

# Elk Finance Terms of Use

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## 1. Introduction

Welcome to <https://app.elk.finance>, a website-hosted user online interface (the "Interface") provided by Elk Finance ("Elk Finance", "we", "our", or "us"). The Interface provides access to a multi-chain decentralized finance protocol ("Elk Finance Protocol" or "Protocol") on several public and distributed blockchains, such as – among others – Avalanche, Polygon, Fantom, Huobi Eco, Binance Smart Chain and Gnosis chain (the "Blockchains"), that allow users of assets ("Digital assets") to transact using smart contracts ("Smart Contracts") and execute cross-chain swaps of arbitrary tokens. The Protocol further combines a state-of-the-art liquidity pooling system with a decentralized peer-to-peer network. The Interface is one, but not the exclusive, means of accessing the Protocol.

These Elk Finance Terms of Use ("Terms" or "Agreement") apply to you as a user of the Interface and Elk Finance and concern the products, services, tools, and information made available on the Interface.

Please read these Terms carefully before using the Interface. These Terms apply to any person accessing the Interface, and by using the Interface you agree to be bound by them. If you don't want to be bound by them, you should not access the Interface. By using the Interface in any capacity, you agree that you have read and understood these Terms.

Please read these Terms carefully to ensure that you understand each provision. This agreement contains a mandatory individual arbitration and class



action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

## 2.Modification of the Terms

We reserve the right, at our sole discretion, to modify this Agreement from time to time. If we make any modifications, we will notify you by updating the date at the top of the Agreement and by maintaining a current version of the Agreement at <https://elk.finance/terms-of-use/>. You accept that by doing so, we provide you with sufficient notice of such change.

All modifications will be effective when they are posted, and your continued accessing or use of the Interface will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using the Interface.

## 3.Eligibility

You must be able to form a legally binding contract online either as an individual or on behalf of a legal entity. You represent that, if you are agreeing to these Terms on behalf of a legal entity, you have the legal authority to bind the company or other legal entity to these Terms and you are at least 18 years old or the age of majority where you reside, whichever is older, can form a legally binding contract online, and have the full right, power and authority to enter into and to comply with the obligations under these Terms.

## 4. Privacy Policy

When you use the Interface, the only information we collect from you is your blockchain wallet address, completed transaction hashes, and the token names, symbols, or other blockchain identifiers of the tokens that you swap or deposit in the staking and liquidity pools. We do not collect any personal information from you (e.g., your name or other identifiers that can be linked to you). We do, however, use third-party service providers, like Google Analytics, which may receive or independently obtain your personal information from publicly available sources. We do not control how these third parties handle your data and you should review their privacy policies to understand how they collect, use, and share your personal information. By accessing and using the Interface, you understand and consent to our [Privacy Policy](#).

We use the information we collect to detect, prevent, and mitigate financial crime and other illicit or harmful activities on the Interface. For these purposes, we may share the information we collect with blockchain analytics providers. We share information with these service providers only so that they can help us promote the safety, security, and integrity of the Interface. We do not retain the information we collect any longer than necessary for these purposes.

Please note that when you use the Interface, you are interacting with the Blockchains, which provide transparency into your transactions. Elk Finance does not control and is not responsible for any information you make public on these blockchains by taking actions through the Interface.

## 5. Access to the Protocol

The Interface provides access to the Elk Finance Protocol on the Blockchains. The Interface is one, but not the exclusive, means of accessing the Protocol. You understand and acknowledge that we do not broker trading orders on your behalf, nor do we collect or earn fees from your trades on the Protocol. We also do not facilitate the execution or settlement of your trades, which occur



entirely on the Blockchains. Fees are acquired by liquidity providers who deposit funds in the pools on the basis of Protocol settings that Elk Finance does not control and which may change over time.

The Interface is a purely non-custodial application, meaning you are solely responsible for the custody of the cryptographic private keys to the digital asset wallets you hold. This Agreement is not intended to, and does not create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that 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, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

Using the Protocol may require that you pay a fee, such as gas charges on the Blockchains (depending on the case) to perform a transaction. You acknowledge and agree that Elk Finance has no control over the functioning of the Blockchains nor over any transactions, the method of payment of any transactions, or any actual payments of transactions. You must ensure that you have a sufficient balance to complete any transaction on the Protocol before initiating such transaction.

