

Evo Exchange Terms of Service

Last modified: June 10, 2024

1. These Terms of Use

a. Evo Exchange is a digital asset trading protocol that is operated and governed by Evo Exchange DAO LLC, established in the Republic of the Marshall Islands (Evo Exchange DAO).

b. Evo X Labs Limited (Evo X Labs), established in Seychelles, operates the website-hosted application through which you access Evo Exchange. The components of the Application consist of the offchain orderbook, matching engine, and a user interface. The Application is hosted at <https://Evo.Exchange>. The Application is one way, but not the only way, to access Evo Exchange.

c. These terms of use (Terms) govern your access to and use of the Application. You must read these Terms carefully.

d. In these Terms:

i. “we”, “us”, or “our” refers to Evo X Labs; and

ii. “you”, “your”, or “user(s)” refers to anyone who accesses or uses the Application in any way. If you are accessing or using the Application on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms, and in such case “you”, “your”, or “user(s)” will refer to that entity.

e. By accessing, browsing, or otherwise using any part of the Application or by acknowledging acceptance or agreement to these Terms on the Application, you agree to be bound by these Terms. You must not use the Application if you do not agree to these Terms.

2. Eligibility

To access and use the Application, you must:

a. If you are an individual, be at least 18 years of age or the age at which a person is taken to have capacity to contract in the jurisdiction where you reside;

b. If you are accessing or using the Application on behalf of a company or other legal entity, have all power and authority to bind that entity;

c. Be legally capable of entering into binding contracts;

d. Have the capacity to meet all of your obligations under these Terms;

e. Not have been previously suspended or removed from accessing or using the Application;

f. Not be an Australian or United States of America tax resident; and

g. Ensure the representations and warranties set out in section 3.1 remain true and accurate at all times.

3. Your Access to the Application

3.1 Your representations and warranties

By accessing and using the Application you represent and warrant on a continuing basis that:

- a. You meet the eligibility criteria set out in clause 2;
- b. You are not:
 - i. A Sanctioned Person; or
 - ii. A Restricted Person;
- c. You are not accessing or using the Application on behalf of a Sanctioned Person or Restricted Person;
- d. You do not intend to transact with any Restricted Person or Sanctioned Person;
- e. You do not and will not use a virtual private network (VPN) or any other privacy or anonymization tools or techniques to circumvent or attempt to circumvent any restrictions that apply to the Application; and
- f. Your access and use of the Application does not breach any Applicable Law or facilitate any activity that could breach any Applicable Law.

3.2 Acknowledgements

By accessing and using the Application, you acknowledge, understand, and agree that:

- a. The Application may be inaccessible or inoperable for any reason from time to time, including due to:
 - i. equipment, hardware or software malfunction;
 - ii. periodic maintenance procedures or repairs that we or any of our service providers may undertake from time to time;
 - iii. causes beyond our control or that we cannot reasonably foresee;
 - iv. disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or
 - v. unavailability of third party service providers or external partners for any reason. Where possible and practicable, we will give you reasonable prior notice of an inaccessible or inoperable period; or external factors.
- b. the Application may evolve, which means we may apply changes to, replace or discontinue (temporarily or permanently) any parts, functions or features of the Application at any time in our sole discretion. Where possible and practicable, we will give you reasonable prior notice of planned changes to, replacement of or discontinuation of any parts, functions or features of the Application;
- c. you are solely responsible for all interactions you have with Evo Exchange, including any transactions, executions or transfers associated with your crypto assets, and you bear all risk associated with any such interactions;

d. we have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of your interactions related to Evo Exchange and we are not responsible for ensuring such matters with any person or entity with whom you may interact through Evo Exchange;

e. we have no control over any blockchain or any crypto assets and cannot ensure that any of your interactions will be confirmed on the relevant blockchain and we do not have the ability to effect any cancellation or modification requests regarding any of your interactions with Evo Exchange;

f. we do not act as your agent and to the extent permitted by Applicable Law, we owe no fiduciary duties or liabilities to you or any other person, and that to the extent any such duties or liability may exist at law or in equity, you irrevocably disclaim, waive and eliminate those duties and liabilities;

g. you are solely responsible for complying with all Applicable Laws relating to your use of the Application and Evo Exchange;

h. we have no obligation to inform you of any potential liabilities or violations of Applicable Law that may arise in connection with your access and use of the Application or Evo Exchange;

i. our operation of the Application does not represent any offer, solicitation, advice or recommendation to use Evo Exchange;

j. we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of Evo Exchange or entering into transactions, including crypto asset option or derivative transactions;

k. the Application may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors;

l. all information provided in connection with your access and use of the Application is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Application or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, news feeds, tutorials, tweets and videos. Before you make any financial, legal, or other decisions involving the Application, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate;

