



## TERMS OF SERVICE

**Warning: Digital assets may not be appropriate for everyone.** Before engaging in activities with digital assets, you should learn about them to ensure that they are appropriate for you. Risks inherent to digital assets include, but are not limited to, exchange rate volatility, transaction confirmation time, irreversible nature of transactions, possible inherent technical defects and regulatory uncertainties.

### 1. INTRODUCTION

1. Welcome to the dApp website <https://www.every.finance/> (hereinafter the “**dApp**” ), brought to you by Grand Lux Industries LLC, a Cayman-incorporated company having its registered seat at 71 Fort Street, 3rd Floor, Grand Cayman, KY1-1111, Cayman Islands (Commercial registry number: 408097) (hereinafter “**Every Finance**”, the “**dApp Operator**”, “**we**” or “**us**”).
2. These Terms of Service (hereinafter the “**Terms**”) are directed at all public users of the dApp (hereinafter the “**Visitor(s)**”, “**Users**” or “**you**”), and govern your use of and access to the dApp.
3. By accessing the dApp, you acknowledge having been informed of and explicitly agree to these Terms as well as the Privacy and Cookies Policies. Should you disagree with these Terms or Policies you are kindly requested to leave the dApp.

### 2. THE DAPP

1. The dApp may be used by you as an access point to the decentralised open-source Every.Finance Protocol (the “**Every.Finance Protocol**” or “**Protocol**”), which then enables Users to trade certain digital assets on that network.
2. The dAPP may also be used as an information resource about the Every.Finance Protocol in view of describing the core value and rules of the latter.

### 3. INTELLECTUAL PROPERTY

1. The Every.Finance trademarks, logos, illustrations, and content are protected by dApp Operator’s or its affiliates’ copyright, trademark, or other rights (intellectual property and other). This content remains dApp Operator’s property even once downloaded.

2. Anyone is free to spin up a frontend that connects to the Every.Finance Protocol. Our version is freely available and open source and should you wish to get started by forking our code, you are more than welcome to do so, as long as you do not do so for unlawful purposes and respect dApp Operator's or its affiliates' copyright, trademark, or other rights (intellectual property and other).

#### 4. HIGH-RISK DISCLAIMER

1. Before dealing with digital assets, you should be aware of the different considerably high risks associated with them such as transaction confirmation times, the irreversible and immutable nature of transactions, possible inherent technical defects and regulatory uncertainties. In particular, risks inherent to digital assets include, but are not limited to, the following:
  - a. **Legal and Regulatory:** The regulatory status of digital assets is currently unsettled, varies among jurisdictions and is subject to significant uncertainty. It is possible that in the future, certain laws, regulations, policies or rules relating to digital assets, blockchain technology, or blockchain applications may be implemented, which would directly or indirectly affect or restrict our ability to make this dApp available. In particular, note that:
    - You are solely responsible for determining whether the use of the Every.Finance Protocol, this dApp, or any product you learn about on this dApp is legal in your jurisdiction and you shall not use any of the products, interfaces or information from this dApp if it is illegal in your jurisdiction. If you are uncertain, please seek independent legal advice;
    - We may be forced to suspend or discontinue or to change certain aspects of this dApp in some jurisdictions, if required by the relevant regulators and/or laws, and this without notice and for whatever reason;
    - Digital assets are not legal tender and are not backed by any government.
  - b. **Loss of Value:** The price, value and liquidity of some digital assets are extremely volatile and unpredictable, which may adversely affect the value and the ability to liquidate the underlying digital assets and result in significant or total loss in a short period of time. Among others, note that:
    - **The decrease or discontinuance of willingness of market participants** to exchange fiat currencies for digital assets may also result in significant or total loss of value in your digital assets.
  - c. **Theft, Hacking and Cyber Attack:** digital assets may be subject to expropriation, theft and/or fraud; hackers or other malicious groups or organisations may attempt to interfere with our system/network in various ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing which may result in the loss of your digital assets, or the loss of your ability to access or control your digital assets. In such an event, there may be no remedy, and holders of digital assets are not guaranteed any remedy, refund, or compensation. In particular, note that:
    - **Any third party who gains access to your private keys, may be able to liquidate, sell, dispose or transfer digital assets**, including those related to the Every.Finance Protocol and may result in significant or total loss of value of your digital assets.

