

EVE EXCHANGE TERM OF SERVICE

EVE EXCHANGE and its group of companies and affiliates (“**EVE EXCHANGE, EVE MARKETPLACE, EVE, The exchange**” “**we,**” or “**us**”), provide the following terms of service that apply to all our users (“You or Users”) and give each user access to our products and services as well as any mobile-based applications.

Services provided by EVE are based on your consent to comply with the terms of this agreement. Should you not agree to any of these Terms you should stop using the service.

By accepting these Terms and using any services provided by EVE you agree and acknowledge that services provided and described herein are being provided by multiple EVE entities, incorporated in various jurisdictions to facilitate services any assignment to such entity will not be considered an amendment to these terms of this agreement.

By registering for an EVE EXCHANGE account (“**Account**”) or using the Services, you agree that you have read, understood, and accept these Terms including our privacy and security policy. You acknowledge and agree that you will be bound by such terms and policies.

If after reading these Terms in their entirety you are still unsure of anything or you have any questions, please feel free to contact us at legal@eve.exchange

1. DEFINITIONS

"API" means application programming interface

"Compliance Program" means the requirements set for collecting, verifying, recording and reporting information about you, upon first accessing certain Services and on an ongoing basis, whether for our business risk-management purposes or to comply with legal requirements applicable to us.

"Fork" means a change to the underlying protocol of a Virtual Currency network that results in more than one version of a Virtual Currency, the result of which may be one or more versions that are not supported by us.

"Users" refer to all individuals, institutions, or organizations that access, download or use EVE EXCHANGE and who meet the criteria and conditions stipulated by EVE.

"Digital Currency" means a cryptocurrency, digital currency, digital asset, crypto-asset or other such similar term describing, for example, Bitcoin Cash or Ether but does not include a derivative of a virtual currency, or security, as defined under applicable law.

2. LAWS AND REGULATIONS

This user agreement constitutes a legal and binding contract between you and EVE EXCHANGE.

Your use of the Exchange is subject to the laws, regulations, and rules of any applicable governmental or regulatory authority, including, without limitation, all applicable tax, anti-money laundering (“**AML**”), and counter-terrorist financing (“**CTF**”) provisions.

You agree and understand that by opening an Account and using the Services, you shall act in compliance with and be legally bound by these Terms and all applicable laws and regulations, and failure to do so may result in the suspension of your ability to use the Services or the closure of your Account.

Terms and conditions may change from time to time without warning, for the avoidance of doubt, continued use of your Account indicates a constant agreement with these Terms and all applicable laws and regulations.

3. ELIGIBILITY

Individuals must be at least 18 years of age, and you must not have been previously suspended or removed from the Exchange. You may only have one account, duplicate accounts will be deleted, and all funds may be suspended.

If you are registering to use the Services on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) you are duly authorized by such legal entity to act on its behalf; and (iii) such organization (and any affiliated entity) must not have been previously suspended or removed from the Services and hold no other account on EVE EXCHANGE or its affiliate entities.

By accessing using the Services, you further represent and warrant that you are not a Restricted Person nor are you a resident of a Restricted Territory and you will not be using the Services for any illegal activity.

EVE EXCHANGE may determine not to make the Services available in every market, either in its sole discretion or due to legal or regulatory requirements, depending on your location.

4. REGISTRATION PROCESS

When registering your Account, you must provide current, complete, and accurate information for all required elements on the registration page, including your full legal name. You permit us to keep a record of such information and authorize us to make inquiries, directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries.

You are the only person authorized to use your Account and you may not share your Account credentials

with any other person.

In certain circumstances, we may require you to submit additional information about yourself, your business, or your transactions, provide records, and complete other verification steps (such process, “**Enhanced Due Diligence**”).

You represent and warrant that any and all information provided to us pursuant to these Terms or otherwise is true, accurate. If any such information changes, it is your obligation to update such information as soon as possible. Failure to provide such information in a timely fashion may result in the suspension of your ability to use the Services or the closure of your Account.

We reserve the right to retain registration information for business and regulatory compliance purposes for up to five years, subject to applicable law and regulation.

4. AML COMPLIANCE

Our AML procedures are guided by all applicable rules and regulations regarding AML. These standards are designed to prevent the use of the EVE EXCHANGE platform for money laundering or terrorist financing activities.

We take compliance very seriously and it is our policy to take all the necessary steps to prohibit fraudulent transactions, report suspicious activities, and actively engage in the prevention of money laundering and any related acts that facilitate money laundering, terrorist financing or any other financial crimes.