3.3 Acknowledgements – crypto assets

You acknowledge, understand, and agree that:

a. There are inherent risks associated with crypto assets and the underlying technologies, including cryptography and blockchain, and you agree that we are not responsible for any losses or damages associated with these risks.

b. Interactions with Evo Exchange, including entering into crypto asset options and derivatives, may carry financial risk. Such arrangements are highly experimental, risky, and volatile.

4. Your Use of the Application

4.1 Your Obligations

When accessing and using the Application, you must:

- a. Comply with these Terms;
- b. Only interact with the Application on your own behalf or on behalf of a company that has validly authorized you to interact on its behalf;
- c. Only deal in crypto assets which are legally obtained and belong to you;
- d. Comply with all Applicable Laws in connection with using the Application and Evo Exchange;
- e. Ensure that at all times:
 - i. The information that you provide to us, the Application, or Evo Exchange is accurate, complete, and current; and
 - ii. You maintain the security and confidentiality of your private keys associated with your wallet address, passwords, API keys, private keys, and other credentials; and
- f. Comply with all reasonable obligations imposed by us and notified to you from time to time.

4.2 Prohibitions

When accessing and using the Application you must not:

- a. Breach these Terms or any Applicable Law;
- b. Engage in any improper or abusive trading practices, including:
 - i. Any fraudulent act or scheme to defraud, deceive, trick, or mislead;
 - ii. Trading ahead of another user or front-running;
 - iii. Fraudulent trading;
 - iv. Accommodation trading;
 - v. Fictitious transactions;
 - vi. Pre-arranged or non-competitive transactions;
 - vii. Cornering or attempted cornering;
 - viii. Violation of any transaction terms;
 - ix. Spoofing;
 - x. Manipulation;
 - xi. Entering into transactions without a net change in either party's open position but a resulting profit to one party and a loss to the other party;
- c. Use the Application in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from using the Application, or that could damage, disable, overburden, or impair the functioning of the Application in any manner;
- d. Circumvent any filtering techniques, security measures, or access controls implemented on the Application, including through the use of a VPN;
- e. Use any robot, spider, crawler, scraper, or other automated means to extract data, or to introduce any malware, virus, trojan horse, worm, logic bomb, drop-dead service, backdoor, shutdown mechanism, or other harmful material into the Application;

- f. Provide false, inaccurate, or misleading information while using the Application, or engage in any activity that operates to defraud us, any user of the Application, or any other person;
- g. Use or access the Application to enter into transactions involving the transfer of crypto assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including terrorism financing or tax evasion;
- h. Use the Application in any way that is, in our sole opinion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable, or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;
- i. Use the Application from a jurisdiction (including an IP address in a jurisdiction) that we have (in our sole and absolute discretion) determined as a jurisdiction where the use of the Application is prohibited;
- j. Harass, abuse, or harm another person, including our employees and service providers;
- k. Impersonate another user of the Application or otherwise misrepresent yourself;
- l. Use the Application in a manner that:
 - i. Seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including but not limited to the deployment of viruses and denial of service attacks;
 - ii. Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user, including such information about the digital wallet; or
 - iii. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Application;
- m. Use the Application in a manner that contravenes the terms of use (if any) associated with Evo Exchange.

5. Wallet

Evo Exchange does not facilitate or provide brokerage, exchange, payment, escrow, remittance or merchant services. Evo Exchange is not a broker/dealer or a provider of securities services, and is not registered with the SEC or similar securities regulators in other jurisdictions. Evo Exchange is not a depository institution and is not registered with or insured by any governmental agency. Your tokens are stored in a digital wallet you control, and over which Evo Exchange exercises no control. Though multiple wallets are supported, Evo Exchange does not recommend any particular wallet. The onus is on the user to select an appropriate wallet to utilize in connection with Evo Exchange, and to take all proper steps to ensure the security and integrity of said wallet.

