

## TERMS OF USE

This Terms of Use is effective as of October 23, 2021.

### 1. Introduction

- 1.1 These terms and conditions of use ("**Terms of Use**") describe the terms applicable to your use of this website [www.asvalabs.com](http://www.asvalabs.com), mobile-optimized versions of the website, digital applications, and any other media formats for the purposes of use and promotion of [www.asvalabs.com](http://www.asvalabs.com) (collectively referred to as the "**Covered Sites**"), and other products, software and services offered on the Covered Sites by Asva.
- 1.2 The Covered Sites are owned and operated by Asva Labs LLC, a company registered under the laws of Saint Vincent and the Grenadines, 2009 with its registered office in Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines; ("**Asva**"). Accordingly, the terms "[www.asvalabs.com](http://www.asvalabs.com)", "Asva", "we", "our" and "us" in these Terms of Use refer to Asva Labs LLC.
- 1.3 By accessing the Covered Sites, registering with the Covered Sites, submitting any material to the Covered Sites or using any of the Services, you expressly agree to accept these Terms and Use in full. Accordingly, if you disagree with these Terms of Use or any part of these Terms of Use, you may not access or otherwise use the Covered Sites.
- 1.4 You represent and warrant that you are an individual of legal age to form a binding contract as per the laws of Saint Vincent and the Grenadines, 2009 (or if not, you've received your parent's or guardian's permission to use the Covered Sites and that your parent or guardian has agreed to these Terms of Use on your behalf).
- 1.5 The Covered Sites promote diverse cross-chain money market solutions with the intent of providing smart solutions infused with technological innovation to increase the overall utility of the existing platforms and protocol. Asva's ecosystem comprises of Cross-Chain Liquidity Aggregator, Smart Lend, Smart Yield, Asset management and Bridging NFTs to DeFi (together the "**Services**").

### 2. Intellectual Property Rights

- 2.1 Excluding your User Content (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Covered Sites are owned by Asva or its licensors, or by the content suppliers. The provision of the Covered Sites does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. Asva or its licensors, or content suppliers reserve all intellectual property rights not specially granted in these Terms of Use.
- 2.2 Subject to the restrictions under Paragraph 4 (*Restrictions on Use*) below, you agree that all copyright and other proprietary notices on any Covered Sites content must be retained on all copies thereof.

### 3. Restrictions on Use

The rights granted to you under these Terms of Use are subject to the restrictions provided below, you shall not:

- (a) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Covered Sites, without express written consent of Asva;
- (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Covered Sites;
- (c) you shall not access the Covered Sites in order to build a similar or competitive service;
- (d) copy, reproduce, distribute, republish, download, displayed, poste or transmit in any form or by any means, any part of the Covered Sites, for any commercial purpose, without express written consent of Asva;
- (e) use the Covered Sites in any way that causes, or may cause, damage to the Covered Sites or impair the availability or accessibility of the Covered Sites or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity
- (f) conduct any systematic or automated data collection activities on or in relation to the Covered Sites without express written consent of Asva;
- (g) use the Covered Sites or any part of it to transmit or send unsolicited commercial communications, or for any other purposes related to marketing, without express written consent of Asva.

#### 4. **Limited Use License**

You agree not to use the Covered Sites to do any of the following:-

- (a) Upload, post, transmit, share, store, or otherwise make available any content that Asva deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable.
- (b) Impersonate any person or entity or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity.
- (c) Upload, post, transmit, share, or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- (d) Upload, post, transmit, share, store, or otherwise make publicly available on the Covered Sites any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Permanent Account Number (PAN), Aadhaar number and credit card numbers.
- (e) Solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes.
- (f) Upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed

to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

- (g) Upload, post, transmit, share, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national, or international law.
- (h) Use or attempt to use another's account, service, or system without authorization from Asva, or create a false identity on Covered Sites.
- (i) Upload, post, transmit, share, store, or otherwise make available content that, in the sole discretion of Asva, is objectionable or which restricts or inhibits any other person from using or enjoying the Covered Sites, or which may expose Asva or its users to any inconvenience, harm or liability of any type.

