

Terms and Conditions

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Welcome

Welcome to usda.avalonfinance.xyz (referred to as “we,” “us,” or “our”), the informational resource for Avalon Finance as defined below. Avalon Finance provides information about the decentralized non-custodial protocol known as Avalon Finance (the “Avalon Finance,” “Protocol,” or “Avalon Finance DApp”). Please note, usda.avalonfinance.xyz is **not** an access point to the Protocol itself.

These Terms and Conditions, together with any documents incorporated by reference (collectively, the “Terms”), govern your use of usda.avalonfinance.xyz (the “Site”) and app.avalonfinance.xyz (the “Interface”). By accessing or using the Site or Interface, you agree to be bound by these Terms. If you disagree with any part, please do not use our Site or Interface.

1. Use of the Site and the Interface

[Usda.avalonfinance.xyz](https://usda.avalonfinance.xyz) is provided for informational purposes only.

The User must read the Terms of Use carefully before it starts to use the Interface. The User accepts and agrees to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If the User does not want to agree to these Terms of Use, the Privacy Policy, or any documents applicable to them that are incorporated herein by reference, the User must not access or use the Interface. To the extent that there is a conflict between these Terms of Use and any applicable additional terms, these Terms will control unless expressly stated otherwise. If the User does not agree with these Terms of Use, that User may not visit or use the Interface.

[Usda.avalonfinance.xyz](https://usda.avalonfinance.xyz) is not involved in any transactions on the blockchain networks underlying the Avalon Finance Protocol. We do not hold, custody, or control any digital assets that may appear on the Interface, nor do we have access to, or control over, any user funds. Additionally, we do not store, transmit, or receive any crypto assets on your behalf. When you interact with Avalon Finance smart contracts, you do so directly and independently—retaining full control over your digital assets at all times. We do not and cannot access your private keys.

Representations and Warranties

By accessing or using the Site or Interface, you represent and warrant that:

- If you're an individual, you are of legal age in your jurisdiction and have the capacity to enter into these Terms.
- If you're representing an entity, you have the authority to accept these Terms on its behalf.
- You are not a U.S. Person or a resident or national of Hong Kong or Singapore, and you are not acting on behalf of any such person.
- You are not located in a country that is subject to sanctions or embargoes by the United States, United Kingdom, or European Union.
- You are not subject to any economic or trade sanctions and are not listed on any government sanctions list.
- You do not intend to transact with anyone from a sanctioned country or who is on a sanctions list.
- You will not use VPNs or other tools to bypass geographic or legal restrictions.
- Your access does not violate any applicable laws or contribute to illegal activity.

Acknowledgements

By using the Site or Interface, you also acknowledge:

- The Site or Interface may be unavailable at times due to maintenance, malfunctions, network issues, or third-party service interruptions.
- We may limit or revoke your access at any time if we believe you have violated the Terms, and we are not responsible for any resulting losses.
- The Interface may change or be discontinued at any time by third parties.
- The Interface may not be available, appropriate, or lawful for use in certain jurisdictions.

- Information on the Site or Interface is not an offer or financial advice.
- We do not act as your broker or advisor.
- You are solely responsible for how you use the Site or Interface, including any digital asset transfers.
- We owe you no fiduciary duties, and any such duties are waived to the fullest extent permitted by law.
- You are responsible for reporting and paying any taxes related to your activity.
- We are not responsible for the delivery, quality, safety, legality, or success of any digital asset transactions, including those with third parties. You bear all associated risks.

2. Fees

You are solely responsible for all transaction fees associated with blockchain networks, including gas fees and any trading fees shown on the Interface. Avalon Finance does not charge or collect any fees for blockchain transactions or the use of the Site.

3. No Professional Advice or Fiduciary Duties

Nothing in these Terms constitutes legal, financial, business, or tax advice. You are strongly encouraged to consult with qualified advisors before engaging in any activities related to the Site or Interface. All information provided on the Site is for informational purposes only and should not be considered professional advice. You should not take or refrain from any action based solely on the information found on the Site or any other materials we provide, including but not limited to blog posts, articles, third-party links, Discord content, news feeds, tutorials, tweets, and videos. These Terms do not create or impose any fiduciary duties or obligations on Avalon Finance.

