

Last updated on: 20 December 2022

Effective date: 20 December 2022

Thank you for choosing the everPay Service. This everPay Service Agreement ("Agreement") is entered into by and between [EVERFIN LTD] (the Company), its related companies, business units and affiliates, and their respective representatives and/or agents (collectively referred to herein as everVision, we, me or our) and you ("you" or "your").

[EVERFIN LTD] ("we", or "us", or "our"), a technology company focused on providing infrastructure for Web3, has adopted a new Storage Consensus Paradigm (SCP) with the vision of supporting 1 billion users to Web3 sites. Explore a new Web3 development paradigm that improves user experience, lowers user barriers, and enhances web performance. We host a top-level domain site: <https://everpay.io>, which provides information about everPay and our products, as well as information about subdomains of our products ("Sites") that include text, images, audio, code and other materials or third-party information.

This Service Agreement (as defined below) applies only to sites hosted by the top-level domain: <https://everpay.io>. Please ensure the authenticity of the site before clicking or otherwise interacting with it from the site you are visiting. For the avoidance of doubt, we have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party web sites or services. We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or service.

This Service Agreement ("**Agreement**" or "**Service Agreement**") contains the terms and conditions that govern your access to and use of the Site and Services (as defined below) provided by us and is an agreement between us and you or the entity you represent. Please read this Service Agreement carefully before using the Site or the Services. By using the Site, or clicking a button or checkbox to accept or agree to the Terms of Service of this Service Agreement (if that option is available), or by filling out an order for Services, or, if earlier, by using or otherwise accessing the Services ("**Effective Date**"), you (1) accept and agree to this Service Agreement and to our posting from time to time of any additional terms, rules and conditions of participation, and (2) consent to the collection, use, disclosure and other processing of information as described in our Privacy Policy. If you do not agree to this Service Agreement, you may not access or use the Services.

Please read these Terms of Use carefully, as they govern your use of the everPay Service. **These Terms of Service contain a number of important provisions, including an arbitration provision that requires all claims to be resolved through legally binding arbitration.** The arbitration provision is set forth in Section X below under "Dispute Resolution: Place of Arbitration, Arbitration, Class Action Waiver". As with any asset, the value of digital currencies (as defined below) may fluctuate significantly and there is a substantial risk that you may incur financial losses when buying, selling, holding or investing in digital currencies and their derivatives. **By using the everPay Services, you acknowledge and agree that (1) you understand the risks associated with trading**

in digital currencies and derivatives, (2) you assume all risks associated with using the everPay Services and making transactions in digital currencies and derivatives, and (3) everPay is not responsible for such risks or adverse outcomes.

By accessing, using or attempting to use **the** everPay Services in any capacity, you acknowledge that you accept and agree to be bound by these Terms of Use. If you do not agree, do not access **everPay**, **the everPay Agreement** or use the everPay Services.

I. Acknowledgement of everPay Service Agreement

1. Please read the contents of this Agreement carefully first, especially the bolded portions of the font. If you are in doubt about the content of this Agreement or the information on the page prompts, do not proceed to the next step. You may make inquiries through the info@ever.finance media channel on the everPay website (defined below) so that we can explain and clarify for you.
2. We host a top-level domain site at <https://everpay.io> and by clicking on the page or otherwise confirming, you agree to this Agreement.
3. You understand that this Service Agreement and related agreements apply to **everPay, the everPay Agreement** and our self-developed and owned decentralized applications ("DApps") on **everPay**.
4. By clicking, or tapping any button or input box on everPay, or by accessing or using the Services, you are deemed to have fully read and accepted the terms of this Service Agreement in its entirety, and this Service Agreement is effective immediately and binding on both parties. *if you do not agree to the terms of this service agreement, you must immediately cease using everpay.*
5. Please confirm that you are of legal age, and if not, please inform your guardian and read this Agreement and use our Services under the direction of your guardian. You are also required to comply with the laws of your country or region, and you acknowledge that entering into and performing this Agreement does not violate the laws and regulations of the country or region in which you are, reside, or conduct business or other operations.
6. In order to further improve the user experience, we will continue to update the Services by providing users with version upgrades, feature upgrades, rule upgrades and other updates to the Services and content, and this Agreement may be updated accordingly. Updates will become effective on the specified date. If you do not agree with the content of the updated agreement, you have the right to stop using the relevant services; if both parties agree, they may also change the relevant services and the content of the corresponding terms and conditions.
7. Your attention is drawn to the fact that your use of everPay following any such modifications to these Terms of Service constitutes your acceptance of these modified Terms of Service.

II. everPay Definitions

Unless otherwise expressly referred to in this Agreement, the following terms are defined as follows.

1. **everPay**: means the everPay website (the domain name of which includes but is not limited to [\[https://everpay.io\]](https://everpay.io)(<https://everpay.io>), mobile applications, and other applications etc. for the provision of), the ecosystem created by mobile applications, and other applications etc. for the provision of the everPay Services, including In the event of any inconsistency between the terms of use of each of the aforementioned platforms, such as everScan, and these Terms of Use, the applicable terms and conditions of each of those platforms shall prevail.
2. **everPay Service**: refers to everVision's cross-chain payment settlement protocol that provides real-time, low-fee token payment settlement for users and merchants. everPay locks crypto assets from other public chains into smart contracts and maps them to the protocol to provide real-time payment settlement for users.
3. **everPay Rules**: means all rules, interpretations, announcements, statements, consents, etc. that have been and will be published in all of everPay, as well as all rules, implementation rules, product process instructions, announcements, etc. that are published in the Help Center, product or service processes
4. **everPay Protocol**: everPay is a cross-chain token payment protocol that provides real-time and inexpensive token payment capabilities for users and merchants. The protocol is based on a stored computing paradigm with transparent, trusted, efficient and fast features.