- d. **Development of Digital Assets:** Any change in the development of digital assets, including but not limited to the change of blockchain protocol, forks, management team etc., may significantly impact the availability, usability, liquidity or value of digital assets. In particular, the User understands that digital assets are subject to sudden changes in operating rules, and third parties may from time to time create a copy of a digital asset network and implement changes in operating rules or other features (hereinafter "**Forks**") that may result in more than one version of a network (each, a "**Forked Network**") and more than one version of a digital asset (hereinafter "**Forked Assets**"). The User hereby acknowledges that Forked Networks and the available supply of any Forked Assets are wholly outside of our control, and our ability to deliver Forked Assets resulting from a Forked Network may depend on third parties outside of our control. The User understands and acknowledges that Forks may materially affect the value, function, and/or even the name of digital assets. Thus, the User acknowledges that he/she has no right, claim or other privilege to Forked Assets on such unsupported Forked Network and We do not bear any liability from any loss resulting as a consequence.
- o **Third Party Service Providers and Counterparties:** In providing our dAPP to you, we may use various third party service providers and counterparties (together "**Third Party Service Providers**"). The purchase of the underlying digital assets is subject to the availability and liquidity of such digital assets offered by Third Party Service Providers, including online digital assets exchanges. If the availability of any specific virtual assets is scarce, or if such Third Party Service Providers malfunction, go bankrupt or are subject to hack attack, we may not be able to purchase or liquidate specific digital assets on a timely basis or at all.
- e. **Source Code Weakness:** There is a risk that the dApp may unintentionally include weaknesses or bugs in the source code which may adversely affect their operation.
- f. **Insurance:** digital assets are not protected by any third party insurance scheme or government-backed insurance scheme.
- g. **Decentralised Finance ("DeFi"):** The Every.Finance Protocol strives to facilitate the development of a dynamic ecosystem in which contributors interact with one another and the network, to engage in diverse social and/or economic activities (e.g. voting on resolutions, generation of fixed income etc). However, the dApp only acts as a platform to showcase the Every.Finance Protocol's DeFi activities. We do not assume liability for any losses incurred due to the theft, hacking, cyber attack, source code weakness, security issues, or any other issues related to the Every.Finance Protocol and/or its on-chain contracts, which are fully outside our control. By using our dApp you acknowledge that you understand the risks associated with the underlying assets and/or DeFi generally.
- h. **Blockchain fees:** there may be associated blockchain fees. Gas-fees are nonrefundable. We do not provide any services to users or deliver, hold, and/or receive payment for digital assets. We do not receive any fees for any transactions or the dAPP.

2. In light of the foregoing, you understand and agree that your use of this dApp and the information it displays is conducted at your own risk. This section is not exhaustive and does not disclose all the risks associated with digital assets and the use of our dApp. You should, therefore, carefully consider whether such use is suitable for you in light of your particular circumstances and financial resources.

## **5. EXCLUSION & LIMITATION OF LIABILITY**

1. By using the dApp to access the Every.Finance Protocol, You hereby confirm your understanding that:
  - (a) The dApp and the Protocol are fully separate and independent from one another;
  - (b) We are only software developers and contributors to the broader Protocol ecosystem;
  - (c) The Every.Finance Protocol is deployed on blockchain-based networks and we are not responsible for its operation;
  - (d) Neither we nor any affiliated entity is a party to any transaction on the blockchain networks underlying the Protocol;
  - (e) We are not 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 affect when using our dApp;
  - (f) There exists no guarantee of the functionality, security, or availability of the software, Protocol and networks;
  - (g) The underlying blockchain-based networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks”;
  - (h) We are not responsible for other Protocol community contributors’ actions/omissions;
  - (i) We do not have possession, custody or control over any crypto assets appearing in/on the Protocol;
  - (j) You remain solely responsible for the custody of private keys to your digital asset wallets, which we have no access to. .
2. For the avoidance of doubt, we do not have any information regarding any users, users’ identities, or services beyond what is available or obtainable publicly via the blockchain. We are not responsible for any activities you engage in when using dApp.
3. To the extent permitted by law, the dApp Operator will not be held liable for any damage that may result directly or indirectly from using the dApp.
4. The use of any information obtained from or through the dApp is done at the Visitor’s own risk.
5. To the extent permitted by law, dApp Operator’s declines any liability relative to decisions made on the basis of information obtained from or through the dApp.

6. The dApp Operator does not guarantee the dApp's effective operation and functional performance. To the extent permitted by law, the dApp Operator declines all liability in the case of any defect or unavailability, or in the case of any other direct or indirect damage that may arise in connection to accessing or using the dApp. The dApp Operator is not liable for any damage owing to any service interruptions, technical errors, viruses or any other factors beyond the dApp Operator's control.
7. The dApp Operator bears no liability in connection to any third party websites and does not condone any content made available through them. The content of any third party websites or apps is the exclusive liability of those third party operators.

## **6. PRIVACY POLICY**

1. This dAPP has no analytics or tracking functionality of any kind.
2. No personally identifiable or other information is collected by this dAPP.
3. We are not responsible for the information that might be tracked by the underlying blockchain.
4. Any data protection enquiries can be made to [privacy@every.finance](mailto:privacy@every.finance).