Our full KYC/AML procedural rules can be requested from legal@eve.exchange or are available within the legal section of the eve.exchange website.

5. ACCOUNT FUNDING, DEPOSIT MANAGEMENT & THIRD-PARTY TRANSFERS

EVE EXCHANGE supports deposits and withdrawals for a number of Digital Assets. This list may be updated from time to time with new listings. The price quoted will depend on market conditions, and you are under no obligation to execute a trade at any price quoted to you.

EVE EXCHANGE makes no promises as to the timing or availability of the ability to convert Digital Assets via the Exchange.

It is your responsibility to ensure you send all Digital Assets to the correct address provided for that particular Digital Asset including the correct blockchain or layer two solutions.

If you send a Digital Asset to an address that does not correspond to that exact Digital Asset such Digital Asset will be lost.

You assume all liability for any losses incurred as a result of sending Digital Assets to an incorrect address. EVE EXCHANGE is not responsible for any losses or for taking any actions to attempt to recover such Digital Assets.

EVE EXCHANGE makes no representations or warranties regarding the amount of time that may be required to complete the transfer of your Digital Assets from or to a third-party wallet or another source.

When you elect to transfer Digital Assets from your EVE Account to a third party wallet or other location, it is always possible the party administering the new location may reject your transfer or that the transfer may fail due to technical or other issues affecting our platform. You agree that you shall not hold EVE EXCHANGE liable for any damages arising from a rejected transfer.

Assets held on EVE EXCHANGE are considered deposits and made available for your trading purposes. EVE EXCHANGE may make use of our entire balance sheet of deposited assets to facilitate trading purposes, withdrawals, and yield enhancement practices.

6. TOKEN FORKS, AIRDROPS & SWAPS

It is possible that sudden, unexpected (“**Forks & Swaps**”) can be made to any Digital Asset. These events may change the usability, functions, value, and name of a given Digital Asset. Such Forks may result in multiple versions of a Digital Asset and the partial or total abandonment of other versions of such Digital Asset.

EVE EXCHANGE is under no obligation to support a Fork or Swap, you should operate under the assumption that EVE EXCHANGE will never support any Fork or Swap.

EVE EXCHANGE will not track potential forks or token swaps or alert you of such events, you should monitor potential developments of Digital Assets you hold in your account.

EVE EXCHANGE assumes no responsibility or liability whatsoever for any losses or other issues that might arise from an unsupported Fork or Swap of a Digital Asset.

EVE EXCHANGE does not generally offer support for the distribution of assets based on a triggering fact or event, such as the possession of another asset.

In the event of a Fork of a Digital Asset, we may be forced to suspend all activities relating to such Digital Assets (including trades, deposits, and withdrawals) on EVE EXCHANGE for an extended period of time. EVE EXCHANGE does not bear any liability for losses incurred during any Downtime due to the inability to trade or otherwise transfer Digital Assets.

7. MARKETPLACE

EVE exchange contains a feature (“The Marketplace”) to facilitate the sale or purchase of real goods and services.

The Marketplace is only available to users who have passed the KYC/AML requirements and have an active account.

At no time can users submit items for sale or services which could be deemed illegal.

EVE EXCHANGE has the right to remove such items and suspend and report your account to the relevant authorities.

For the avoidance of doubt, weapons of any kind, pornography, and all forms of drugs are expressly prohibited. The listing of such items or any item or service deemed by EVE exchange to be prohibited will result in the immediate suspension of your account and details reported to relevant police or legal authorities. In the event, your account is suspended for this purpose all funds in the account will remain frozen until such time a recognized legal authority requests we release them

Marketplace users warrant and agree they will always remain honest and not enter any illegal transactions or promote goods that are unavailable or engage in any conduct which could be considered unethical.

Users will have a trust score, which defines and describes feedback from other users. Users with a low trust score will be prevented from selling or buying items.

The Marketplace features a fraud prevention service that is built into each transaction. The purpose is to avoid fraudulent transactions from taking place and provide recourse to the buyer in the event of non-delivery of a service or item. EVE will lock the value of the item until the buyer has confirmed the receipt of the goods. In the event of a dispute, EVE will not act as a mediator, funds will remain locked until such time both parties agree to a resolution, or an appropriate court, police, or recognized third party establishes facts to substantiate any claim.

EVE will not be held liable for the failure to release any funds due to disputes.