Assets from other public chains are locked into a smart contract and mapped on the protocol to generate corresponding assets, and once the assets are generated users can make any transfers and payments on the protocol.

All transactions are done by off-chain smart contracts, and all transaction records are stored on Arweave, which can be downloaded and verified by anyone.

5. **everPay Transaction**. It refers to the transaction information corresponding to everPay recharge, everPay transfer, everPay withdraw that occurred on everPay account. It contains key information such as token information, token address, user address (top-up/withdraw), user account name, specific token asset, specific token asset amount, the chain where it is located, etc.
6. **Arweave**: Blockchain-based file storage protocol with one-time payment, permanent storage, and immutability. everPay ensures data consistency and decentralization by storing everPay transaction records permanently on Arweave.
7. **User**: means any person, institution or organization that accesses or uses everPay, or uses the everPay Services, and meets the qualifications and conditions set forth by everPay; if there are other agreements for developers, distributors, market makers, digital currency exchanges and other entities, such other agreements shall be followed.
8. **Specified Users**: Users who are required to cooperate with us in fulfilling our personal information disclosure obligations in accordance with the laws, regulations and policies of Singapore and other countries.

9. **Developer User:** A User who uses the services provided to Developers such as everPay Code and Developer Mode in accordance with our notices and related agreements.

10. **Excluded Persons:**

deposit(1)deposit (1) depositA person, other than a natural person, who has the legal and conscious capacity to enter into this Service Agreement; or

deposit(2)deposit (2) depositA person who is prohibited, restricted, unauthorized or ineligible to use the Services (as defined in this Service Agreement) in any form or manner (in whole or in part) by reason of this Service Agreement, law, regulatory requirements or the provisions of the jurisdiction applicable to such user (3) For the avoidance of doubt, any person who is prohibited, restricted, unauthorized or ineligible to use the Services (as defined in this Service Agreement) in any form or manner, in whole or in part, or under the applicable jurisdictions.

(3) For the avoidance of doubt, users who are residents of and/or domiciled in China are also covered by the definition of "excluded persons".

We do not provide services to Excluded Persons. If you are an Excluded Person, please stop using our Services immediately. If you continue to use our Services, you acknowledge and agree that you will be subject to all applicable laws, rules and regulations of the jurisdiction in which you reside, and you shall hold us harmless from any liability arising out of such use, including, without limitation, damages, third party claims or administrative penalties against us for such breach, default, violation, and reasonable legal and administrative costs, fees and expenses, including reasonable attorneys' fees.

(4) depositProhibited Jurisdictions:deposit means Bosnia and Herzegovina, the Democratic People's Republic of Korea (DPRK), Ethiopia, Iran, Iraq, Syria, Uganda, Vanuatu, Yemen, Lithuania or any other country subject to United Nations sanctions; or any country/territory where services cannot be provided to such person if such person or any created or organized entity, including but not limited to any corporation, company or partnership is a citizen, resident or person located or residing in that country, including its state, territory in or under the laws of that country.

11. **Identity:** means the digital identification identity generated based on your public-private key pair.
12. **Beginner's Guide:** means the everPay operating guide that we provide to you before you use everPay (and in the future) to help you understand the basics of the blockchain.
13. **Wallet:** means a digital wallet that holds or records information about any digital tokens created and/or received on the blockchain.
14. **Connected Wallet:** means the process of connecting a wallet using everPay after you have accepted this Service Agreement.

15. **Address:** means the address on the blockchain.
16. **depositSmart Accounts:**deposit The everPay protocol will support traditional Internet accounts in the future. With Webauthn (R1) technology, everPay can use the encryption chip on hardware such as a mobile phone as the key to the account. Users only need a mobile phone or an email address to navigate the encrypted world.
17. **Digital Token:** means a cryptographic token, digital token or cryptocurrency with a certain value that is generated based on blockchain technology and cryptography, issued and managed in a decentralized form. everPay refers to the currently supported types of digital currencies, including but not limited to ETH, AR, etc.
18. **Digital Asset:** A digital currency, a derivative of the former, or other type of electronically generated asset that has some value.
19. **Non-homogenized token (NFT):** is a unit of data stored on a blockchain (digital ledger) that can represent unique digital assets such as artwork.
20. **NFT Auction:** The process of buying and selling NFTs, which involves bidding and the highest bidder buying.
21. **Personal Information:** means all kinds of information recorded electronically or otherwise that can identify the user personally, either alone or in combination with other information, including but not limited to personal biometric information, email address, wallet address, mobile device information, operation records, transaction records, etc., but excluding the user's wallet password, private key, helper word, Keystore.

III. everPay Service Content (collectively, the "Services")

By clicking or triggering any interaction with everPay, you may use the everPay Services in accordance with these Terms of Use (including the everPay Rules and other individual agreements), including, but not limited to, conducting cross-chain operations (withdraws, deposit), wallet operations: transfers, exchanges, liquidity mining, NFT auctions, etc. in everPay, accessing market data, research and other information published by everPay, participating in user events organized by everPay, etc. market data, research and other information published by everPay, participation in user events organized by everPay, etc. everPay has the right to.