4. Proprietary Rights

Avalon Finance retains all rights, titles, and interests in the names, logos, trademarks, copyrights, and other intellectual property displayed on the Site and Interface, including all

content, code, data, and materials accessible through them. However, the code underlying Avalon Finance and the Interface (app.avalonfinance.xyz), which is hosted on IPFS, is open source. Unless expressly stated otherwise, your access to or use of the Site or Interface does not grant you any ownership or other rights to this intellectual property.

However, you are allowed to use the terms “Avalon Finance” and related names (excluding the company name), logos (excluding the company logo), product and service names, designs, and slogans only if your use is not: Deceptive, fraudulent, or manipulative; suggesting a relationship with the company beyond a normal user and platform administrator; or intended to cause confusion or trick others into giving away assets, crypto-assets, or personal information (such as phishing or social engineering).

Additionally, Avalon Finance may use, reproduce, and distribute any feedback you provide—such as comments, bug reports, ideas, or suggestions for improvement—at its sole discretion. By submitting feedback, you grant Avalon Finance an unrestricted, royalty-free license to use or disregard it, including sharing it with third parties, without any obligation or compensation to you.

Subject to the terms and conditions of the Terms of Use, we grant the Users a limited, non-transferable, non-sublicensable, non-exclusive, revocable license to use the Interface for personal use until such time as the Terms of Use terminate or expire or the User’s right to use or access the Interface is terminated.

Users are not permitted to reproduce, distribute, modify, create derivative works of, publicly display or perform, republish, download, store, or transmit any material from the Interface, except as strictly necessary to access and interact with the Interface as intended. This includes temporary storage in a computer’s RAM as part of accessing and viewing content, and automatic caching by a web browser for performance purposes. Users may not print, download, or otherwise retain copies of Interface content for any other purpose. If we make desktop, mobile, or other applications available for download, Users may install and use a copy solely as required to access the Interface, and only if they agree to any applicable end user license terms. At no point may Users modify Interface content, use visual or audio elements separately from accompanying text, or remove or alter any copyright, trademark, or other proprietary notices.

5. Modification, Suspension, and Termination

Avalon Finance reserves the right, at its sole discretion and at any time—with or without prior notice—to modify, suspend, or disable the Site or the subdomain hosting the Interface, either temporarily or permanently, in whole or in part, for any reason.

Our Rights and Your Agreement

We may take legal action, including notifying law enforcement, if the Interface is used illegally or

without authorization. Additionally, we may suspend or terminate your access to the Interface at any time, with or without cause, particularly if you violate these Terms of Use.

We will cooperate fully with law enforcement or court orders requesting information about users. By using the Interface, you waive any claims against Avalon Finance, its affiliates, agents, and service providers for actions taken during or as a result of such investigations.

Due to the nature of blockchain and smart contracts, we cannot review or control actions before they occur on the Interface, nor can we guarantee prompt removal or correction of any objectionable activity afterward. Accordingly, Avalon Finance is not responsible or liable for any transactions, communications, content from users or third parties, or any harm resulting from interactions with blockchains via the Interface, to the fullest extent permitted by law.

If your access is terminated, your right to use the Site or Interface through our subdomain ends immediately. However, because Avalon Finance does not host or own the underlying Interface code, it may still be accessible through third-party sources. Avalon Finance will not be liable for any losses or damages resulting from any modifications, suspensions, or termination of your access.

Updates to These Terms

Avalon Finance may update these Terms from time to time. We will notify you of changes by updating the “Last Modified” date at the top of this document and keeping the current version available at <https://github.com/avalonfinancexyz/website-ts>. All changes take effect upon posting. By continuing to use the Site or Interface after updates, you agree to be bound by the revised Terms.

6. Risks

Using blockchain technology, smart contracts, cryptocurrencies, and related systems involves inherent risks. By accessing or transacting through usda.avalonfinance.xyz, you acknowledge that Avalon Finance does not own, control, or operate the underlying software of the blockchain networks involved. These blockchain protocols are open-source, meaning anyone can use, modify, or distribute the software.

You understand and agree that Avalon Finance is not responsible for the operation, maintenance, or security of the open-source software and networks that power the Interface. There is no guarantee regarding the functionality, security, or availability of these networks or software. Blockchain networks may undergo sudden changes in operating rules, such as “forks,” which could materially affect the Interface.