A seller may lock EVE Tokens as a guarantee a Marketplace transaction. The amount of EVE tokens locked must equal 120% of the value of the transaction, in this case funds can be remitted directly to the seller's account. In the event the buyer does not receive such goods the EVE tokens locked will be forfeited, liquidated to compensate the buyer.

8. INSTAPAY PAYMENTS

INSTAPAY is a proprietary payment solution for Digital Assets exclusively for EVE EXCHANGE Users, which allows you to send Digital Assets instantly from your account to that of another EVE EXCHANGE user.

By entering into any INSTAPAY transaction you explicitly authorize EVE to transfer to another user from the balance of your account held in EVE and to be added to the balance of such another User.

Transfers are not refundable or reversible. In the event you send funds to the wrong account it is not

reversible and the funds should be considered lost. You should only pay user you know and trust.

EVE EXCHANGE will not act as a mediator to solve disputes regarding any INSTAPAY TRANSACTION.

USERS which use INSTANPAY to pay for a good or service will not be protected by any buyer protections.

9. DIGITAL ATTACKS and HACKING

EVE EXCHANGE cannot prevent attacks on blockchain networks or our own services. EVE EXCHANGE reserves the right to take reasonable actions, including, but not limited to, immediately halting trading, deposits, and withdrawals for such Digital Asset.

If such an attack causes any Digital Asset to greatly decrease in value, we may discontinue trading in such Digital Assets entirely.

EVE EXCHANGE makes no representation and does not warrant the safety of EVE EXCHANGE and you assume all liability for any lost value or stolen property.

10. API

You agree to not use the API or data provided through the API for any other commercial purpose.

Your access and use the API entirely at your own risk, and EVE EXCHANGE will not be responsible for any actions you take based on the API.

EVE EXCHANGE may, at its sole discretion, set limits on the number of API calls that you can make, for example, to maintain market stability and integrity.

You acknowledge and agree that if you exceed these limits, EVE EXCHANGE may moderate your activity or cease offering you access to the API (or any other API offered by EVE EXCHANGE), each in its sole discretion.

EVE EXCHANGE may immediately suspend or terminate your access to the API without notice if we believe you are in violation of these Terms or any other agreement.

11. ACCOUNT SUSPENSION, CLOSURE, AND YOUR RIGHT TO CLOSE AN ACCOUNT

EVE EXCHANGE, in its sole and absolute discretion, without liability to you or any third party can refuse to let you open an Account, suspend your Account, or terminate your Account or the use of one or more of the Services.

Such actions may be taken as a result of a number of factors, including without limitation account inactivity, failure to respond to customer support requests, failure to positively identify you, a court order, you have made disparaging remarks or actions that could reasonably be construed as disparaging,

slanderous or libelous regarding the exchange, its affiliates or its officers, directors, shareholders, or agents or your violation of these Terms.

We may also temporarily suspend access to your Account, in the event that a technical problem causes a system outage or Account errors.

We reserve the right to restrict or refuse to permit withdrawals from your Account if (a) your Account has otherwise been suspended or closed by us in accordance with these Terms; (b) we have determined that the Digital Assets in your Account were obtained fraudulently, or (c) you have not completed the required identity verification procedure.

Upon closure or suspension of your Account, you authorize EVE EXCHANGE to cancel or suspend pending transactions.

You may terminate this agreement at any time by closing your Account in accordance with these Terms.

12. RISK DISCLOSURES

The following risks are in no way exhaustive. Trading digital assets involve a high degree of risk, Digital assets are subject to high volatility, only experienced users should trade digital assets.

No Advice, self-directed account

EVE EXCHANGE does not advise on any particular transactions, trading risks, or tax consequences, and EVE EXCHANGE does not provide any other financial, investment, or legal advice in connection with the Services.

To the extent that we or our representatives provide trading recommendations, market commentary, or any other information, the act of doing so is incidental to your relationship with us and such information should not be construed as investment or financial advice.

Any decision to buy or sell Digital Assets is the User's decision and EVE EXCHANGE will not be liable for any loss suffered.

You accept the risk of trading Digital Assets.

In entering into any transaction, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of the transaction and the underlying Digital Asset.

You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction or any underlying Digital Asset.

Insured Wallets

Eve uses technology licensed by Fireblocks. Fireblocks insurance protects against incursions or hacking at the Fireblocks wallet level. Hacks that occur outside the Fireblocks wallet structure are not insured. An example of an uninsured event would be a user gaining access to your account and withdrawing funds to another wallet you don't control.