1. undertake, modify or terminate the provision of any everPay Services at its sole discretion; and
2. Some users are allowed or prohibited from using any everPay service in accordance with the relevant everPay platform rules.

1. Service access guidelines

1. **License** Subject to your continued compliance with the terms and conditions expressly set forth in these Terms of Use, everPay grants you a revocable, limited, non-exclusive, non-transferable and non-sublicensable license to access and use the everPay Services for your own personal/internal purposes through your computer or Internet compatible device. You may not use the everPay Services for resale or commercial purposes, including conducting transactions on behalf of others or other entities. All such use is expressly prohibited and constitutes a material breach of these Terms of Use. The arrangement, format, functionality and access to the everPay Services shall be at the sole discretion of everPay. everPay hereby reserves all rights not expressly granted in these Terms of Use. Accordingly, you are hereby prohibited from using the everPay Services in any manner not expressly authorized by these Terms of Use.

These Terms of Use grant only a limited license to access and use the everPay Services. Accordingly, you hereby agree that in connection with your use of the everPay Services, everPay will not transfer to you or any other person any ownership or intellectual property rights in the everPay Services or in any of everPay's intellectual property. The design, structure, selection, coordination, expression, "interface look" and arrangement of all text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, programs, software, products, information and documentation, and any content included in or made available through the everPay Services, are owned by everPay operator or its members, parents, licensors or affiliates exclusively own, control and/or license the Services.

everPay will own any feedback, suggestions, ideas or other information or materials about everPay or the everPay Services that you provide via email, the everPay Services or otherwise ("Feedback"). You hereby assign to everPay all right, title and interest in and to all intellectual property rights related to the Feedback. you will not be entitled to, and you hereby waive, any claim for acknowledgement or compensation based on any Feedback or any changes made in response to any Feedback.

2. Restrictions

When you use the everPay Service, you agree and undertake to abide by the following.

- all activities conducted by you during your use of the everPay Services will comply with applicable laws, regulatory requirements, these Terms of Use, and the various guidelines of CoinAid.
- your use of the everPay Services will not be contrary to the public interest, public morals or the legitimate interests of others, including taking any action that would interfere with, disrupt, adversely affect or prohibit other users from using the everPay Services; and
- following commercial use of everPay data is prohibited, except with everPay's written consent:

Any other website/application/service that charges fees or otherwise makes

commercial profit (including through advertising or referral fees) for market data obtained from everPay

- You shall not (i) violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and counter-terrorism financing laws and any relevant and applicable privacy and data collection laws; (ii) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Site or Services or extract data; (iii) probe, scan or test the everPay any action that imposes an unreasonable or disproportionately large load on the everPay Services or any system or network infrastructure connected to the everPay Services; (vi) use any device, software or routine to interfere with the proper functioning of the everPay Services or any transaction conducted on the everPay Services or any other person's use of the everPay Services; (vii) falsify a letterhead, impersonate another person or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmission you send to everPay, or (viii) use the everPay Services in an unlawful manner.
3. By accessing the everPay Services, you agree that everPay has the right to investigate any violation of these Terms of Use, to determine unilaterally whether you have violated these Terms of Use, and to take action to apply relevant regulations without your consent or prior notice. Examples of such actions include, but are not limited to.
- Blocking and closing order requests.
 - Reporting incidents to the authorities.
 - Disclosure of alleged violations and action taken;
 - Remove any offending information you have posted.
4. **everPay cross-chain service.**
- everPay's assets correspond 1:1 to the on-chain assets. This includes, but is not limited to, the following approaches: on Ethereum we use multi-signature contracts to lock assets, and on Arweave we use gated signature technology to lock assets. everPay protocol currently supports two cross-chain solutions, multi-signature and gated signature.

1. **Multi-signature**

Smart contract enabled public chain, everPay uses multi-signature technology to deploy a lock-in contract. Multiple keys are held by different asset managers.

The protocol listens to asset transfer events and ensures that the corresponding asset is mapped on the everPay protocol after the transaction is confirmed.

When a user initiates an asset destruction transaction, that transaction is verified and packaged onto a stored blockchain (Arweave). The asset manager listens to the stored blockchain, validates the user's destruction transaction, and then signs a valid destruction transaction to send to the

public chain. When a certain number of asset managers complete multiple signatures, the locked assets are released to the user.

2. **Threshold Signature**

For public chains that do not support smart contracts, the threshold signature technique is temporarily used to ensure that user assets are locked. The mechanism is similar to multi-signature.

- **Deposit and withdraw.** You can use everPay's top-up and withdraw functions to manage your digital tokens, i.e., to electronically sign with your private key and make changes to the ledger of the relevant blockchain.

1. **Deposit:** The payer transfers everPay supported assets from the host chain (including but not limited to Arweave, Ethereum, Moonbeam, PlatON, etc.) to the recipient's address on everPay in the same format as the wallet blockchain address used for the connection.

You are aware that blockchain miner fees are payable for top-up transactions and that everPay does not charge any top-up fees.

2. **Withdraw:** The payer transfers the assets on everPay to the target chain supported by everPay (including but not limited to Arweave, Ethereum, Moonbeam, PlatON, etc.)

You are aware that there is a fee for everPay withdraws. The amount of the fee is converted based on the miner's fee for withdraw to the target chain.

3. **Transaction Confirmation:** Top-up Confirmation Time.