You are solely responsible for securing your private keys. Avalon Finance does not have access to your private keys, and losing them will permanently prevent access to your blockchain assets.

Neither Avalon Finance nor any other party can recover lost private keys or digital assets. If your keys are lost, you will be unable to transfer or access your digital assets, and you will lose any associated value.

Avalon Finance is not responsible for any third-party content, including information, materials, products, or services outside of its control. Third parties may offer promotions or services related to your use of the Interface, which Avalon Finance neither endorses nor assumes responsibility for. Any engagement with such third-party resources or promotions is at your own risk, and Avalon Finance disclaims all liability arising from such interactions.

Additionally, third-party integrations and external content may pose risks, including the introduction of viruses, malware, or other harmful components to your device or software. Avalon Finance disclaims any liability for damage or loss caused by such third-party content or integrations.

You acknowledge that the blockchain ecosystem is continually evolving, bringing technological and security risks as well as uncertainty regarding digital assets and transactions. Transaction costs on blockchain networks are variable and may increase unexpectedly, potentially affecting your activities and costs when using the Interface.

All transactions made through the Interface are final and irreversible. There are no refunds, and you agree to use the Interface at your own risk.

Avalon Finance must comply with applicable laws, which may require us to take certain actions or provide information upon government request, even if such actions are not in your best interest.

You assume all risks related to the use of the Interface as described above and irrevocably waive, release, and discharge Avalon Finance, its affiliates, and their respective officers, employees, agents, and contractors from any claims, liabilities, or damages arising from these risks.

7. Prohibited Uses

You agree not to engage in any prohibited activities when using the Site or Interface. The following list is illustrative but not exhaustive. By accessing or using the Site or Interface, you confirm that you will not:

- Promote or facilitate illegal activities such as money laundering, terrorist financing, tax evasion, or the buying or selling of illegal drugs, contraband, counterfeit goods, or illegal weapons.

- Conduct transactions involving items that infringe on or violate any copyrights, trademarks, rights of publicity, privacy, or other proprietary rights belonging to Avalon Finance.
- Participate in improper or abusive trading practices, including fraudulent acts or schemes to defraud or mislead; trading ahead of other users or front-running; fraudulent, accommodation, fictitious, pre-arranged, non-competitive transactions; or attempts to manipulate the market such as cornering.
- Upload or transmit malicious code such as viruses, worms, Trojan horses, malware, or any other harmful software that could impair the functionality or operation of the Site or Interface.
- Use the Site or Interface to post or transmit content that is libelous, defamatory, obscene, pornographic, sexually explicit, harassing, hateful, threatening, offensive, discriminatory, abusive, fraudulent, deceptive, or otherwise objectionable, or to incite or promote hate, intolerance, or violence.
- Harass, abuse, or harm any person or entity, including Avalon Finance's collaborators and service providers.
- Impersonate another user or misrepresent your identity in any way.
- Engage in, encourage, assist, or facilitate any third party in engaging in any prohibited activities described here or elsewhere in these Terms.

8. Disclosures and Disclaimers

Usda.avalonfinance.xyz serves solely as an informational website for Avalon Finance. Avalon Finance does not operate an exchange platform, nor does it provide trade execution, clearing services, or have any oversight, involvement, or control over transactions conducted through the Interface. All transactions on the Interface occur directly, peer-to-peer, between users' blockchain addresses via third-party developed, open-source smart contracts.

You are solely responsible for ensuring compliance with all applicable laws and regulations governing your use of Perpetual Contracts. Due to restrictions under the Commodity Exchange Act and related regulations enforced by the U.S. Commodity Futures Trading Commission ("CFTC"), no U.S. Person may enter into Perpetual Contracts using the Interface.

Avalon Finance is not registered or licensed with any regulatory authority or agency, nor has any such authority reviewed or approved the Site or the Interface. The Site and Interface are

provided on an “AS IS” and “AS AVAILABLE” basis without any warranties or guarantees, express or implied.

Avalon Finance does not warrant or guarantee the accuracy, completeness, timeliness, or reliability of any information made available on the Site. Any content is provided for general informational purposes only and should not be relied upon as professional, financial, legal, or investment advice. You acknowledge that your use of any such information is at your own risk.

