only one responsible for manipulating your fund to perform any transfers of Digital Assets. We cannot interfere with any of your Digital Assets storage and transactions from your wallets in any case.

EVIS does not maintain any blockchain wallets (either single-chain or multi-chain like), and it does not act as a custodian of user's Digital Assets even if any such blockchain wallet was created via EVIS. You hereby acknowledge and agree that EVIS has no liability for or control over the safety, suitability, quality, delivery, legality or other aspects of any of your Digital Assets.

##### 3.2.2 Managing Your Keys, Passwords, and Security

EVIS does not control any of your account passwords, personal identification numbers (PINs), wallet private keys, passphrases for your blockchain wallets as well as any other codes that you deploy to have access to the Services provided by EVIS. It is your responsibility to keep safe and guard any of your account passwords, personal identification numbers (PINs), wallet private keys, passphrases. You take full responsibility for keeping your own security information confidential. If you employ a third organization to store your private key(s), whether or not such appointments are made through the Services (e.g., through a key recovery service), EVIS is not responsible for the actions or omissions of such a third party.

#### 3.3 Interaction with Protocols

3.3.1 When we provide you with the functionality of interaction with technically supported decentralized protocols ("Protocols"), including, but not limited to, swaps, liquidity, lending protocols, all transaction and/or order matching, clearing, settlement and filing happen in a complete decentralized fashion through the Protocol operated at the peer-to-peer model. You hereby acknowledge and agree that we do not execute the exchange of Digital Assets, cryptocurrencies and tokens. You do not interact with us when you perform swaps or interact with liquidity or lending pools, rather you interact with a Protocol directly.

3.3.2 We do not own or control the underlying software which governs the operation of Protocols, even technically supported by EVIS.

3.3.3 You hereby acknowledge and agree that we have no liability to any claims or damages that may arise as a result of any actions or transactions that you engage in while interacting with Protocols through EVIS.

3.3.4 You acknowledge that the functionality of Protocols is experimental in nature. Protocols you interact with and rely on, are third party software applications. We make no representations or warranties of any kind regarding these third-party applications, including but not limited to representations and warranties of compliance, availability, or security. We make no representations or warranties that Protocols are compliant with laws of any jurisdiction, and you

are solely responsible for making any such determination with respect to your interaction with such Protocols.

3.3.5 Your interaction with Protocols can be subject to or can incur fees, including fees of such Protocols or liquidity providers, or application of interest rates by Protocols.

#### 3.4 Product Updates

3.4.1 EVIS reserves the right to make unscheduled deployments of changes, updates, or improvements to the Services at any time. We may add or remove any functionalities or features, and we may discontinue the Services altogether. When a new version of the Application or Extension is launched, we may send you notifications in the Application and the Extension as well as a post on Social Media channels. Therefore, if you want to update the latest version of the Application or Extension, you should activate update functionality in your version or install the new version manually.

3.4.2 You hereby acknowledge and agree that we have no obligation to enhance, modify or replace any part or component of EVIS or to continue developing or releasing new versions of the EVIS.

#### 3.5 Third-party Services

3.5.1 For your convenience, EVIS may provide access to services from third-party websites, platforms, applications, software, networks or ledgers ("Third-party Applications"). However, we make no representations about any Third-party Applications that may be accessed through EVIS. Connection to and use of Third-party Applications is at your own risk and we have no responsibility for (a) the accuracy or reliability of the information on Third-party Applications; (b) the acts or omissions of the operators of Third-party Applications (or their partners or affiliates); (c) any loss or damage incurred in connection with the use of any Third-party Applications, or (d) any transaction you perform in connection with your use or access of any Third-party Applications.

3.5.1 We have no control over content that can be found at any Third-party Applications. Some of these Third-party Applications may contain materials that may be objectionable, unlawful, or inaccurate. You shall be subject to any terms and conditions of such Third-party Applications. We are not responsible or liable for any loss or damage should you use or view Third-party Applications, and have no control over their services. It is your sole responsibility to understand fully the services and products being offered by such third parties and the terms and conditions governing their services and products before transacting with such third parties.

#### 3.6. Fees and Taxes

3.6.1 In consideration for access to the EVIS, Protocols and/or our Services we, such Protocols and/or liquidity providers may take fees that are based on your interaction with EVIS, such Protocols, and/or usage of our Services. Please be aware that some types of Protocols can apply interest rate on transactions you make with them.