6. Disclaimers

a. We are a software developer. We do not operate Evo Exchange or any underlying exchanges, protocols, or decentralized networks through which you can interact or engage in crypto asset transactions. We do not have access to your private key and cannot initiate an interaction with your crypto assets or otherwise access your crypto assets. We are not responsible for any activities that you engage in when using your wallet or the Application.

b. We have no control over Evo Exchange. We only operate an Application through which you can access Evo Exchange; however, we have no oversight or responsibility for any of your interactions with Evo Exchange or other users.

c. You are responsible for complying with all Applicable Laws that govern your use of the Application and Evo Exchange. We have no responsibility for Evo Exchange and whether your interaction with Evo Exchange complies with Applicable Laws in your jurisdiction. You understand and agree to assume full responsibility for all of the risks of accessing and using the Application to interact with Evo Exchange.

d. We make no representations or warranties that the information, products, or services provided through our Application are appropriate for access or use in other jurisdictions. You are not permitted to access or use our Application in any jurisdiction or country if it would be contrary to Applicable Law. We reserve the right to limit the availability of our Application to any person, geographic area, or jurisdiction at any time and at our sole and absolute discretion.

e. You understand and agree that your use of the Application is at your sole risk. Subject to the operation of any Consumer Guarantee, we disclaim all representations and warranties, express, implied, or statutory, and with respect to the Application and the code (proprietary or open source), we disclaim any representation or warranty, express, implied, or statutory, including without limitation any representations or warranties of title, non-infringement, merchantability, usage, security, suitability, or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent. We do not represent or warrant that the Application, code, and any related information are accurate, complete, reliable, current, or error-free. The Application is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You acknowledge that no advice, information, or statement that we make should be treated as creating any warranty concerning the Application. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Application.

f. We may connect you with third parties to create a non-custodial digital wallet or allow you to connect your own non-custodial digital wallet to access the Application. Your relationship with any third party provider is governed by the applicable terms of service. We do not operate and are not responsible for any non-custodial digital wallets. By creating or connecting a non-custodial digital wallet you acknowledge and agree that:

i. We are not responsible for transferring, safeguarding, or maintaining your cryptographic private keys, passwords (including passwords to access private key shards), or any crypto assets associated with your digital wallet;

ii. We do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents;

iii. You understand and accept the risks in using third-party providers (including the risk that such third parties may no longer support your wallet) and that you are solely responsible for controlling access to your private keys and passwords. We do not have access to your private keys or any passwords;

iv. You should never share your wallet credentials, private key, password, or seed phrase with anyone; and

v. If you lose, mishandle, or have your private keys or password stolen, or if there is unauthorized access to your wallet, you may not be able to recover associated crypto assets, we have no ability or obligation to assist you to recover such crypto assets, and we are not responsible for any associated loss.

g. By accessing and using the Application, you represent that you understand:

i. The Application facilitates access to Evo Exchange, the use of which has many inherent risks;

ii. The cryptographic and blockchain-based systems have inherent risks to which you are exposed when using the Application;

iii. And have a working knowledge of the usage and intricacies of blockchain-based crypto assets;

iv. That the markets for blockchain-based crypto assets and projects are highly volatile due to factors that include but are not limited to adoption, speculation, technology, security, and regulation; and

v. That the cost and speed of transacting with blockchain-based systems are variable and may increase or decrease, respectively, drastically at any time.

h. You acknowledge and agree that we are not responsible for any of these variables or risks associated with Evo Exchange and cannot be held liable for any resulting losses that you experience while accessing or using the Application.

i. The Application may contain references or links to third-party resources, including but not limited to information, materials, products, or services, that we do not own or control. Third parties may also offer promotions related to your access and use of the Application. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that the Terms do not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

7. Your Information

a. We may require you to provide certain information in connection with your use of the Application. The only information we collect is your blockchain wallet address, completed transaction hashes, and user interactions with the Interface. We do not collect Personal Information unless required under Applicable Law or with your prior consent.

b. We use your information to:

- i. Make improvements to the Application;
 - ii. Detect, prevent, and mitigate financial crime and other illicit or harmful activities on the Application;
 - iii. Comply with our risk management processes and compliance obligations (both internal processes to manage risks associated with the Application and under Applicable Law); and
 - iv. Enhance your experience with the Application and provide ancillary services associated with the Application.
- c. We may disclose your information with certain service providers to help us promote the safety, security, and integrity of the Application (including for the purposes set out in this section 7). We do not retain any information for longer than necessary.
- d. We use third party service providers who may receive or independently obtain your information (which may include Personal Information) from publicly available sources. We do not control how these third parties handle your information and you should review their privacy policies (as applicable) to understand how they collect, use, and disclose your information.
- e. You acknowledge that using the Application to interact with Evo Exchange will result in you interacting with the Ethereum blockchain and Layer-2 rollups, which makes your transactions public. We do not control and are not responsible for any information you make public on the Ethereum blockchain.