- The Ethernet network waits for 6 blocks to confirm a transaction
- The Arweave network waits 15 blocks to confirm a transaction

4. Once the block confirmation is completed, the everPay asset information corresponding to the account will be updated in the everPay interface.

5. **Transfer.** means that the payer uses the recipient's blockchain address to make a transfer that involves a valid record of the transaction in the distributed ledger of the relevant blockchain system. Any amount of everPay backed token assets may be transferred between any two everPay accounts. everPay secures the transfer through blockchain cryptographic signature verification.

After the transaction signature reaches the everPay server and is cryptographically verified, the everPay server will record the transaction, along with other transactions, on the Arweave blockchain to ensure consistency and accuracy.

You are aware that everPay transfers are currently free of charge. For transfers on everPay, you can transfer any asset to any everPay account, which supports both but not limited to

Ethereum and Arweave addresses.

6. **everPay NFT Auction.** Refers to the acquisition of NFTs that debuted on everPay through an auction.
 - **NFT Sellers:** NFTs are sold through NFT auctions. NFT sellers represent and warrant that they own all legal rights to NFTs, all intellectual property rights and interests in NFTs, or that you are legally authorized by the owner of the intellectual property rights. Unsold NFTs are stored on everPay and held by everPay until the NFTs are auctioned. everPay has no obligation or responsibility to retain, store or help you recover any NFT media associated with the NFTs.
 - **NFT Buyer:** When you auction an NFT, you own the NFT. you do not own the intellectual property rights to the auctioned NFT except as expressly licensed. We may provide information about the seller of the NFT for your evaluation or reference only. We make no representations, warranties or promises as to the legality or quality of NFT. We are under no obligation to decide any dispute regarding NFT.
 - **Invitees:** Only creators invited or approved by the Company are permitted to provide NFTs to be auctioned on everPay. Invitees hereby grant everPay the perpetual, irrevocable, exclusive right and license to use, reproduce and display Invitees' NFTs. Invitees provide us with high-resolution images and other examples of such NFTs. In connection with the promotion of the Invitees' NFTs, the Invitees hereby grant the Company the right to use the Invitees' names, images, photographs, biographies, signatures and likenesses.
 - **Premiere and Revenue:** we offer Invitees the standard platform for premieres of NFT. Invitees acknowledge and agree that everPay takes a cut of the revenue generated during the auction.
7. everPay Transactions. everPay Coin Exchange is not a financial institution and does not accept or transmit digital tokens. You can exchange digital tokens directly with third party users; everPay Coin Transactions never hosts digital tokens, to not host digital tokens.

Through the Services, you can:

- Use your wallet to enable you to exchange between digital tokens;
 - View redemption history;
8. To use the Services, you will need to choose to use a wallet provided by an external service provider. Using your wallet, you can participate in transactions using digital tokens on everPay Coin Exchange or other platforms. Your wallet is your responsibility. While your wallet provides you with easy access to your account - everPay has no access to your wallet and no control over its use, so everPay is not responsible for the use of your wallet.

everPay only provides you with the latest trading information of certain digital tokens, which you can also obtain directly from other trading platforms or relevant official websites/Apps/DApps. In addition, everPay shall not be liable for any direct or indirect losses caused by information on everPay, network delays or failure to link to the internet, delays or failures in transmitting or receiving notifications or messages. everPay is not involved in any of your transactions. Accordingly, you should exercise caution in determining the authenticity, legitimacy and validity of the relevant digital assets and information, and you assume responsibility and liability for any losses arising therefrom.

everPay will not be, and shall not be deemed to be, liable or responsible for any loss or damage caused by your failure to keep your account or wallet information confidential and protected.

9. **Transaction History.** We will copy all or part of your transaction history through the blockchain system. However, you should rely on the most recent transaction records in the blockchain system.
10. **Suspension of Service.** You are aware that due to the "irrevocable" nature of transactions on the blockchain system, we cannot withdraw or reverse a transaction for you, but we may suspend or limit a user's access to the everPay DApp under certain circumstances.
11. Other services that we consider necessary

IV. everPay Transactions

everPay assists you in sharing information with third parties regarding your interest in exchanging certain digital tokens for other digital tokens (such information, "Transaction Information") (any such purchase or sale of digital tokens based on Transaction Information is a "Transaction "). By submitting Transaction Information through everPay, you grant us the right to provide Transaction Information to users of the Services and other third parties. We do not guarantee the identity of the provider or recipient of any Transaction Information, or the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or security of the Transaction Information or any Transaction. In addition, by sharing transaction information through the Services, you represent and warrant that.

- The digital tokens exchanged in the transaction will be used in a legal manner only.
- As far as transactions are concerned, you will only sell legally acquired digital tokens that belong to you.
- You will not participate in, perform, undertake, aid or abet any illegal activity or purpose (including, but not limited to, illegal gambling, money laundering, fraud, extortion, data blackmail or financing of terrorism, infringement of intellectual property rights or violent or abusive activities) ("Prohibited Activities"). We reserve the right to refuse to post or otherwise make available any transaction information if we suspect that the transaction is related to a Prohibited Activity or is of high risk, or if we believe that the transaction information is incorrect. If such an event is discovered, everPay will take action, including but not limited to terminating your access to the Services, notifying the appropriate authorities, etc. We do not accept any liability arising from this and reserve the right to pursue liability with the relevant parties.
- You will comply with all applicable laws in connection with the Transaction.
- You are not and have not been placed on the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons.