## **6. Duties of the User**

You acknowledge and agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations applicable to your use of the Interface. You accept that it is your responsibility to assess whether the use of the Interface is lawful in your jurisdiction. Even if this Interface is accessible in your geographic area, the activities and services accessible on the Interface are not specifically addressed directed in your country and Elk Finance is not accountable for your respect of applicable legal requirements, as indicated below.

As a condition to accessing or using the Interface, you:



- will only use the Services and the Interface for lawful purposes and in accordance with these Terms;
- will ensure that all information that you provide on the Interface is current, complete, and accurate;
- will maintain the security and confidentiality of access to your cryptographic private keys to the digital asset wallets you hold.

You further acknowledge and agree to exercise diligence against any type of fraudulent behavior or fake information put in place by third parties in connection to ELK Finance's services, aiming to circumvent you and/or steal your funds. ELK Finance will not be responsible for any loss that could arise from the described situations, that cannot be considered under its control. Please report any kind of fraud or circumvention to [legal@elklabs.org](mailto:legal@elklabs.org).

## 7. Prohibited Activities

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Interface:

- Intellectual Property Infringement. Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law;
- Violation of any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws;
- Cyber Attack. Activity that 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;
- Fraud and Misrepresentation. Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate,

or misleading information in order to unlawfully obtain the property of another;

- Market Manipulation. Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading;
- Harm of other users. Use the Interface in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Interface or the Elk Finance Protocol, or that could damage, disable, overburden, or impair the functioning of the Interface or the Elk Finance Protocol in any manner;
- Any Other Unlawful Conduct. Activity that violates any applicable law, rule, or regulation of any relevant jurisdiction.

## 8. Assumption of Risk

By accessing and using the Interface, you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as bitcoin (BTC), ether (ETH), phantom (FTM), polygon (MATIC), and other digital assets such as those following the Ethereum Token Standard (ERC-20). In particular, you understand that blockchain-based transactions are irreversible.

You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase dramatically at any time. You further acknowledge and accept the risk that your digital assets may lose

some or all of their value while they are supplied to the Protocol through the Interface.

In the light of the above, you further acknowledge that the Interface and your use of the Interface involves certain risks, including without limitation the following risks:

- That any Smart Contracts you interact with are entirely your own responsibility and liability, and that Elk Finance is not party to the Smart Contracts;
- At any time, your access to your Digital assets may be suspended or terminated or there may be a delay in your access or use of your Digital assets which may result in the Digital assets diminishing in value or you being unable to execute a Smart Contract;
- There may be technical problems, cyber attacks or other events which can determine the malfunctioning of the Protocol and amount in the definitive loss of your funds;
- And the Interface and/or the Protocol may be suspended or terminated for any or no reason, which may limit your access to your Digital assets.

Accordingly, you expressly agree that we are not responsible for any of these variables or risks, do not own or control the Protocol, and cannot be held liable for any resulting losses that you experience while accessing or using the Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Interface to interact with the Protocol. You further expressly waive and release Elk Finance from any and all liability, claims, causes of action, or damages arising from or in any way related to your use of the Interface or the Smart Contracts.

## 9.Third-Party Links

The Interface may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them.

The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

## 10. Intellectual Property Rights

We are the owner of all intellectual property rights in the Interface and the material published on them. These works are protected by copyright laws and all such rights are reserved.

<https://elk.finance/> is the uniform resource locator ('URL') of Elk Finance. Please inform us if you intend to make use of this URL (or any other URL owned by us) on another website or digital platform.

You agree not to monitor, use or copy our web pages or any content, graphic elements, or trademarks contained therein without our prior consent. Any unauthorized use or reproduction may be prosecuted.

You will retain ownership of all copyright in data you upload or submit to the Interface. You grant us a worldwide, royalty-free, irrevocable license to use, copy, distribute or publish and send this data in any manner.

## 11. Non-Solicitation; No Investment Advice

You agree and understand that all the transactions that you submit through the Interface are considered unsolicited, which means that you have not received any investment advice from us in connection with any trades and that we do not conduct a suitability review of any trades you submit.