3.6.2 We will inform you of fees amounts and their description via EVIS. Fees are subject to revision by us, Protocols and/or liquidity providers with or without prior notification.

3.6.3 You hereby agree to pay all the applicable fees and any other amounts incurred by you or on your behalf through EVIS, in the amounts that are in effect when such fees are incurred.

3.6.4 You are responsible for checking the fee schedule regularly and in each instance before interacting with EVIS and/or Protocols or using Services that may incur a fee.

3.6.5 Please be aware that blockchain, distributed ledgers or any decentralized networks and/or their designated third-party suppliers may take fees or commissions incurred by your activities within these blockchains, ledgers or networks, including but not limited to, transactions fees. Please check their fees schedules prior to making any activities with them. We are not and will never be responsible for commissions of any blockchains, ledgers or networks or any third parties even accessed through the EVIS.

3.6.6 It is your responsibility to determine whether, and to what extent, any taxes apply to activities you perform through EVIS, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. We do not undertake any responsibility to store or archive any transaction information, nor does EVIS has any such storage or archival capability.

3.6.7 Our fees do not comprise any taxes, levies, duties, or similar governmental assessments of any nature. You have the responsibility for paying all taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect taxes for which you are responsible, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property, and employees ("**EVIS Taxes**"). If applicable law requires you to withhold EVIS Taxes from your payment(s) to EVIS, you will provide reasonable assistance to EVIS in connection with such EVIS Taxes by (a) promptly providing EVIS

with valid tax receipts and other required documentation evidencing your payment of such EVIS Taxes; and (ii) assisting EVIS in filing applications to reduce such EVIS Taxes.

## 4. Disclaimers

4.1 All the information displayed via EVIS is retrieved directly from the respective blockchains (for example, Ethereum, Binance Smart Chain, Solana), Protocols (for example, UniSwap, PancakeSwap, Serum DEX) or specified trading platforms (for example, Binance, FMX, FTX, Huobi, Bitfinex, Bittrex, Poloniex, OKEx) and is not collected, compiled or in any manner modified or processed by EVIS.

4.2 We cannot and do not represent or guarantee that any of the information available through the EVIS including, but not limited to, the charts, diagrams, graphs, is accurate, reliable, current, complete, valid, stable or appropriate for your needs. We do not guarantee the timeliness of the technology or information involved in EVIS. We disclaim any liability for any loss or damage should you use or view the information available through EVIS.

4.3 In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies and Services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on EVIS are your sole responsibility and we shall have no liability for such decisions. Information provided by third parties, including historical price and supply data for Digital Assets, is for informational purposes only and we make no representations or warranties to its accuracy.

4.4 You understand and agree that we do not guarantee uninterrupted, secure access to any parts of EVIS, and the operation of the EVIS may be disturbed by numerous factors beyond our control.

## 5. Risks Disclosure. Assumptions of Risks.

THIS SECTION CONTAINS INFORMATION REGARDING SIGNIFICANT RISKS OF HOLDING AND PURCHASING CRYPTO CURRENCIES, TOKENS OR ANY DIGITAL ASSETS. PLEASE READ THIS SECTION CAREFULLY.

5.1 Holding and purchasing Digital Assets, interacting with Protocols involves significant risks and potential for financial losses, including, without limitation, the following:

5.1.1 the features, functions, characteristics, operation, use and other properties of any Digital Assets (“Asset Properties”) and the software, networks, ledgers, protocols, systems, and other technology (including, if applicable, any distributed ledger (blockchains)) (“Underlying Technology”) used to administer, create, issue, transfer, cancel, use or transact in Digital Assets may be complex, technical or difficult to understand or evaluate;

5.1.2 any Digital Asset and its Underlying Technology may be vulnerable to attacks on the security, integrity or operation of the Digital Asset or its Underlying Technology (“Attacks”), including Attacks using computing power sufficient to overwhelm the normal operation of a decentralized distributed ledger (blockchain) or other Underlying Technology;

5.1.3 any Protocol or smart contract may be vulnerable to Attacks, including phishing attacks. Any Protocol or smart contract may cease to operate as expected due to various reasons, including Attacks, enforcement and regulatory activities, scamming activities, technical and communication issues. We do not monitor any Protocols. We do not make any representation and warranty that these Protocols are safe, secure, verified or verifiable, or of any value or quality or legality;