## 5. User Accounts

5.1 You may need to register an account with us in order to use or access some of the Services on the Covered Sites and also to generate content on the Covered Sites.

5.2 To be eligible to register an account with us, you must be at least 18 years of age.

5.3 By registering an account with us, or by logging-in using your existing phone number, email id etc ("**User Registration**"); you represent and warrant that all information you submit is true, accurate and complete and you shall comply with these Terms of Use. You further represent and warrant that: (a) all required registration information you submit is truthful, accurate and complete; and (b) you will maintain the accuracy of such information.

5.4 If you are registering on the Covered Sites you have to provide limited information like your name, phone number, email address etc. However, if you are willing to avail any of the services then additional details like name, address, PAN etc will be required.

5.5 You will be solely responsible for maintaining the confidentiality of your User Registration and log-in details and we will not be responsible for misuse of your User Registration by any third party, whether authorized by you or not. You may never use another user's account without permission. You are also prohibited from sharing your log-in details and let anyone access your account, or do anything that might put your account at risk.

5.6 You are responsible for any activity on the Covered Sites arising out of any failure to keep your User Registration confidential, and may be held liable for any losses arising out of such a failure. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

5.7 Asva reserves the right to refuse to offer access to or use of the Covered Sites to any person or entity at *their* sole discretion including by changing its eligibility criteria at any time.

5.8 Asva may (a) suspend your User Registration; (b) cancel your User Registration, and/or (c) edit your User Registration, at any time in our sole discretion without notice or explanation.

## **6. External Content**

- 6.1. The Covered Sites might contain links to third party websites, services, and advertisements for third parties. Third party websites may in turn link to the Covered Sites. You acknowledge and agree that third party websites, advertisements and services are not under the control of Asva and Asva is not responsible for the information, content, products, services, advertising, or other materials which may be provided therein ("**External Content**").
- 6.2. The inclusion of any link to such External Content on the Covered Sites does not imply Asva's endorsement, sponsorship, or recommendation of such External Content. Asva specifically states that the links to External Content have been provided for convenience purpose and Asva does not review, approve, monitor, warrant, make any representations, or assume any liability whatsoever in connection with the use or reliance of such External Content.
- 6.3. We strongly advise you to read the terms and conditions and privacy policies of any third party websites or services that you click on or use.

## **7. Use of Cookies and Analytical Tools**

- 7.1 We use data collection devices such as "cookies" on certain pages of the Covered Sites to manage our users' sessions, store preferences, serve ads, track information, help analyse our web page flow, measure promotional effectiveness, and promote trust and safety.
- 7.2 The types of information cookies collect may include personal information such as your name, contact details, personal preferences, and details of your use of the Covered Sites.
- 7.3 You have the ability to either accept or decline the use of cookies on your computer / device, whether you are registered with us or not. Typically, you can configure your browser to not accept cookies. However, declining the use of cookies may limit your access to certain features of the Covered Sites.
- 7.4 In addition, we may provide your personal information to marketing services companies on an anonymous and aggregate basis to allow them to market their products or services, or for other marketing purposes. This may be information we received from you offline and online.
- 7.5 For more details on the types of cookies used on the Covered Sites, please view our Privacy Policy.

## **8. Privacy Policy**

Please review our Privacy Policy to understand what kind of information we gather from you and the specific measures we take to protect your personal information. The Privacy Policy is hereby incorporated into these Terms of Use by reference.

## **9. Limitations and Exclusions of Liability**

- 9.1 All information, content, products and Services included on or otherwise made available to you on or through the Covered Sites are provided on an "as is" without any representations or warranties, and other terms which might otherwise be implied by statute, common law or the law of equity including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.
- 9.2 Asva does not warrant that the information, content, products (including software) or other Services included on or otherwise made available to you on or through the Covered Sites (whether by Asva, its suppliers, service providers or advertisers), Asva's servers or electronic communications sent by Asva are free of viruses or other harmful components.
- 9.3 Asva shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for business losses, loss of contracts or business relationships, profits, data, database, software or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failure of the Covered Sites and products (including software) or other Services or otherwise made available to you on or through the Covered Sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.
- 9.4 You accept that we have an interest in limiting the personal liability of our officers and employees to the extent permitted by law and, having regard to that interest, you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the Covered Sites or these Terms of Use.
- 9.5 The laws of certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

## **10. Breach of Terms of Use**

Without prejudice to Asva's other rights under these Terms of Use, if you breach these Terms of Use in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including (a) temporarily suspend your access to the Covered Sites, (b) permanently prohibit you from accessing the Covered Sites, (c) blocking computers / devices using your IP address from accessing the Covered Sites, (d) contacting any or all of your internet service providers and request that they block your access to the Covered Sites, (e) commence legal action against you, whether for breach of contract or otherwise; and/or (f) suspend or delete your User Registration.