## **7. COOKIE POLICY**

1. This dAPP only uses one cookie for you to store your session on the computer. It is a functional cookie without which you cannot access the functionality.
2. No optional or targeting or advertising cookies are used.
3. If you do not wish to accept the cookie, do not use the dAPP.

## **8. CHANGES TO TERMS**

1. The dApp Operator reserves the right, at its sole discretion, to amend, complete or otherwise modify these Terms at any time and without notice. If you do not agree with these amendments, or any particular amendment, you may not be able to continue to use the dApp.

## **9. RESTRICTIONS ON USE**

1. The dApp is made publicly and freely available to all Visitors. You agree to use the dApp and the content solely for lawful purposes. The content may only be used for non-commercial and private purposes.
2. You may not, knowingly or unknowingly, use any harmful software or introduce any harmful programs or files (i.e. a virus) to access the dApp, distort the content, or disrupt services. You will exercise reasonable care to avoid and prevent any of the foregoing. You may not distort, modify or otherwise manipulate the dApp or content in any manner whatsoever.

## **10. NO WARRANTY**

1. The dApp Operator disclaims any and all warranties, expressed or implied, in connection with the use of this dApp. The dApp is provided “*as is*” and “*as available*” and at your own risk, and the dApp Operator does not warrant or represent any quality, fitness for purpose, non-infringement, completeness or accuracy of the dApp. Regardless of our efforts to provide you with a dApp of the highest quality, safety and security, we make no warranty that the dApp will be uninterrupted, timely or error-free or that defects will be corrected.
2. The dApp Operator reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the dApp, and we will not be liable to you for any interruption, modification, or discontinuation of the dApp or any function or feature thereof. The dApp Operator is not responsible for any difficulties in operating or using the dApp that are caused by the web hosting service provider, internet service provider of the User or any other third party, unless prescribed otherwise by applicable law.

## **11. NO RECOMMENDATIONS OR INVESTMENT ADVICE**

1. The dApp Operator does not provide any financial, legal, tax or investment advice or recommendations. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Our dApp is not, does not offer, and shall not be construed as investment or financial products. You are solely responsible for determining whether any of the content on our dApp is appropriate for you based on your personal objectives, financial circumstances and risk tolerance. You agree and understand that under no circumstances will the operations of the dApp Operator and your use of our dApp be deemed to create a relationship that includes the provision of or tendering of investment advice. You should consult your legal or tax professional regarding your specific situation.

## **12. TAXES**

1. You are responsible to determine if any taxes apply to the transactions carried out on the Every.Finance Protocol, as well as to report such taxes correctly and in a timely fashion to the competent tax authorities. You acknowledge that as an information provider about the Every.Finance Protocol, we are neither responsible for determining whether taxes apply, nor for the collection, reporting, withholding or otherwise of any such taxes arising from the said transactions.

## **13. INDEMNIFICATION**

1. You agree to indemnify, defend, and hold harmless us and our third party service providers from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to your use or misuse of the dApp, breach or alleged breach of any of these Terms and the violation of any rights (including intellectual property rights) of a third party.

#### **14. NON-WAIVER**

1. Any activity or behaviour contrary to these Terms or the dApp Operator's failure to enforce them can never be deemed a waiver of the dApp Operator's rights under said Terms.

#### **15. SEVERABILITY**

1. If any one or more of the provisions of these Terms is found to be void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired. The invalidated provision will be replaced with a provision that adequately reflects the parties' initial intention.

#### **16. ASSIGNMENT**

1. This agreement may not be assigned or transferred by you, without the prior written consent of the dApp Operator. We may assign our rights and transfer our obligations at any time provided we ensure that your rights are still adequately safeguarded after that transfer.

#### **17. TERMINATION**

1. The User understands that we reserve ourselves the right without any prior notice to terminate this agreement, including but not exclusively, by restricting access to the dApp or shutting down its operation entirely.
2. Moreover, upon any User's infringement of any of these Terms or of the law, the dApp Operator has the sole right to terminate User's access immediately without any prior notice.

#### **18. ENTIRE AGREEMENT**

1. These terms constitute the entire agreement between you and us in relation to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.

#### **19. APPLICABLE LAW & JURISDICTION**

1. By accessing the dApp, you agree to these Terms, and further accept the application of Caymans law.
2. Any dispute arising in connection to these Terms and/or the dApp is the exclusive jurisdiction of the Caymans Courts, unless otherwise required by mandatory law.

#### **20. CONTACT US**

1. If you have any questions or comments about these Terms, please contact us here:

By email to [hello@every.finance](mailto:hello@every.finance).

*Last updated on 15 November 2024*