- You acknowledge and agree that you are not, directly or indirectly, acting for, on behalf of, or for or on behalf of: (a) any natural or legal person subject to sanctions; (b) any natural or legal person ordinarily resident in any embargoed jurisdiction, or an organization under an embargoed jurisdiction.
- You acknowledge and agree that we have no control over or responsibility for the price, exchange rate, delivery, quality, security, legality or other aspects of any digital tokens that you may purchase or sell to third parties, and that we are not responsible for ensuring that the buyer or seller with whom you deal actually completes the transaction or is authorized to do so. If you experience problems with any digital tokens purchased from or sold to a third party through a transaction, you assume the entire risk.
- You acknowledge and agree that transactions are subject only to you and the third party with whom you are dealing, and that you shall evaluate and bear all risks carefully. Any dispute you may have regarding a transaction with a Digital Token shall be resolved by you directly with such third party without involving everPay.

V. Risk Statements

1. You understand and are aware that digital tokens in the digital token space may entail significant risks such as non-cashability and technical instability, as the laws and regulations and policies in this space are not yet in place. You also understand that the price of digital tokens is much more volatile than other financial assets. We caution that you should choose to hold or dispose of any of the digital tokens in a reasonable manner based on your financial situation and risk appetite.
2. If you or your counterparties do not follow the instructions and rules set forth in this Service Agreement or on the relevant website instructions, transaction, withdraw, top-up, or transfer pages when using the everPay Service, we do not guarantee that the transaction will be completed successfully and we are not liable for damages. In the event that the aforementioned situation occurs and the money has been credited to your or your counterparty's wallet first, you understand the "irreversible" nature of the blockchain operation and the "irrevocable" nature of the relevant transaction, and you and your counterparty shall bear the corresponding risk Consequences.
3. Use of the Services and participation in transactions may entail financial risks. You acknowledge and agree that you understand such risks, including the following.
 1. You understand and are aware that trading in digital tokens may be risky. By their very nature, digital tokens are highly experimental, risky, volatile, and transactions are often irreversible. All transactions are final and no refunds will be issued. You acknowledge and agree that you access and use the Services and engage in transactions at your own risk. The risk of loss from trading digital tokens can be significant. Accordingly, you should carefully consider whether such transactions are appropriate for you in light of your circumstances and financial resources.
 2. Understanding digital tokens and trading may require advanced technical knowledge. Digital tokens are often described in extremely technical language and require a thorough understanding of applied cryptography and computer science to understand the risks inherent in trading digital tokens. Reference to a particular type of digital token in the Services does not mean that we agree or disagree with the underlying

technology of such tokens and should not be used as a substitute for your understanding of the risks specific to each token. **We do not guarantee the suitability of the digital tokens referenced in the Services and assume no fiduciary responsibility in our relationship with you.**

3. You accept the risk of trading digital tokens. everPay does not advise on the risk of trading. In entering into any Transaction, you represent that you have, are and will be solely responsible for making an independent assessment and investigation of the risks of the Transaction and the underlying Digital Token. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to evaluate for yourself the merits and risks of any Transaction or any Underlying Token. You accept all consequences of participating in a Transaction, including the risk that you may not be able to access your Digital Token indefinitely. All trading decisions are made by you alone. **Notwithstanding anything in these Terms of Service, we have no liability to you, and in no event will we be liable to you for any liability in connection with the Transaction. In no event will the operation of all or any part of the Service be deemed to create a relationship that includes the provision or offering of investment advice.**
4. You understand and accept the risks of operational challenges. The Services may encounter complex network attacks, unexpected concurrent activity or other operational or technical difficulties that may cause interruptions or delays in the Services. You agree to accept the risk of failure of transactions due to unexpected or technical difficulties, including difficulties caused by complex attacks, and you agree not to hold us liable for any related losses. **We shall not be liable for any damage or interruption caused by any virus or any phishing, spoofing or other attack that may affect your computer or other equipment.**
5. We recommend regular use of reputable and readily available virus screening and prevention software.
6. We do not own or control the underlying software protocols that govern the operation of the digital tokens referenced in the Services. In general, the underlying protocols are open source and anyone can use, copy, modify and distribute them. **By accessing or using the Services, you acknowledge and agree that we are not responsible for the operation of the underlying protocols and that we do not guarantee their functionality, security or availability; and that the underlying protocols are subject to sudden changes in operating rules (a/k/a "forks"), and that such forks may have a material impact on the value, functionality and/or names referenced in the Services may have a material impact.**

In the event of a fork, you agree that we may temporarily suspend our operations (with or without prior notice to you) and that we may, in our sole discretion, support (or cease to support) any branch of the Fork Agreement. You acknowledge and agree that we shall have absolutely no liability for unsupported branches of the Fork Agreement.

7. Some of the Services may not function properly from time to time. **We may not be liable for any damages you may suffer as a result of any failure of the Services.**
8. We make no representation that any materials or services on everPay are appropriate, legal or available in any location outside of Singapore. **If you choose to access our services from a location other than Singapore, we will have absolutely no liability for any violation of the local laws of your jurisdiction.**
9. When you transfer digital tokens to another wallet address, you should make your own determination during the transaction whether the other party is a person of full civil capacity and make your own decision whether to transact with or transfer money to the other party, etc.
10. In the process of withdrawing or recharging, if there is an abnormal message such as "transaction failed", you should confirm again through the official channel of the relevant blockchain system or other blockchain query tools to avoid repeated withdraws or recharges; otherwise, all losses and expenses caused by this shall be borne by you.
11. Please be on the lookout for fraudulent activity when you use everPay. We encourage you to inform us in the first instance of any suspicious activity.