5.1.4 any Digital Asset, Asset Properties or Underlying Technology may change or otherwise cease to operate as expected due to a change made to the Underlying Technology, a change made using features or functions built into the Underlying Technology or a change resulting from an Attack. These changes may include, without limitation, a “fork” or “rollback” of the Digital Asset or blockchain;

5.1.5 any Digital Asset may decrease in value or lose all of its value due to various factors including the discovery of wrongful conduct, market manipulation, changes to Asset Properties or perceived value of Asset Properties, Attacks, suspension or cessation of support for a Digital Asset by Protocols, trading platforms, marketplace platforms or service providers, and other factors outside our control;

5.1.6 any Digital Asset may be lost if sent to the wrong address (for example, but without limitation, if the address is improperly formatted, contains errors, or is intended to be used for a different type of Digital Assets);

5.1.7 we make no representation whatsoever that any of the Digital Assets that may be found or are accessible through EVIS, are safe, suitable, true to any representations made by the Digital Asset sponsor, verified or verifiable, or of any value or quality or legality;

5.1.8 we undertake no responsibility for conducting any due diligence or screening process with regard to any Digital Asset that is accessible or discoverable through EVIS;

5.1.9 we may at any time, with or without prior notice to users, remove any Digital Asset from display or accessibility through EVIS for any business or regulatory reason that we may deem appropriate.

5.2 The risks described in this Section 5 may result in loss of Digital Assets, decrease in or loss of all value or exchangeability of Digital Assets, inability to access or transfer Digital Assets, inability to exchange Digital Assets, inability to receive financial benefits available to other Digital Assets holders, and other financial losses to you. You hereby assume and agree that we will have no responsibility or liability for, such risks. You hereby irrevocably waive, release and discharge any and all claims, whether known or unknown to you, against EVIS, its affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives (“Representatives”) related to any of the risks set forth herein.

5.3 You represent and warrant that you have: (a) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Digital Assets and their Underlying Technology that you decide to acquire, exchange or purchase; (b) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of the Services; and (c) the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of any Digital Assets. You acknowledge that in exchanging any Digital Asset through Protocols, you are not relying in any manner on us or our affiliates, and the fact that any particular Digital Asset is accessible or discoverable through the EVIS in no way constitutes any endorsement or indication that such Digital Asset has undergone any form of due diligence review or qualification, and in no way indicates any party’s opinion that the Digital Asset is safe, suitable, true to any third party representations made, verified or verifiable, or of any value or quality or legality.

5.4 You should not acquire or trade any Digital Assets unless you have sufficient financial resources and can afford to lose all value of the Digital Assets.

5.5 We do not provide any advice, does not have any fiduciary duty to you or any other user and does not make any warranty about the suitability of any Digital Assets for ownership by you.

## 6. Intellectual Property

### 6.1 License and Restrictions

EVIS grants you a personal, non-transferable, non-exclusive license to use the Services supported to you by EVIS. This license is conditioned upon and restricted by the terms and conditions in these Terms. Further, this license is for personal and non-commercial use. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Services, or any part thereof, except (and solely) to the extent permitted by applicable law. You may not assign (or grant a sublicense of) your rights to use the Services, grant an interest in or over your rights to use the Services, or otherwise transfer any part of your rights under these Terms. If EVIS provides you access to any of the Services (for example, an Application or Extension) in return for a fee, this license is conditioned on your payment of the fees due. These Terms do not grant to you any license or permission to copy, distribute, modify, or otherwise use any application programming interface, notwithstanding any provision to the contrary. No title to or ownership of any proprietary rights related to the Services is transferred to you pursuant to these Terms. All rights not explicitly granted to you under these Terms are reserved by EVIS.

### 6.2 Trademarks and Feedback

We do not grant you any licenses or accept the use or display in any manner EVIS’s trademarks, service marks, logos, or slogans. In the case that you give us comments, suggestions, and recommendations concerning the Services (including modifications, enhancements, improvements or suggested changes to the Services, or any feature or function of the Services) (collectively, “**Feedback**”), you hereby grant us and our affiliates a world-wide, royalty-free, irrevocable, perpetual license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, publicly perform and otherwise exploit such Feedback without restriction, including in relation with the Services and any updates, extensions or successive versions of the Services.