## **11. Governing Law and Dispute Resolution**

- 11.1 These terms and conditions shall be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines.
- 11.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Saint Vincent and the Grenadines.

## 12. **Severability**

If a provision of these Terms of Use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## 13. **Entire Agreement**

These Terms of Use, together with the Privacy Policy constitute the entire agreement between you and Asva in relation to your use of the Covered Sites, and supersede all previous agreements in respect of your use of the Covered Sites. Please note, however, that other aspects of your use of Services may be governed by additional agreements, including service level agreements and software license agreements ("**Individual Service Agreement**"). You will agree to terms and conditions of such Individual Service Agreement when you sign up for that particular product, function, or service. An Individual Service Agreement supplements these Terms of Use. If any term of this Agreement expressly conflicts with any term of an Individual Service Agreement, the conflicting term in the Individual Service Agreement will control. All other terms and conditions in both this Agreement and the Individual Service Agreement will remain in force.

## 14. **Changes to the Terms of Use**

Asva reserves the right, at its sole discretion, to change, modify, add or remove any portion of the Terms of Use, in whole or in part, at any time. If we make any substantial changes to these Terms of Use, we may notify you by prominently posting notice of the changes on the Covered Sites. Any changes will be effective upon expiry of thirty (30) calendar days following our posting of notice of the changes on the Covered Sites. These changes will be effective immediately for new users of our Covered Sites. Your continued use of the Covered Sites and/or the Services made available on or through the Covered Sites after any changes to the Terms of Use are posted will be considered acceptance of those changes.

## 15. **Indemnification**

You agree to indemnify and hold each of Asva, its directors, representatives, employees and contractors, harmless from any claim or demand, including reasonable solicitors' fees, made by any third party due to or arising out of your use of the Covered Sites and / or any Services therein, the breach of these Terms of Use by you, or the infringement by you of any intellectual property or other right of any other person or entity.

## 16. **Confidentiality**

Subject to the express permissions of these Terms of Use, you and us will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms of Use, each of us may use each other's Confidential Information solely to exercise our respective rights and perform our respective obligations under these Terms of Use and shall disclose such Confidential Information solely to those of our respective employees, representatives

and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information. The term 'Confidential Information' shall mean all information disclosed or accessed by you to us or by us to you which is labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. For purposes of these Terms of Use, User Content and User Registration shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Terms of Use; or (d) was or is independently developed by the receiving party without use of the disclosing party's Confidential Information.

## 17. **Terms of Use Updates**

THESE TERMS OF USE ARE CURRENT AS OF THE EFFECTIVE DATE SET FORTH ABOVE. ASVA MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, CHANGE THE TERMS OF USE FROM TIME TO TIME BY UPDATING THIS DOCUMENT. ASVA WILL POST ITS UPDATED TERMS OF USE ON THE WEBSITE ON THIS PAGE. ASVA ENCOURAGES YOU TO REVIEW THE TERMS OF USE REGULARLY FOR ANY CHANGES. YOUR CONTINUED USE OF THIS WEBSITE AND/OR CONTINUED PROVISION OF PERSONAL INFORMATION TO US WILL BE SUBJECT TO THE TERMS OF THE THEN-CURRENT TERMS OF USE.

## 18. **Communication**

- 18.1. If you need to give us notice of anything, including infringement of your rights, or any other non-compliance of any User Content with these Terms of Use, or you have any questions on these Terms of Use, please write to us at [support@asvalabs.com](mailto:support@asvalabs.com).
- 18.2. If we need to give you notice of anything, we shall write to you at the email address you provide to us.