VI. Your Rights and Obligations

1. **everPay Information Tips.** You understand and agree to follow the information tips posted by us on everPay and to act in accordance with the information tips, otherwise, all risks, liabilities, losses and expenses arising therefrom shall be borne by you.
2. **Provision of Information and Documentation.** If we, in our sole discretion, believe it is necessary to obtain information about a user in order to comply with any applicable law or regulation relating to the use or operation of everPay, you shall provide such information to us promptly upon our request, and you understand and accept that we may restrict, suspend or terminate your use of everPay until you provide information that satisfies our request. You undertake to inform us promptly of any changes in the documents and information you provide to us under this Service Agreement and, in the absence of written notice of any such changes, we shall be entitled to assume that the content of the documents and information provided by you is true, correct, not misleading and unchanged.
3. **Transfer.**
 1. You acknowledge that the everPay service may vary depending on the country in which you are using the transfer service, regulatory requirements, the purpose of the transfer, everPay risk controls, identity verification and other matters.
 2. You understand that based on the "irrevocable" nature of blockchain operations, when you use everPay's transfer function, you are solely responsible for the consequences of your failure to do so (including, but not limited to, problems with your wrong transfer address, your own choice of transfer node server).

3. You are aware that when using the everPay service, the following conditions may cause the transfer function to be unavailable and the transfer "transaction to fail".
 1. Low wallet balance.
 2. Blockchain execution code failure.
 3. Technical failures of networks, equipment, etc..
 4. Blockchain network congestion, failures, etc. causing transactions to be abandoned.
 5. Your address or counterparty address is identified as a special address, such as a high-risk address.
4. You acknowledge that everPay only provides you with the facility to transfer funds and that once you have completed a transfer using everPay, we have fulfilled all of our obligations for that service and we are not responsible for any other disputes relating to it.
4. **Legal Compliance.** You acknowledge that you shall comply with the requirements of relevant laws, regulations and national policies when operating in everPay or making transactions using the DApps and smart contracts on everPay.
5. **Cost of services and tax liability.**
 1. You acknowledge that you will pay a "processing fee" or network fee, in an amount determined by you and charged by the relevant blockchain network, when you use everPay to make a top-up.
 2. You are aware that under certain circumstances (including but not limited to insufficient "miner fees" or network fees paid by you for withdraws or deposit during the withdraw or top-up period, or instability of the relevant blockchain network), your withdraw or top-up operation may fail; in such circumstances, even if your withdraw or top-up operation is not completed, you will be charged miner fees by the relevant blockchain network will charge the miner's fee.
 3. You are responsible for paying all taxable and other expenses incurred by you in connection with your transactions with everPay.

VII. Your Undertaking to use everPay services legally

1. You are required to comply with the relevant laws and regulations of the Republic of Singapore and the country or territory in which you belong, reside or conduct business or other operations, and not to use our Services for unlawful purposes (including for trading in prohibited or restricted items) or in an unlawful manner.
2. **You may not use our services to engage in acts that infringe the legitimate rights and interests of others or violate national laws and regulations, otherwise we have the right to investigate, delay or refuse to provide the services, and you are responsible for the relevant legal liability, and if this results in damage to us or other parties, you are liable for compensation.**
3. The circumstances in which 1 and 2 above apply include, but are not limited to.
 1. endangering the national security of the country or region in which you live, leaking state secrets, subverting state power, or undermining national unity.

2. Infringement of the legitimate rights and interests of others, such as reputation, privacy, trade secrets, trademark, copyright and patent rights.
 3. Engaging in any illegal or criminal acts, including but not limited to money laundering, illegal fund raising, etc.
 4. Using our services under the name of another person.
 5. Suspected illegal transactions, such as money laundering, terrorist financing, gambling, trafficking in firearms, drugs, prohibited substances, pirated software, pornographic and obscene materials, other items that we believe should not be traded using our services, etc.
 6. Enter into a transaction that does not match what you or the counterparty claims to have done, or that is untrue.
 7. Engage in conduct that may infringe on our service systems, data
4. You understand that our services depend on the accurate operation and functioning of the system. In the event of a system error, malfunction, or improper profit by you or us, you agree that we may take appropriate corrective action, such as correcting the error or withholding payment.
 5. You may not reverse engineer our systems and programs, copy, modify, compile, integrate or tamper with said systems and programs (including, but not limited to, source programs, target programs, technical documentation, client-to-server data, server data), or modify or add to or subtract from the functionality of our systems.
 6. You may not use the everPay Services (including websites related to the everPay Services) or obtain data related to the everPay Services by yourself or by allowing third parties to use the everPay Services (including websites related to the everPay Services) through non-everPay official programs, machines, scripts, crawlers, or other automated methods. You may only use the everPay Services by your own manual means.
 7. You understand and agree that you will be responsible for any violations of applicable law (including, without limitation, regulatory requirements for customs and/or tax purposes) or the provisions of this Service Agreement and will indemnify us for any losses, third party claims or administrative penalties suffered by us as a result of such violations, breaches or infringements, including reasonable legal and administrative costs, fees and expenses, and reasonable attorneys' fees.
 8. You undertake to pay our service charges (if any) on time, failing which we have the right to suspend the service provided to you.