Digital Asset transfers and volatility

Factors beyond EVE EXCHANGE control, such as regulatory activity, market manipulation, or unexplainable price volatility, may affect market liquidity for a particular Digital Asset.

Blockchain networks may go offline as a result of bugs or other unforeseeable reasons.

Users with limited trading experience and low-risk tolerance should not engage in active trading on EVE.

Users should never trade more than they can afford to lose.

Understanding Digital Assets requires advanced technical knowledge.

The listing of a Digital Asset on EVE EXCHANGE does not indicate EVE EXCHANGE approval or disapproval of the underlying technology, regulatory or business practices of such Digital Asset.

EVE EXCHANGE provides no fiduciary duty to Users in connection with such use of the Services.

Blacklisted addresses and forfeited funds

EVE EXCHANGE reserves the right to "blacklist" certain addresses and freeze associated Leveraged Tokens (temporarily or permanently) that it determines, in its sole discretion, are associated with illegal activity or activity. In the event that you send Tokens to a Blacklisted Address, or receive Tokens from a Blacklisted Address, EVE EXCHANGE may freeze such Tokens and take steps to terminate your Account.

In certain circumstances, EVE EXCHANGE may deem it necessary to report such suspected illegal activity to applicable law enforcement agencies.

Software and operational challenges

The software protocols that underlie Digital Assets are typically open-source projects, which means that (i) the development and control of such Digital Assets are outside of our control and (ii) such software protocols are subject to sudden and dramatic changes that might have a significant impact on the availability, usability or value of a given Digital Asset.

You are aware of and accept the risk of operational challenges. EVE EXCHANGE may experience sophisticated cyber attacks, unexpected surges in activity or other operational or technical difficulties that

may cause interruptions to the Services. You understand that the Services may experience operational issues that lead to delays. You agree to accept the risk of transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks. You agree not to hold EVE EXCHANGE accountable for any related losses.

You claim full responsibility for monitoring such technological changes and understanding their consequences for your Digital Assets.

Compliance

You agree that EVE EXCHANGE is not responsible for determining whether or which laws may apply to your transactions, including but not limited to tax law. You are solely responsible for reporting and paying any taxes arising from your use of the Services.

Legislative and regulatory changes

Legislative and regulatory changes or actions at the domestic or international level may adversely affect the use, transfer, exchange, and value of Digital Assets.

13. CHANGES TO FEATURES AND SERVICES

We reserve the right to change, suspend, or discontinue any aspect of the Services at any time and in any jurisdiction, including hours of operation or availability of any feature, without notice and without liability.

We may decline to process any order and may limit or suspend your use of one or more Services at any time, in our sole discretion. Suspension of your use of any of the Services will not affect your rights and obligations pursuant to these Terms.

We may, in our sole discretion, decline to process orders if (a) we believe the transaction is suspicious; (b) the transaction may involve fraud or misconduct; (c) it violates applicable laws; or (d) it violates these Terms.

Where permitted by law, we will notify you by the end of the business day if we have suspended processing your orders and, if possible, provide our reasons for doing so and anything you can do to correct any errors leading to the stoppage.

14. EXCHANGE FEES

In consideration for the use of the Services, you agree to pay to EVE EXCHANGE the appropriate fees, as set forth on our website.

Basic of FREE members (Non- Subscribers) will be charged no fee to access services, however, a commission will be applied to trades, the pricing of such will be disclosed at the time of the trade.

EVE EXCHANGE is primarily designed around a subscription-based model. The subscription fee is subject to change without immediate notice.

Users who do not pay the subscription, but place trades will pay a fixed commission disclosed at the time of the trade. The fee will be deducted from your account directly.

The subscription fee will be deducted on the 1st of the month and is non-refundable.

Your subscription will be paid automatically out of any available digital asset balances on your account. By default, EVE will take the trading fee in any stable coins available.

In the event all your assets are held in an open trade or open order, EVE EXCHANGE will cancel such an order to pay the subscription fee. Users are advised to keep sufficient funds for the subscription fee available to avoid the closure of open trades.

Other services on the platform are subject to fees, which are disclosed on the pricing page on the eve.exchange website.

15. SECURITY OF USER INFORMATION

You are responsible for maintaining the confidentiality and security of any and all account names, User IDs, passwords, and any other security feature that you use to access the Services.

You are responsible for (i) keeping your email address up to date in your Account profile and (ii) maintaining the confidentiality of your User information and the security of your Account, which includes the enabling of all relevant security features.