8. Proprietary Rights

- a. You acknowledge that certain aspects of the Application may use, incorporate, or link to certain open source components and that your use of the Application is subject to and you will comply with any applicable open source licenses that govern any such open source components (collectively, Open Source Licenses). Without limiting the scope of our ownership and rights in relation to the Open Source Licenses, you may not:
 - i. Resell, lease, lend, share, distribute, or otherwise permit any third party to use the Application; or
 - ii. Otherwise use the Application in a manner that violates the Open Source Licenses.
- b. Excluding third-party software that the Application incorporates, as between you and us, we own the Application, including all technology, content, and other materials used, displayed, or provided on the Application (including all intellectual property rights subsisting therein, whether or not subject to the Open Source Licenses), and hereby grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to access and use those portions of the Application that are proprietary to us and not available pursuant to the Open Source Licenses.
- c. Any of our product or service names, logos, and other marks used on the Application are trademarks owned by us or our licensors. You must not copy, imitate, or use them without our prior written consent or the prior written consent of the applicable licensor, and these Terms do not grant you any rights in those trademarks. You must not remove, obscure, or alter any legal notices displayed in or along with the Application.

9. Indemnification and Limitation of Liability

9.1 Indemnification

a. You indemnify and hold harmless us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries (Indemnified Parties) from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising out of or relating to:

- i. Your access to and use of the Application or Evo Exchange;
- ii. Crypto assets associated with your digital wallet;
- iii. Your breach of these Terms, the right of any third party, or any Applicable Law;
- iv. Any other party's access and use of the Application or Evo Exchange with your assistance or using any device or account that you own or control.

b. If you are obliged to indemnify any Indemnified Party, we (or at our sole discretion, the applicable Indemnified Party) will have the right, in our or its sole discretion, to control any action or proceeding and to determine whether we wish to settle, and if so, on what terms, and you agree to cooperate with us in the defense.

c. Your liability under this clause 9.1 will be proportionately reduced to the extent that we caused or contributed to the relevant claim, damage, obligation, loss, liability, cost, or expense.

9.2 Limitation of Liability

a. Our liability is limited to providing you with access to the Application. To the maximum extent (and subject to our liability under any Consumer Guarantee) and to the extent that our liability is not otherwise limited by this part or any other term of these Terms, in no event will we be liable for Consequential Loss (whether the claim is in relation to loss or damage arising under statute, in contract, or in tort (including negligence) or otherwise) arising out of or in connection with:

- i. Any access to or use of the Application or Evo Exchange;
- ii. Any hacking, tampering, or other unauthorized access to or use of the Application or Evo Exchange;
- iii. Any access to or use of any information obtained by any unauthorized access to or use of the Application or Evo Exchange; or
- iv. These Terms.

b. To the maximum extent permitted by Applicable Law (and subject to our liability under any Consumer Guarantee that may apply), in no event will we be liable to you for any loss or damage of any kind (including Consequential Loss) arising out of or in connection with:

- i. Your use of the Application or Evo Exchange;
- ii. Any errors, mistakes, or inaccuracies of content in the Application or Evo Exchange;
- iii. Personal injury or property damage of any nature whatsoever resulting from any access to or use of the Application or Evo Exchange;

iv. Unauthorized access to or use of any secure server or database in our control, or the use of any information or data stored therein;

v. Interruption or cessation of function related to the Application or Evo Exchange;

vi. Bugs, viruses, trojan horses, or the like that may be transmitted to or through the Application or Evo Exchange;

vii. Errors or omissions in, or loss or damage incurred as a result of, the use of any content made available through the Application or Evo Exchange;

viii. Defamatory, offensive, or illegal conduct of any third party; or

ix. Your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to these Terms.

c. To the extent our liability is not otherwise limited by this part and to the maximum extent permitted by Applicable Law, we are not liable for Consequential Loss.

d. To the maximum extent permitted by Applicable Law, our liability for any breach or non-compliance with a Consumer Guarantee is limited to one or more of the following (at our election):

i. In the case of goods, their replacement, the supply of equivalent goods, their repair, or payment of the cost of doing any of those things; or

ii. In the case of services, to resupplying the services or payment of the cost of their supply.

e. You agree that any instructions you provide to us through your use of the Application are your responsibility and must be accurate, correct, and complete in all respects. We are not liable for any loss or claim arising from our actions or inactions in accordance with your instructions.

