

Avalon Finance

Terms and Conditions

Last modified: December 2, 2024

Welcome to avalonfinance.xyz ("we," "us," or "our"), the informational resource for Avalon Finance, as defined below.

Avalon Finance provides information and resources about the fundamentals of the decentralized non-custodial protocol called Avalon Finance (the "Avalon Finance," "Protocol," or "Avalon Finance DApp"). Avalonfinance.xyz is not an available access point to Avalon Finance.

The Terms and Conditions and any other documents incorporated herein by reference (collectively, the "Terms") to you or the company or other legal entity you represent ("you" or "your") explains the terms and conditions by which you may access Avalonfinance.xyz (the "Site") and app.Avalonfinance.xyz (the "Interface"). Please do not use the Site or Interface if you disagree with any of the Terms.

1. USE OF THE SITE AND THE INTERFACE

The Avalonfinance.xyz site is for informational purposes only.

Avalonfinance.xyz is not part of any transaction on the blockchain networks underlying the Avalon Finance; we do not have possession, custody, or control over any crypto assets appearing on the Interface; and we do not have possession, custody, or control over any user's funds. Further, we do not store, send, or receive any crypto assets. You understand that when you interact with any Avalon Finance smart contracts, you always retain control over your crypto assets. We do not have access to your private keys.

1.1. As a condition to accessing or using the Site or Interface, you represent and warrant to Avalon Finance the following:

1.1.1. If you are an individual person, you are of legal age in the jurisdiction in which you reside, and you have the legal capacity to enter into the Terms and be bound by them;

1.1.2. If you are an entity, you must have the legal authority to accept the Terms on that entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity;

1.1.3. You are not a U.S. Person or a Hong Kong, Singapore resident or national (collectively, "Restricted Person"), nor are you acting as an agent or for the benefit of a U.S. Person or a Hong Kong, Singapore resident or national;

1.1.4. You are not a resident, national, or agent of any country to which the United States, the United Kingdom, or the European Union embargoes goods or imposes similar sanctions (collectively, "Restricted Territories");

1.1.5. You are not subject to economic or trade sanctions administered or enforced by any governmental authority; or otherwise, you are not a member of any sanctions list or equivalent maintained by the United

States government, the United Kingdom government, the European Union, or the United Nations, including without limitation the U.S. Office of Foreign Asset Control Specifically Designated Nationals and Blocked Person List (collectively, "Sanctions Lists Persons");

1.1.6. You do not intend to transact with any Restricted Person or Sanctions List Person;

1.1.7. You do not, and will not, use VPN software or any other privacy or anonymization tools or techniques, or other means, to circumvent, or attempt to circumvent, any restrictions that apply; and

1.1.8. Your access is not (a) prohibited by and does not otherwise violate or assist you in violating any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, letter, or another directive, requirement, guidance, 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, letter, order, judgment, directive or other requirements, guidance, 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 Avalon Finance or you as otherwise duly enacted, enforceable by law, the common law or equity (collectively, "Applicable Laws"); or (b) contribute to or facilitate any illegal activity.

1.2. As a condition to accessing or using the Site or the Interface, you acknowledge, understand, and agree to the following:

1.2.1. From time to time, the Site or the Interface may be inaccessible or inoperable for any reason, including, but not limited to: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that Avalon Finance or any of its suppliers or contractors may undertake from time to time; (c) causes beyond Avalon Finance's control or that Avalon Finance could not reasonably foresee; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason;

1.2.2. We reserve the right to disable or modify access to the Site at any time in the event of any breach of the Terms, including, without limitation, if we reasonably believe any of your representations and 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 Site or the Interface being inaccessible to you at any time or for any reason;

1.2.3. The Interface may evolve, which means third parties may apply changes, replace, or discontinue (temporarily or permanently) the access at any time in their sole discretion;

1.2.4. The pricing information provided on the Site or the Interface does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with Avalon Finance;

1.2.5. Avalon Finance does not act as a broker or advisor for you;

1.2.6. You are solely responsible for your use of the Site or the Interface, including all of your transfers of digital assets;

1.2.7. To the fullest extent not prohibited by Applicable Law, we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities;

1.2.8. You are solely responsible for reporting and paying any taxes applicable to your use of the Interface; and

1.2.9. We have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any digital assets that you may transfer to or from a third party, and we are not responsible for ensuring that an entity with whom you transact completes the transaction or is authorized to do so. If you experience a problem with any transactions in digital assets using the Site or the Interface, you bear the entire risk.