EVE EXCHANGE will not be liable for any loss or damage arising from your failure to protect your Account or your User Information.

EVE EXCHANGE shall not bear any liability for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or another attack.

16. PRIVACY POLICY

We are committed to protecting your personal information and to helping you understand exactly how your personal information is being used. Our privacy policy is available on eve.exchange

17. RESTRICTED ACTIVITIES

In connection with your use of the Services, you will not:

violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of the Services;

provide false, inaccurate, incomplete or misleading information;

infringe upon EVE or any third party's copyright, patent, trademark, or intellectual property rights;

engage in any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, the financing of terrorism, other violent activities or any prohibited market practices;

reverse engineer or disassemble any aspect of the Site, the API, or the Services in an effort to access any source code, underlying ideas and concepts and algorithms;

perform any unauthorized vulnerability, penetration or similar testing on the API;

take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data or information;

transmit or upload any material to the Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;

otherwise attempt to gain unauthorized access to or use of the Site, the API, other EVE EXCHANGE accounts, computer systems, or networks connected to the Site, through password mining or any other means;

transfer any rights granted to you under these Terms;

engage in activity which, in our opinion, amounts to or may amount to market abuse

engage in any behavior which is unlawful, violates these Terms, or is otherwise deemed unacceptable by EVE EXCHANGE in its sole discretion.

18. ELECTRONIC TRADING

EVE EXCHANGE may, in its sole discretion, choose to discontinue support for a currently listed or supported Digital Asset at any time, based on a number of factors.

A transaction on EVE EXCHANGE may fail for several reasons, including unanticipated technical difficulties. EVE EXCHANGE makes no representation or warranty that any transaction will be executed properly.

We are under no circumstances liable for any loss or injury suffered by a failure of a transaction to complete properly or in a timely manner.

Further, we are in no way responsible for notifying you of a transaction failure.

You have full responsibility to determine and inquire into the failure of any transaction which you initiate.

In the event that you receive any data, information, or software through our Services other than that which you are entitled to receive pursuant to these Terms, you will immediately notify us and will not use, in any way whatsoever, such data, information or software. If you request a withdrawal of Digital Assets and we cannot comply with it without closing some part of your open positions, we will not comply with the request until you have closed sufficient positions to allow you to make the withdrawal.

We may refuse to execute a trade or impose trade amount limits or restrictions at any time, at our sole discretion without notice.

Specifically, we reserve the right to refuse to process, or the right to cancel or reverse, any transaction, as well as to revoke access to a User's deposit address if we suspect the transaction involves money laundering, terrorist financing, fraud, or any other type of crime.

EVE EXCHANGE reserves the right to halt deposit activity at our sole discretion.

A User may not change, withdraw, or cancel its authorization to make a transaction, except with respect to partially filled orders.

EVE EXCHANGE may correct, reverse, or cancel any trade impacted by an error in processing a User's transaction or otherwise.

The User's remedy in the event of an error will be limited to seeking to cancel an order or obtain a refund of any amounts charged to the User. EVE EXCHANGE Trading cannot guarantee such cancellations or refunds will always be possible.

Orders may be partially filled or may be filled by a number of orders, depending on the trading activity at the time an order is placed.

The Digital Assets available for purchase through the Services may be subject to high or low transaction volume, liquidity, and volatility at any time for potentially extended periods.

You acknowledge that while EVE EXCHANGE uses commercially reasonable methods to provide exchange rate information to you through our Services, the exchange rate information we provide may differ from prevailing exchange rates made available by third parties. Similarly, the actual market rate at the time of your trade may be different from the indicated prevailing rate. You agree that you assume all risks and potential losses associated with price fluctuations or differences in actual versus indicated rates.

19. COMMUNICATIONS

These Terms are provided to you and concluded in English. We will communicate with you in English for all matters related to your use of our Services unless we elect, in our sole discretion, to provide support for other languages.

20. TAXES

It is your responsibility to determine what, if any, taxes apply to your activities on the Exchange, and to collect, report, and remit the correct tax to the appropriate tax authority.

EVE EXCHANGE is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

21. INDEMNIFICATION; RELEASE

You agree to indemnify and hold EVE EXCHANGE, its affiliates, and service providers, and each of their officers, directors, agents, joint venturers, employees, and representatives harmless from any claim or demand (including attorneys' fees and any losses, fines, fees, or penalties imposed by any regulatory authority) arising out of your breach of these Terms, or your violation of any law or regulation.