10. Disabling, Modifying, and Restricting Your Access

We may disable, modify, or restrict your access to the Application (for example, restricting certain features) at any time in the event of any breach of these Terms, including if we reasonably believe any of your representations or warranties may be untrue or inaccurate, and we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Application or Evo Exchange being inaccessible to you at any time or for any reason.

11. Arbitration and Class Action Waiver

11.1 Binding Arbitration

a. Except for disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, each party waives:

i. The right to have any and all disputes or claims arising from these Terms, your use or access to the Application, or any other disputes with us (collectively Disputes) resolved in a court; and

ii. Any right to a jury trial.

b. The parties agree to arbitrate Disputes that are not resolved informally through binding arbitration instead of having the Dispute decided by a judge or jury in court.

11.2 No Class Arbitrations, Class Actions, or Representative Actions

a. The parties agree that any Dispute is personal to them and that any such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding.

b. Neither party agrees to class arbitration or to an arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

c. The parties agree that a Dispute cannot be brought as a class or other types of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

11.3 Process

a. The parties agree to notify the other in writing of any Dispute within thirty (30) days of when it arises so that the parties can attempt in good faith to resolve the Dispute informally.

b. Notice to us shall be provided by sending us an email at info@Evo.Exchange.

c. Your notice must include:

i. Your name, postal address, and email address;

ii. A description of the nature or basis of the Dispute; and

iii. The specific action that you are seeking.

d. If the parties cannot resolve the Dispute within thirty (30) days of us receiving the notice, either you or we may commence an arbitration proceeding.

e. The parties agree that any arbitration or claim must be commenced or filed within one (1) year after the Dispute arose. If no arbitration or claim has commenced or been filed in this time period, the parties agree that the claim is permanently barred.

f. The arbitration will be conducted in accordance with the UNICTRAL Arbitration Rules. The appointing authority and place of arbitration shall be nominated by us as notified to you.

11.4 Authority of Arbitrator

a. As limited by these Terms and applicable arbitration rules, the arbitrator will have:

i. the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute; and

ii. the authority to grant any remedy that would otherwise be available in court.

b. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual claim, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

12. General

12.1 Changes to these Terms

a. We may amend, modify, update, and change any of the terms and conditions contained in these Terms in our reasonable discretion from time to time.

b. We will endeavor to give you at least ten (10) days prior notice of any change that is likely to materially affect or disrupt the manner in which you use the Application, except in circumstances where such a change is due to a change by a third party provider assisting in the operation of the Application and we were not aware of the change in advance. In these circumstances, we will endeavor to notify you in a reasonable time period after becoming aware of the change.

c. Any subsequent access, viewing, or use of the Application will constitute your acceptance of any new or modified terms. If you do not agree with any new or modified terms, you must immediately cease using the Application.

12.2 Choice of Law (Governing law)

These Terms and any Dispute will be governed by and construed in accordance with the laws of Seychelles.

12.3 Subcontracting

We may subcontract (including to any of our affiliates) the whole or any part of our obligations under these Terms without your prior written consent.

12.4 Taxes

It is your responsibility to determine whether and to what extent any taxes apply to any interactions you make through the Application and to without collect, report, and remit the correct amounts of taxes to the applicable tax authorities.

12.5 Assignment

We may assign our rights and obligations either in whole or in part under these Terms. Your rights and obligations are personal to you and therefore non-assignable.

12.6 Invalidity

a. If a provision of these Terms or a right or remedy of a party under these Terms is invalid or unenforceable in a particular jurisdiction:

i. It is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and

ii. It does not affect the invalidity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.

b. This clause 12.6 is not limited by any other provision of these Terms in relation to severability, prohibition, or enforceability.

12.7 Survival of Indemnities

Each indemnity contained in these Terms is an additional, separate, and independent obligation, and no one indemnity limits the generality of another indemnity.

12.8 Severability

Any term of these Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of these Terms is not affected.