VIII. Changes, Interruptions and Termination of Services

1. You understand and agree that we may, in our sole discretion, temporarily offer some features of the Service, or suspend some features of the Service or introduce new features of the Service in the future. When we change the Services, you agree to the terms of this Service Agreement or this Service Agreement, as amended, as long as you continue to use everPay.
2. In order to avoid, as far as possible, any misuse of everPay or any security risk to digital tokens, you should avoid using everPay without basic knowledge of the blockchain. we reserve the right to refuse to provide some or all of the features of the Service to users who do not have basic knowledge of the blockchain.

3. We may unilaterally suspend or terminate your use of some or all of everPay's features when a user does any of the following:
 1. Death of a user.
 2. Theft of another person's wallet information or mobile device.
 3. Filling in false personal information in everPay.
 4. Rejecting everPay's forced update operation.
 5. use the everPay SDK interface in violation of our notice.
 6. Use of everPay for illegal or criminal activities.
 7. interfere with the normal use of everPay by other users.
 8. Falsely claiming to be a member of our staff or management.
 9. attacking, hacking, altering or in any other way threatening the proper functioning of our computer systems.
 10. The use of everPay to promote spam advertising.
 11. spread rumors that damage our goodwill and that of everPay; or
 12. violations, other breaches of this Service Agreement, and circumstances that we reasonably believe warrant suspension of functionality.

IX. Privacy Policy

1. Any data or information you provide to us is also subject to our privacy policy ("**everPay Privacy Policy**"), which is also part of this Service Agreement.

X. Force majeure, Exclusion and Limitation of Liability

1. We are only responsible for the obligations set forth in this Service Agreement deposit. deposit
2. Disclaimer

everPay shall not be liable for damages if you are unable to use the Services due to any of the following conditions, including but not limited to.

1. Downtime of our systems for maintenance or upgrades.
2. Force majeure causes such as typhoons, earthquakes, floods, lightning or terrorist attacks.
3. Failure of your electronic equipment hardware and software and communication lines and power supply lines.
4. if you use our services improperly or through means not authorized or approved by us.
5. In the event of a virus, Trojan horse, malicious program attack, network congestion, system instability, system or equipment failure, communication failure, power failure, third party service defect or government action, etc., to the extent that we have exercised good faith management.

6. Any other cause not caused by us deposit.
3. Notwithstanding the preceding paragraph, we will take reasonable action to actively procure that the Services are restored to normal or give you reasonable notice in advance.
4. Limitation of liability
 1. We may provide the Services to both you and your (trading) counterparty, and you agree to expressly waive any actual or potential conflict of interest that we may have in connection with such conduct and not to rely on it to claim that we are legally deficient in the provision of the Services.
 2. You expressly agree that any risk arising from the transaction shall be borne by you and the counterparty.
 3. everPay disclaims all warranties of any kind with respect to transactions and the Service, including, but not limited to, the following.
 1. This service meets all your needs.
 2. The Service is provided without interruption, in a timely manner, or error-free.
 3. Your coin transactions or other information through the Service meet your expectations.
 4. Your counterparty on everPay will promptly perform its obligations under the transaction agreement with you.
 4. The quality and content of the services provided by the partner of this service are the sole responsibility of the partner.
 5. You download or obtain any information through the use of the Service at your own discretion and risk, and you shall be solely responsible for any damage to your computer system or loss of information resulting from the download of the information.
 6. no advice and information, whether written or oral, obtained by you from everPay and everPay staff or through the Service shall constitute a warranty by everPay with respect to the Service.
 7. to the extent permitted by law, everPay shall not be liable for any indirect, punitive, special, consequential damages (including loss of business, loss of revenue, loss of profits, loss of goodwill, loss of use of data or other economic benefits) arising out of or in connection with this agreement, however arising, and whether caused by breach of contract (including breach of warranty) or tort of this agreement. no liability will be incurred, even if previously advised of the possibility of such damages. further, even if the exclusive remedy provided herein fails of its essential purpose, everPay's liability for such damages shall be excluded.
 8. You are fully aware and agree that everPay may provide the Service to both you and your (trading) counterparties, and you agree to expressly waive any such conduct by everPay and not to rely on it to claim that everPay is legally defective in the provision of the Service.
 9. We are not responsible for any of the following.
 1. Loss of your digital tokens due to misuse by you due to your lack of knowledge of blockchain technology.
 2. Deviations in the records of our copied users' transactions on the blockchain due to system lags, instability of the blockchain system, etc..

3. Loss of digital tokens due to your misuse (including but not limited to your wrong transfer address, problems with your own choice of transfer node server).
10. You shall bear the risks and consequences arising out of or in connection with.
 1. Transactions operated by you using third party services.
 2. You are using developer mode; and
 3. Your use of the Coin Exchange Service is at the risk and consequence of you, the counterparty and the relevant smart contract issuer.
11. You are aware that everPay may provide services to or be affiliated with or otherwise interested in both you and your counterparties, and you agree to expressly waive any actual or potential conflicts of interest that we may have with respect to such conduct and not to rely on it to claim that we are legally deficient in the provision of the Services or to increase our liability or duty of care as a result.
12. In no event shall our total liability for breach of this Service Agreement exceed the greater of 1) 0.1 Ether in market value; or 2) S\$100.
13. You understand that everPay is only a tool for you to display transaction information and that we do not provide legal, tax or investment advice. You should seek your own advice from legal, tax and investment professionals and we are not responsible for any loss of investment, loss of data, etc. that you may suffer in the course of using our services.
14. You understand that we may change our user access criteria from time to time, limiting the scope and manner of service provision to specific users, etc., as required by applicable laws and regulations.