### 6.3 User Content

### 6.3.1 Your Content

You are solely responsible for your conduct and any data, text, information, names, images, graphics, photos, imagery, and other content that you submit, post display on, or via the Application and EVIS ("**User Content**"). EVIS will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of, or failure to store or encrypt any User Content. In case we suspend or terminate your access to the Services, you will not have access to the User Content.

### 6.3.2 Sharing of Content

If you activate the functionalities that permit you to share User Content with others, anyone you've shared User Content with (including the general public, in certain circumstances) may have access to your User Content.

### 6.3.3 License

You hereby allow EVIS, its affiliates and its contractors the right to use, modify, adapt, reproduce, distribute, transmit, display and disclose User Content as reasonably necessary to provide the Services or as otherwise permitted by these Terms. You represent and warrant that: (a) you have all the rights in the User Content that you provide necessary for you to use the Services and to grant the rights in these Terms; and (b) the storage, use, display, reproduction, distribution, modification, adaptation or transmission of such User Content doesn't violate any law or these Terms.

### 6.3.4 Responsibility

You will: (a) be solely responsible for nature, quality, and accuracy of the User Content; (b) ensure that the User Content (including the storage or transmission thereof) complies with these Terms and any and all applicable laws, and regulations; (c) promptly handle and resolve any notices and claims relating to the User Content, including any notices sent to you by any person claiming that any User Content violates any person's rights.

## 7. User Conduct

You will not, nor encourage or assist any third party to, (a) use any unauthorized means to gain access to the Services or use any automated process or service (such as a bot, a spider, or periodic caching of information stored by EVIS) to access or use the Services, or distribute instructions, software or tools for that purpose; (b) modify, alter, tamper with, repair or otherwise create derivative works of the Services or any of its components; (c) interfere with or disrupt servers or networks used by EVIS to provide the Services; (d) damage, disable, overburden, or impair the Services (or any network connected to the Services); (e) use the account of another user at any time except by a mechanism provided by EVIS and authorized by such user; (f) use the Services in any manner or for any purpose other than as expressly permitted by these Terms, the Privacy Policy, any EVIS user guides and policies available via the Services ("**Policies**"); (g) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (h) **Use Our Services to Break the Law** and violate any laws when using our Services (This includes any local, provincial, state, federal, national, or international laws that may apply to you. If we discover that you have violated these Terms such as using 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 or other regulatory requirements by participating in money laundering or by financing terrorist activities, we will take proportional disciplinary action); (i) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (k) advertise or promote a commercial product unless your account is subject to a separate contract governing that relationship and your compensation to EVIS. EVIS may determine, in its sole discretion, whether and what action to take in response to a claimed violation of these Terms, and any action or inaction in a particular instance will not dictate or limit our response to a future complaint.

## 8. Warranties

8.1 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE TERMS, WE HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE SERVICES OR THEIR FUNCTIONALITY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE

RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR THE RESULTS YOU MAY OBTAIN BY USING THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT: (I) THE OPERATION OR USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE; OR (II) THE QUALITY OF THE SERVICES WILL MEET YOUR REQUIREMENTS.

8.2 YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET AND BLOCKCHAINS, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. WE ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR GUARANTEE THAT ANY OR ALL SECURITY ATTACKS WILL BE DISCOVERED, REPORTED OR REMEDIED, OR THAT THERE WILL NOT BE ANY SECURITY BREACHES BY THIRD PARTIES. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY US, THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.

8.3 YOU ACCEPT RESPONSIBILITY OF ALL ACTIVITIES AND CONTENTS GENERATED BY YOU VIA THE SERVICES.

8.4 YOU FURTHER ACKNOWLEDGE THAT WE DO NOT ACT AS YOUR BROKER-DEALER, INTERMEDIARY, AGENT OR ADVISOR WITH RESPECT TO ANY REQUEST YOU MAKE OR INSTRUCT US TO MAKE VIA EVIS OR SERVICES AND OWE YOU NO FIDUCIARY DUTY. ANY COMMUNICATION BY US TO YOU SHALL NOT BE CONSTRUED UNDER ANY CIRCUMSTANCES AS LEGAL, TAX, ACCOUNTING OR FINANCIAL ADVICE. ANY USE OR ACCESS TO EVIS SHALL NOT BE CONSTRUED AS THE FACILITATION OF ANY SALE OR EXCHANGE OF SECURITIES OR COMMODITIES AS AN EXCHANGE.

