

EVAA. Lending Protocol on TON Blockchain: Terms of Use

1. Acceptance of Terms

By accessing or using the services provided by EVAA (the “Services”), you agree to comply with and be bound by these Terms of Use (the “Terms”). If you do not agree to these Terms, please do not use the Services.

2. Eligibility and Access

- 2.1 Legal Age: Users must be at least 18 years of age or the age of legal majority in their jurisdiction.
- 2.2 Prohibited Jurisdictions: Users residing in, located in, or accessing the Services from jurisdictions where the Services are prohibited, including but not limited to the United States of America, are not allowed to use the Services.
- 2.3 Compliance: Users must comply with all applicable laws and regulations and are solely responsible for understanding the legal status of the Services in their jurisdiction.

3. User Responsibilities and Conduct

- 3.1 Knowledge and Risks: Users are responsible for acquiring adequate knowledge of blockchain technology, smart contracts, and the Services, and for understanding the risks involved.
- 3.2 Security: Users must secure their private keys, passwords, and any other credentials used to access the Services.
- 3.3 Lawful Use: Users must use the Services for lawful purposes only and must not engage in any activities that could harm the Services or other users.

4. Intellectual Property Rights

- 4.1 Ownership: All intellectual property rights in the Services, including but not limited to trademarks, copyrights, and patents, are owned by EVAA or its licensors.
- 4.2 Restrictions: Users may not copy, modify, distribute, or reverse engineer any part of the Services or its content without express written permission from EVAA.

5. Dispute Resolution and Governing Law

- 5.1 Arbitration: Any disputes arising from these Terms or the use of the Services shall be resolved through binding arbitration under the rules of the International Chamber of Commerce, in London, United Kingdom.
- 5.2 Governing Law: These Terms are governed by the laws of the United Kingdom, without regard to its conflict of law principles.
- 5.3 Class Action Waiver: Users agree to resolve disputes on an individual basis and waive the right to participate in class action lawsuits.

6. Limitations and Disclaimers

- 6.1 No Warranty: The Services are provided “as is” and “as available,” without any warranties of any kind, either express or implied.

- 6.2 Limitation of Liability: EVAA shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to these Terms or the Services.

7. Amendments and Termination

- 7.1 Amendments: EVAA reserves the right to modify these Terms at any time. Continued use of the Services following modifications constitutes acceptance of the amended Terms.
- 7.2 Termination: EVAA may terminate or suspend access to the Services at any time, without prior notice, for conduct that violates these Terms or is harmful to other users of the Services, EVAA, or third parties, or for any other reason.

8. Contact Information

For inquiries, concerns, or disputes, please contact us at evaaprotoocol@gmail.com

9. Final Provisions

- 9.1 Severability: If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 9.2 Entire Agreement: These Terms, along with any documents referenced herein, constitute the entire agreement between the user and EVAA regarding the use of the Services.