XI. Miscellaneous

1. **Non-Assignability.** Subject to the terms of this Service Agreement, only you (and no one else) have the right to assert a claim against us in connection with the use of the Services. You may not assign, trade, or attempt to assign or trade your rights to such claim. Any such assignment will be void, and we will have no obligation or liability to the assignee.
2. Protection of intellectual property rights
 1. Our and our affiliates' systems and the content on everPay's websites, including but not limited to writings, images, files, information, materials, website architecture, arrangement of website screens, web design, are owned by us or third party rights holders with intellectual property rights, including but not limited to trademarks, patents, trade secrets, etc.
 2. Do not use, modify, decompile, reproduce, publicly distribute, alter, disseminate, distribute or publicly publish the above applications and content (including everPay open source code or API documentation) without our written consent or that of the third party rights holder (or as permitted by the relevant open source agreement).
 3. This Service Agreement shall not be deemed to grant you any intellectual property rights, including the right to use any information, images, user interfaces, logos, trademarks, trade names, web domains or copyrights associated with us or the Services for any purpose.

3. **Non-Waiver:** Any failure by us to enforce this Service Agreement or to assert our rights, claims or causes of action against you under this Service Agreement will not be considered a waiver of our right to assert any right, claim or cause of action against you.
4. **Full agreement.**
 1. This Service Agreement consists of the deposit everPay Service Agreement, *the* everPay Privacy Policy deposit and our rules as published from time to time.
 2. Except for the deposit everPay Service Agreement, everPay Privacy Policy deposit in this Service Agreement, this Service Agreement contains the entire agreement and understanding between us regarding the use of *everPay* and related services and supersedes all prior (oral and written) agreements, understandings or arrangements.
5. **Taxes.**
 1. Use of the Services under this Service Agreement is exclusive of taxes applicable to, arising from, and relating to your use of the Services in any jurisdiction ("Taxes Payable").
 2. You shall be responsible for determining any tax due and for filing, withholding, collecting, reporting and paying the correct amount of tax due to the appropriate taxing authority. You shall be solely responsible for all penalties, claims, fines, penalties and other liabilities arising from the failure to complete or meet any of your obligations in connection with the taxes due.
 3. We are not responsible for determining any tax due and are not responsible for reporting, withholding, collecting, reporting and paying the correct amount of tax due to the appropriate taxing authority.
6. **Translation of this Service Agreement:**

Any translation of this Service Agreement, if any, is provided solely as a convenience to you and is not intended to modify the English version of this Service Agreement.

In the event of a conflict between the English version and a non-English version of this Service Agreement, the English version shall prevail.

XII. Applicable Law and Jurisdiction

1. **APPLICATION OF LAW:** This Service Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. The laws of the Republic of Singapore shall apply to the validity, interpretation, variation, enforcement and settlement of disputes arising out of this Agreement. Any dispute arising out of this Agreement shall be dealt with in accordance with the laws of the Republic of Singapore and shall be subject to the jurisdiction of the People's Court of the place of residence of the Defendant.
2. **Jurisdiction:** The Parties shall first seek to settle any dispute arising out of or relating to this Service Agreement (including any question of its existence, validity, or termination). If such dispute is not resolved within thirty (30) days after the commencement of such settlement process, the Parties shall submit such dispute to the Singapore International Arbitration

Centre ("SIAC") for final resolution by arbitration in Singapore by following the arbitration rules of the SIAC then in effect, which rules are deemed to be incorporated herein by reference. The arbitration shall be settled in Singapore. The Arbitration Tribunal shall consist of one arbitrator appointed by the Chairman of the SIAC. The language of the arbitration shall be English. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore to support and assist the arbitration proceedings pursuant to the foregoing paragraph, including, if necessary, interim relief pending the outcome of such proceedings.

3. **Contracts (Rights of Third Parties) Act.** The Contracts (Rights of Third Parties) Act (Cap. 53B) of the Republic of Singapore, as may be amended, modified or supplemented from time to time, shall apply to this Service Agreement. A person who is not a party to this Service Agreement shall not have any rights under this Service Agreement and shall not be entitled to enforce this Service Agreement.
4. **Independence.** If any part of this Service Agreement is held to be invalid, illegal or unenforceable by any legislation binding this Service Agreement, it will be deemed invalid, illegal or unenforceable only to that extent (and without further extension). For the avoidance of doubt, the remainder of this Service Agreement shall continue in force and remain in full force and effect.
5. **Partial Invalidity.** The determination that any provision of this Service Agreement is illegal, invalid or unenforceable under the laws of any jurisdiction shall not affect the determination that such provision is legal, valid or enforceable under the laws of another jurisdiction, nor shall it affect the legality, validity or enforceability of the other provisions of this Service Agreement.

XIII. Other Matters

1. You should fully understand and comply with all laws, regulations and rules of your jurisdiction relating to the use of the Services.
2. If you encounter any problems using the Services, you may contact us by submitting feedback at everPay, etc.
3. This Service Agreement is available to all users in everPay. We encourage you to review this Service Agreement each time you visit everPay.
4. Anything not covered by this Service Agreement is subject to your compliance with our announcements and related rules as updated from time to time.
5. **This Service Agreement shall be effective as of December 20, 2022.**