2. FEES

You are required to pay all fees for transactions involving certain blockchain networks. These fees may include gas costs and all other fees reflected on the Interface at your use, including trading-related fees. Avalon Finance does not receive fees for any blockchain transactions or using the Site or the Interface.

3. NO PROFESSIONAL ADVICE OR FIDUCIARY DUTIES

Nothing herein constitutes legal, financial, business, or tax advice, and you are strongly advised to consult an advisor(s) before engaging in any activity in connection herewith. All information provided by the Site 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 on the Site or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. The Terms are not intended to, and do not, create or impose any fiduciary duties on us.

4. PROPRIETARY RIGHT

4.1. Avalon Finance owns all rights, names, logos, and other marks used on the Site and the Interface, including, without limitation, any copyrights in and to any content, code, data, or other materials that you may access or use on or through the Site or the Interface; however, the code for the Avalon Finance and the Interface (app.avalonfinance.xyz) deployed on IPFS is open-sourced. Except as expressly set forth herein, your use of or access to the Site or the Interface does not grant you any ownership or other rights therein.

4.2. Avalon Finance may use and share your comments, bug reports, ideas, or other feedback that you may provide, including suggestions about how we might improve. You agree that Avalon Finance is free to use or not use any feedback we receive from you as we see fit, including copying and sharing such feedback with third parties, without any obligation to you.

5. MODIFICATION, SUSPENSION, AND TERMINATION

5.1. Avalon Finance reserves the right, at our sole discretion, from time to time and with or without prior notice to you, to modify, suspend or disable (temporarily or permanently) the Site or our subdomain to the Interface, in whole or in part, for any reason whatsoever. Upon termination of your access, your right to use the Site or the Interface from our subdomain will immediately cease. However, it would still be accessible via a third party since we do not host or own its code. Avalon Finance will not be liable for any losses suffered by you resulting from any modification to the Site or the Interface or from any modification, suspension, or termination, for any reason, of your access to all or any portion of the Site or the Interface.

5.2. Avalon Finance may revise the Terms from time to time. We will notify you by updating the date at the top of the Terms and maintaining a current version. The most current version of the Terms will always be at <https://avalonfinance.xyz/#/terms-and-conditions>. All modifications will be effective when they are posted. By continuing to access or use the Site or the Interface after those revisions become effective, you agree to be bound by the revised Terms.

6. RISKS

6.1. The use of technology related to blockchain, smart contracts, and cryptocurrencies, among others, entails a risk that by accessing transactions, you are assuming avalonfinance.xyz does not own or control any underlying software through which blockchain networks are formed. The software underlying blockchain networks are open-source so anyone can use, copy, modify, and distribute it. By using the Interface, you acknowledge and agree:

6.1.1. That avalonfinance.xyz is not responsible for the operation of the open-source software and networks underlying the Interface;

6.1.2. That there exists no guarantee of the functionality, security, or availability of that software and networks; and

6.1.3. That the underlying networks are subject to sudden changes in operating rules, such as those commonly referred to as "forks," which may materially affect the Interface. You are responsible for securing your private key(s). We do not have access to your private key(s); losing control of your private key(s) will permanently and irreversibly deny you access to any blockchain-based network. Neither avalonfinance.xyz nor any other person or entity will be able to retrieve or protect your digital assets. If your private key(s) are lost, you will not be able to transfer your digital assets to any blockchain address or wallet. If this occurs, you will not be able to realize any value or utility from the digital assets you may hold.