All information provided by the Interface is for informational purposes only and should not be construed as investment advice. You should not take, or refrain from taking, any action based on any information contained in the Interface. We do not make any investment recommendations to you or opine on the





merits of any transaction or opportunity. You alone are responsible for determining whether any transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance. Nothing included in the Interface constitutes an offer or solicitation to sell, or distribution of, investments and related services to anyone in any jurisdiction. We recommend that you seek independent advice from financial advisory before making any such decision.

From time to time, reference may be made to data we have gathered. These references may be selective or may be partial. As markets change continuously, previously published information and data may not be current and should not be relied upon.

## 12. Disclaimers

The Interface is provided on an “as is” and “as available” basis. To the fullest extent permitted by law, we disclaim any representations and warranties of any kind, whether express, implied, or statutory, including (but not limited to) the warranties of merchantability and fitness for a particular purpose. You acknowledge and agree that your use of the Interface is at your own risk. We do not represent or warrant that access to the Interface will be continuous, uninterrupted, timely, or secure; that the information contained in the Interface will be accurate, reliable, complete, or current; or that the Interface will be free from errors, defects, viruses, or other harmful elements. No advice, information, or statement that we make should be treated as creating any warranty concerning the Interface. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Interface.

We reserve the right to limit the availability of the Interface to any person, geographic area or jurisdiction we so desire and/or to terminate your access to and use of the Interface, at any time and in our sole discretion. We may

suspend or disable your access to the Interface if we consider it reasonable to do so, e.g. if you breach these Terms.

You acknowledge and agree that we will not be liable to you for any loss or damage you may suffer as a result of the Interface being unavailable at any time for any reason.

## 13. No Warranties

We do not guarantee that the Interface will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access the Interface. You should use your own virus protection software. We do not guarantee that the use of the Interface, or any content taken from the Interface, will not infringe the rights of any third party.

## 14. Indemnity

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of the Interface; (b) your violation of any term or condition of this Agreement, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of the Interface with your assistance or using any device or account that you own or control.

## 15. Limitation of Liability

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including

(but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access or use of the Interface, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Interface or the information contained within it. We assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Interface; (c) unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein; (d) interruption or cessation of function related to the Interface; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Interface; (f) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Interface; and (g) the defamatory, offensive, or illegal conduct of any third party. Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount you paid to us in exchange for access to and use of the Interface, or 1.000 (one thousand) CHF, whichever is greater. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in this Agreement may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

## 16. Assignments

We may perform any of our obligations, and exercise any of the rights granted to us under these Terms, through a third-party. We may assign any or all our rights and obligations under these Terms to any third-party.

## 17. Severability

If any clause or part of any clause of these Terms is found to be void, unenforceable or invalid, then it will be severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms.

No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

If any of the provisions in these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

All disclaimers, indemnities and exclusions in these Terms shall survive termination of the Terms and shall continue to apply during any suspension or any period during which the Interface is not available for you to use for any reason whatsoever.

## 18. Dispute Resolution

We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to [legal@elklabs.org](mailto:legal@elklabs.org) so that we can attempt to resolve it without resorting to formal dispute resolution. If we are not able to reach an informal resolution within sixty days of your email, then you and we both agree to resolve the potential dispute according to the process set forth below.

Any dispute, controversy, or claim arising out of or in relation to these Terms, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of

Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one or three; the seat of the arbitration shall be determined by the arbitrator(s); the arbitral proceedings shall be conducted in English.

## 19. Governing Law

You agree that, without regard to principles of conflict of laws, Swiss law governs this Agreement and any Dispute between you and us.

## 20. Waivers

With respect to all persons and entities, regardless of whether they have obtained or used the Interface for personal, commercial or other purposes, all disputes, controversies or claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You agree that, by entering into this agreement, you and Elk Finance are each waiving the right to a trial by jury or to participate in a class action, collective action, or other representative proceeding of any kind.

## 21. Entire Agreement

These Terms and the documents referred to in them set out the entire agreement between you and us with respect to your use of the Interface, Elk Finance and the services provided via the Interface and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between you or us.

## Contacting Us

Should you have any questions about these Terms, or wish to contact us for any reason whatsoever, please do so by sending us an email at [legal@elklabs.org](mailto:legal@elklabs.org).