## 9. Limitation of Liability

9.1 IN NO EVENT WE WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL USE, OR DATA), EVEN IF WE HAVE BEEN ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WE WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) DENIAL OF ACCESS TO OR SUSPENSION OF YOUR ACCESS TO THE SERVICES PURSUANT TO THESE TERMS, (II) OUR DISCONTINUATION OF ANY OR ALL PARTS OF THE SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS MADE BY YOU OR YOUR USE OF OR ACCESS TO THE SERVICES OR (C) ANY UNAUTHORISED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF ACCOUNT, WALLET OR OTHER DATA.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND RULES, OUR AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THESE TERMS SHALL BE LIMITED TO THE TOTAL FEES ACTUALLY PAID BY YOU TO US IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE CLAIM.

## 10. Indemnification

10.1 You agree to defend, indemnify and hold harmless EVIS, its affiliates and their Representatives from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or related to: (i) your use and access to EVIS and Services, including your interactions with Protocols, any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) negligent or wilful misconduct; or (vi) any other party's access and use of other appropriate security code. The foregoing shall include the actions of any third party who wrongfully commit these actions under your wallets or utilising your passwords or private keys.

## 11. Suspension and Termination

### 11.1 Termination by EVIS

We may suspend, restrict, or terminate your access to any portion of the Services, any of its functionalities, for any reason, with or without explanation, effective upon sending a notice to you. We will provide you with the notice of our actions, if it would be technically possible and/or if other is not set in these Terms, and unless a court order or other legal process prohibits us from providing you with such notice. You acknowledge that our decision to take certain actions, including limiting access to the Services may be based on confidential criteria that are essential to security protocols. You agree that we are under no obligation to disclose the details of our security procedures to you.

### 11.2 Termination by You

These Terms will be of no further force and effect with respect to you if you cancel all use of the Services and EVIS.

## 12. General Terms

12.1 All notices and communications by you to us under these Terms shall be made in writing to our customer support team or by email: support@evis.market and are effective on the date received (unless the notice specifies a later date).

12.2 From time to time, we may make available special offers or conduct promotions, challenges or contests to certain users. Subject to applicable laws, we or the issuer of Digital Assets subject to an offer or promotion may establish qualifying criteria to participate in any special promotion at our or its sole discretion. We may revoke any special offer or promotion at any time without notice. We shall have no obligation to make special offers available to all users. We make no recommendation and do not provide any advice about the value or utility of any Digital Asset subject to a promotion.

12.3 We are an independent contractor for all purposes. Nothing in these Terms shall be deemed or is intended to be deemed, nor shall it cause, you and us to be treated as partners, joint venturers, or otherwise as joint associates for profit, or either you or us to be treated as the agent of the other.

12.4 These Terms of Service, the Privacy Policy and all other documents incorporated by reference herein and therein, comprise the entire agreement between you and us.

12.5 Section headings in these Terms are for convenience only, and shall not govern the meaning or interpretation of any provision of these Terms.

12.6 These Terms are personal to you, you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else. We may transfer or assign our rights, licenses, interests and/or our obligations at any time, including as part of a merger, acquisition or other corporate reorganization involving the Services.

12.7 If any provision of these Terms is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision.

12.8 We may not always strictly enforce our rights under these Terms. If we do this, it will be just a temporary measure and we may enforce our rights strictly again at any time.

12.9 These Terms and any information or notifications that you or we are to provide should be in English. Any translation of these Terms or other documents is provided for your convenience only. In the event of any inconsistency, the English language version of these Terms or other documents shall prevail.

12.10 Upon termination of these Terms, all sections of these Terms which by their nature should survive termination or expiration will survive, including without limitation, the following sections: Section 3, Section 4, Section 5, Section 6, Section 8, Section 9, Section 10 and this Section 12.10.

12.11 These Terms shall be governed by and construed in accordance with the laws of the British Virgin Islands. Any dispute controversy, or claim arising out of, or relating to, or in connection with these Terms, including with respect to the formation, applicability, breach, termination, invalidity, enforceability or any dispute regarding non-contractual obligations arising out of or relating to such obligations, shall be referred to the BVI International Arbitration Centre for resolution pursuant to the BVI IAC Arbitration Rules (in force at the time of submission of a Notice of Arbitration and as may be amended from time to time).