6.2. Avalonfinance.xyz is not responsible for the content of any third party, including, but not limited to, information, materials, products, or services that avalonfinance.xyz does not own or control. In addition, third parties may offer promotions related to your access and use of the Interface. Avalonfinance.xyz does not endorse or assume any responsibility for such resources or promotions. Suppose you access any such

resources or participate in any such promotions. In that case, you do so at your own risk and understand that the Terms do not apply to your dealings or relationships with any third parties. You expressly relieve Avalon Finance of all liability arising from using such resources or participating in such promotions.

6.3. You understand that the blockchain network remains under development, which creates technological and security risks when using the Interface, in addition to uncertainty relating to digital assets and transactions therein. You acknowledge that the cost of transacting on the blockchain network is variable and may increase at any time, causing an impact on any activities taking place on these blockchains, which may result in price fluctuations or increased costs when using the Interface.

6.4. Transactions entered into in connection with the Interface are irreversible and final, and there are no refunds. You acknowledge and agree that you will access and use the Interface at your own risk.

6.5. We must comply with Applicable Law, which may require us to, upon request by government agencies, take certain actions or provide information that may not be in your best interests.

6.6. You hereby assume and agree that Avalon Finance will have no responsibility or liability for the risks in Section 9. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Avalon Finance, its affiliates, and their respective shareholders, members, directors, officers, employees, agents, representatives, suppliers, and contractors related to any of the risks set forth in this Section 6.

7. PROHIBITED USES

7.1 You agree not to engage in the prohibited uses set forth below. The specific activities set forth below are representative but not exhaustive. By using the Site or the Interface, you confirm that you will not do any of the following:

7.1.1. Promote or facilitate illegal activities, including but not limited to money laundering, terrorist financing, tax evasion, buying or selling illegal drugs, contraband, counterfeit goods, or illegal weapons;

7.1.2. Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity, privacy, or any other proprietary right of Avalon Finance;

7.1.3. Engage in improper or abusive trading practices, including but not limited to (a) any fraudulent act or scheme to defraud, deceive, trick, or mislead; (b) trading ahead of another user of the Site or the Interface or front-running; (c) fraudulent trading; (d) accommodation trading; (e) fictitious transactions; (f) pre-arranged or non-competitive transactions; or (g) cornering;

7.1.4. Uploading or transmitting viruses, worms, Trojan horses, time bombs, cancelbots, spiders, malware, or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Site or the Interface;

7.1.5. Use the Site or Interface in any way that is, in our sole discretion, 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;

7.1.6. Harass, abuse, or harm another person or entity, including Avalon Finance's collaborator and service providers;

7.1.7. Impersonate another user of the Site or the Interface or otherwise misrepresent yourself; or

7.1.8. Engage or attempt to engage or encourage, induce or assist any third party, or yourself attempt, to engage in any of the activities prohibited under this Section 7 or any other provision of the Terms.

8. DISCLOSURES; DISCLAIMERS

Avalonfinance.xyz is an informational site for Avalon Finance. Avalon Finance does not operate an exchange platform or offer trade execution or clearing services and has no oversight, involvement, or control concerning your transactions using the Interface. All transactions between users of the Interface are executed peer-to-peer directly between the users' blockchain addresses through a third-party developed open-source smart contract.

You are responsible for complying with all Applicable Laws that govern your Perpetual Contracts. As a result of restrictions under the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission ("CFTC"), no U.S. Person may enter into Perpetual Contracts using the Interface.

You understand that Avalon Finance is not registered or licensed by any regulatory agency or authority. No such agency or authority has reviewed or approved the use of the Site or the Interface.

You agree that the Site and the Interface are provided on an "AS IS" and "AS AVAILABLE" basis.

Avalon Finance makes no guarantees of any kind or connection with the Site or the Interface.