9. Limitation of Liability

To the fullest extent permitted by applicable law, Avalon Finance, its affiliates, and their respective officers, directors, employees, agents, and representatives shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, or any losses whatsoever (including but not limited to loss of profits, revenue, data, or goodwill), arising out of or in connection with your access to or use of the Site or Interface, regardless of the legal theory under which such liability is asserted, even if Avalon Finance has been advised of the possibility of such damages.

In no event shall Avalon Finance's aggregate liability arising out of or in connection with the Site or Interface exceed one thousand Singapore Dollars (1,000.00 SGD).

10. Indemnification

You agree to indemnify, defend, and hold harmless Avalon Finance, its affiliates, and their respective officers, directors, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to: (a) your use of or conduct in connection with the Site or Interface; (b) your breach or violation of these Terms; (c) your misuse of the Site, Interface, smart contracts, or related services; (d) your violation of any applicable laws, regulations, or third-party rights; or (e) any allegations or claims resulting from your actions or omissions.

Avalon Finance reserves the right, at its sole discretion and at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate fully with Avalon Finance in the defense of such claim. You shall not settle any claim without Avalon Finance's prior written consent.

11. Dispute Resolution and Arbitration

Avalon Finance will make reasonable efforts to resolve any potential disputes through informal, good faith negotiations. If a dispute arises, you must first notify us in writing by sending a notice through any of our official channels. Your notice must include (a) a description of the nature and basis of the claim, and (b) the specific relief sought. We will provide a similar notice if we have a claim against you.

If the dispute is not resolved within sixty (60) days of receiving the notice, both you and Avalon Finance agree to submit the matter to final and binding arbitration administered by the Corte Civil y Mercantil de Arbitraje (CIMA). You understand and agree that all disputes will be resolved by confidential, binding arbitration, not in court.

The arbitration will be conducted by a single arbitrator under CIMA rules, and will take place in Spain, unless both parties agree to an alternative location. Unless otherwise agreed, the arbitrator will not consolidate your dispute with others or hear it as a class or representative action. Any decision or award by the arbitrator may be entered and enforced in any court of competent jurisdiction.

All claims related to these Terms, the Site, or the Interface must be filed within one (1) year after the claim arises. If not filed within that time, the claim is permanently barred.

12. Governing Law

The interpretation and enforcement of the Terms, and any dispute related to the Terms, the Site, or the Interface, will be governed by and construed and enforced under the laws of the British Virgin Islands, as applicable.

13. General Provisions

- Avalon Finance's rights and remedies under these Terms are in addition to any others available under law or equity. If we don't immediately enforce a right under the Terms, it doesn't mean we've waived it.
- Sections 3 to 12 of the Terms will continue to apply even after your access to the Site or Interface ends, along with any other provisions that by nature or law should survive.

- If any part of the Terms is found to be invalid or unenforceable, the rest will remain in effect.
- We are not responsible for delays or failures in providing the Site or Interface caused by events beyond our control. This includes natural disasters, war, civil unrest, government actions, power failures, or technical issues.
- You may not transfer your rights or obligations under these Terms without our prior written consent. We may transfer our rights or obligations under the Terms without needing your consent.
- These Terms are the entire agreement between you and Avalon Finance and replace any previous agreements or understandings related to the Site or Interface.
- If there is a conflict between these Terms and any other agreement you have with us, these Terms will apply—unless the other agreement specifically states it overrides them.
- Unless the Terms say otherwise, no third parties (other than Indemnified Parties) have any rights under these Terms.

14. Links from Interface

The Interface may include links to third-party websites and resources, including those found in advertisements such as banners and sponsored content. These links are provided solely for your convenience. Avalon Finance has no control over the content of any third-party sites and assumes no responsibility for them, including any loss or damage that may result from your use of such sites. If you choose to access any third-party website linked through the Interface, you do so entirely at your own risk and subject to the terms and conditions of that site.

15. Electronic Communications

By accepting these Terms of Use, you consent to receive all communications from us electronically, including via email or other digital means. This includes agreements, notices, disclosures, and other information we may be required—or choose—to provide in writing. You agree that these electronic communications satisfy any legal requirement that such communications be in writing. To the extent permitted by applicable law, you waive any right to require physical documents or non-electronic (wet ink) signatures.

Contact Information

For questions about these Terms, the Site, or the Interface, please contact us through our official channels.