For the purpose of this Section 24, the term "losses" means all net costs reasonably incurred by us or the other persons referred to in this Section which are the result of the matters set out in this Section 24 and which may relate to any claims, demands, causes of action, debt, cost, expense or other liability, including reasonable legal fees (without duplication).

If you have a dispute with one or more Users or third parties, you release EVE EXCHANGE (and its affiliates and service providers, and each of their officers, directors, agents, joint ventures, employees, and representatives) from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. If you have a dispute with anyone other than EVE EXCHANGE, you release us from liability associated with that dispute.

22. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT EVE EXCHANGE, OUR AFFILIATES, SERVICE PROVIDERS, OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM:

(I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR

TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES AND CLOSE YOUR ACCOUNT.

THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED. EVE EXCHANGE, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES.

EVE EXCHANGE MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS.

23. FORCE MAJEURE

EVE EXCHANGE shall have no liability for any failure or delay resulting from any abnormal or unforeseeable circumstances outside our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, including without limitation governmental action or acts of terrorism, earthquake, fire, flood, or other acts of God, labor conditions, delays or failures caused by problems with another system or network, mechanical breakdown or data-processing failures or where we are bound by other legal obligations.

24. GOVERNING LAW; VENUE AND ARBITRATION

The laws of Seychelles shall govern these Terms. Except as otherwise required by local law, any dispute between you and EVE EXCHANGE related in any way to, or arising in any way from, our Services or these Terms (“**Dispute**”) shall be finally settled on an individual, nonrepresentative basis in binding arbitration in accordance with the laws of Seychelles as modified by these Terms or in accordance with rules on which we may mutually agree. Any arbitration shall take place in Seychelles.

25. AMENDMENTS

We may amend any portion of these Terms at any time by posting the revised version, changes will become effective, and shall be deemed accepted by you, the first time you use the Services after the initial posting of the revised agreement and shall apply on a going-forward basis with respect to transactions initiated after the posting date.

In the event that you do not agree with such modification, your exclusive remedy is to terminate your use of the Services and close your Account.

You agree that we shall not be liable to you or any third party as a result of any losses suffered by any modification or amendment of these Terms.

26. ASSIGNMENT

You may not transfer or assign these Terms or any rights or obligations you have under these Terms without our prior written consent or otherwise and any such attempted assignment shall be void. We reserve the right to freely assign or transfer these Terms and the rights and obligations of these Terms, to any third party at any time without notice or consent.

27. SURVIVAL

Upon termination of your Account or this agreement for any other reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

28. THIRD PARTY APPLICATIONS

If you grant express permission to a third party to connect to your Account, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this agreement. Further, you acknowledge and agree that you will not hold EVE EXCHANGE responsible for, and will indemnify EVE EXCHANGE from, any liability arising from the actions or inactions of such third party in connection with the permissions you grant.

29. THIRD PARTY CONTENT

EVE EXCHANGE aims to provide accurate and reliable information and content on the Site, but such information may not always be correct, complete, or up to date. The Site may contain links to third-party websites, applications, events, or other materials. Such information does not constitute an endorsement by EVE EXCHANGE of any products or services. EVE EXCHANGE shall have no liability for any losses incurred as a result of actions taken in reliance on the information contained on the Site or in any Third Party Content.

30. LIMITED LICENSE

EVE EXCHANGE grants you a limited, non-exclusive, non-sublicensable, and non-transferable license, subject to these Terms, to access and use the Services solely for approved purposes as determined by EVE EXCHANGE. Any other use of the Services is expressly prohibited. You may not copy, imitate, or use them without prior written consent. All right, title and interest in and to the Site, any content thereon, the Services, and any and all technology or content created or derived from any of the foregoing is the exclusive property of EVE EXCHANGE.

31. UNCLAIMED PROPERTY

If we are unable to contact you after some time applicable law may require us to report funds as unclaimed property. We may be required to deliver any such funds to the applicable jurisdiction as

unclaimed property. EVE EXCHANGE reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

32. ENTIRE AGREEMENT

The failure of EVE EXCHANGE to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and remain enforceable between the parties. These Terms are not intended and shall not be construed to create any rights or remedies in any parties other than you and EVE EXCHANGE and other affiliates of EVE EXCHANGE, which each shall be a third-party beneficiary of these Terms, and no other person shall assert any rights as a third party beneficiary hereunder. If some future court judgment deems any particular provision of these Terms unenforceable, the rest of the Agreement will remain valid.