12.9 Force Majeure

We shall not be liable for delays, failure in performance, or interruption of service which results directly or indirectly from any cause or condition beyond its reasonable control, including but not limited to any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

12.10 Enforcement of Our Rights

We may not always strictly enforce our rights under these Terms. If we do choose not to enforce our rights at any time, this is a temporary measure and we may enforce our rights strictly again at any time.

12.11 Survival

All provisions contained in these Terms which by their nature extend beyond the expiration or termination of these Terms will continue to be binding and operate after the termination or expiration of these Terms.

13. Definitions and Interpretation

13.1 Definitions

The following definitions apply in these Terms:

a. Applicable Law means any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in-force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event, or other matter, including any rule, order, judgment, directive, or

other requirement or guideline issued by any domestic or foreign federal, provincial, or state, municipal, local, or other governmental, regulatory, judicial, or administrative authority having jurisdiction over us, you, the Application, or Evo Exchange, or as otherwise duly enacted, enforceable by law, common law, or equity.

b. Application has the meaning given to that term in clause 1(b).

c. Consequential Loss means any loss, damage, or costs incurred by you that is indirect or consequential as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation, or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity.

d. Consumer Guarantee means any right you may have under consumer protection laws against providers of goods or services.

e. Disputes has the meaning given to that term in clause 10.1(a).

f. Indemnified Parties has the meaning given to that term in clause 9.1(a).

g. Evo Exchange DAO has the meaning given to that term in clause 1(a).

h. Evo Exchange has the meaning given to that term in clause 1(a).

i. Open Source Licence has the meaning given to that term in clause 7(a).

j. Personal Information has the meaning assigned to the terms “personal information” or “personally identifiable information” or similar under Applicable Law and will at a minimum mean any information whether true or not and whether recorded in a material form or not relating to a natural person whose identity is apparent or can reasonably be ascertained from the information or any combination of them.

k. Restricted Person means a person, entity, organization, company, trust, partnership, estate, resident, citizen, or agent of or incorporated in, governed by, or established under the laws of Australia, the United States of America, Canada, Panama, Iran, Iraq, Libya, Mali, Nicaragua, Cuba, Democratic People’s Republic of Korea (North Korea), Russia, Somalia, Sudan, Syria, Yemen, Zimbabwe, Myanmar (Burma), Cote D'Ivoire (Ivory Coast), Democratic Republic of Congo, the regions of Crimea, Donetsk, or Luhansk, or any other country or region that is notified by us as a restricted region from time to time.

l. Self Hosted Third Party Wallet has the meaning given to that term in clause 5.1(a).

m. Sanctioned Person means a person, resident, citizen, or agent of, or incorporated in, any jurisdiction which is listed on any economic or trade restrictions, sanctions, or embargo list, or specifically designated persons lists published by international organizations as well as any state and governmental authorities of any jurisdiction, including but not limited to the lists of United Nations, European Union and its Member States, United States of America, United Kingdom, and Australia sanctions lists.

n. Terms has the meaning given to that term in clause 1(c).

o. VPN means virtual private network.

p. we, us, or our has the meaning given to those terms in clause 1(d).

q. you, your, or user(s) has the meaning given to those terms in clause 1(d).

13.2 Interpretation

In these Terms, the following rules of interpretation apply unless the contrary intention appears:

- a. Headings are for convenience only and do not affect the interpretation of these Terms;
- b. The singular includes the plural and vice versa;
- c. Words that are gender neutral or gender specific include each gender;
- d. Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- e. The words 'such as', 'including', 'particularly', and similar expressions are not words of limitation;
- f. A reference to:
 - i. a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust, or other corporate body;
 - ii. a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - iii. a party includes its agents, successors and permitted assigns;
 - iv. a document includes all amendments or supplements to that document;
 - v. a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to these Terms;
 - vi. these Terms include all schedules and attachments to it;
 - vii. a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
 - viii. a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - ix. an agreement other than these Terms includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - x. a monetary amount is in US dollars and all amounts payable under or in connection with these Terms are payable in US dollars;
- g. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these Terms or any part of it;
- h. In determining the time of day where relevant to these Terms, the relevant time of day is:
 - i. For the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - ii. For any other purpose under these Terms, the time of day in the place where the party required to perform an obligation is located;
 - iii. A day is the period of time commencing at midnight and ending immediately before the next midnight is to occur;
 - iv. If a period of time is calculated from a particular day, act, or event (such as the giving of a notice), unless otherwise stated in these Terms, it is to be calculated exclusive of that day or the day of that act or event.