9. LIMITATION OF LIABILITY

In no event shall Avalon Finance, its affiliates, its suppliers and contractors, and its affiliates', suppliers' and contractors' respective stockholders, members, directors, officers, managers, employees, attorneys, agents, representatives, suppliers, and contractors shall be liable for any direct, indirect, incidental, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of fiat, assets, data, information, revenue, opportunities, use, goodwill, profits or other business or financial benefit) arising out of or in connection with the Site or the Interface, or other item provided by or on behalf of Avalon Finance, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not we have been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of the Terms or any limited remedy hereunder nor is Avalon Finance in any way responsible for the execution or settlement of transactions between users of the Interface.

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 will defend, indemnify, and hold harmless Avalon Finance, its affiliates, members, member, managers, employees, attorneys, representatives, suppliers, and contractors from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (a) your use of or conduct in connection with the Site or the Interface (b) your violation of the Terms; or (c) your misuse of the Site or the Interface, or any smart contract and/or script related thereto; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; (e) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right; (f) your use of a third-party product, service, and/or website; or (g) any misrepresentation made by you. We reserve the right to assume, at your expense, the exclusive defense, and control of any matter subject to indemnification by you. You agree to cooperate with our defense of any claim. You will not, in any event, settle any claim without our prior consent.

11. DISPUTE RESOLUTION & ARBITRATION

Avalon Finance will use its best efforts to resolve potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending a written notice of your claim ("Notice") to Avalon Finance on any of our official channels. The notice must (a) describe the nature and basis of the claim and (b) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and Avalon Finance cannot reach an agreement to resolve the claim within sixty (60) days of your email, then you and Avalon Finance agree to resolve the potential dispute according to the process set forth below.

Any claim or controversy arising out of or relating to the Site, the Interface, or the Terms, or any other acts or omissions for which you may contend that we are liable, including (but not limited to) any claim or controversy as to arbitrability ("Dispute"), shall be finally and exclusively settled by arbitration under the Corte Civil y Mercantil de Arbitraje (CIMA). You understand that you are required to resolve all Disputes by binding arbitration. The arbitration shall be confidential before a single arbitrator, who shall be selected pursuant to the CIMA rules. The arbitration will be held in Madrid, Spain, unless you and we both agree to hold it elsewhere. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Any claim arising out of or related to the Terms or the Site or the Interface must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and Avalon Finance will not have the right to assert the claim.

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 INFORMATION

13.1. Any right or remedy of Avalon Finance set forth in the Terms is in addition to, and not in lieu of, any other right or remedy whether described in the Terms, under Applicable Law, at law, or in equity. The failure or delay of Avalon Finance in exercising any right, power, or privilege under the Terms shall not operate as a waiver thereof.

13.2. The following sections of the Terms will survive any termination of your access to the Site or the Interface, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 3 through 12.

13.3. The invalidity or unenforceability of any terms shall not affect the validity or enforceability of any other terms, all of which shall remain in full force and effect.

13.4. Avalon Finance will have no responsibility or liability for any failure or delay in performance of the Site or the Interface, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, any law, order regulation, direction, action or request of the government, communications, power failure, or equipment or software malfunction.

13.5. You may not assign or transfer any right to use the Site, the Interface, or any of your rights or obligations under the Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under the Terms, in whole or part, without notice or obtaining your consent or approval.

13.6. The Terms contain the entire agreement between you and Avalon Finance and supersede all prior and contemporaneous understandings between the parties regarding the Interface and the Site or the Interface.

13.7. In the event of any conflict between the Terms and any other agreement you may have with us, the Terms will control unless the other agreement specifically identifies the Terms and declares that the other agreement supersedes the Terms.

13.8. You agree that, except as otherwise expressly provided in the Terms, there shall be no third-party beneficiaries to the Terms other than the Indemnified Parties.

CONTACT INFORMATION

If you have any questions about the Terms, the Site, or the Interface, please get in touch with Avalon Finance on any of our official channels.