

# MoA (App): Terms of Conditions

LAST UPDATE: June 28, 2020

By using and/or accessing [MoA Application](#) and any of the Services provided by Edenchain, you (the “User” and collectively with others using the [App](#) - “Users”) agree to be bound by these Terms of Conditions (“Terms”).

The rights in the [App](#) are held by Edenchain, and the terms “we,” “us,” “company” and “our” refer to Edenchain. These Terms govern your access to and use of the [App](#) and its content (as defined herein). By using the [App](#) or visiting the [App](#), you signify your consent to both these Terms and our Privacy Policy, a current version of which is available at [Moa](#), which is incorporated herein by reference and which may be modified from time to time at our sole discretion and without prior notice. Any changes may be made to these Terms from time to time. These changes will apply at that instant to all the current and subsequent uses of the [App](#). You agree that you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this [App](#) acts as acceptance of such changes or modifications. If you do not agree to the Terms in effect when you access and/or use the Service, you must stop using the Service.

These [Application](#) Standard Terms and Use written on this webpage shall manage your use of this [Application](#). These Terms will be applied fully and affect to your use of this [App](#). By using this [App](#), you agreed to accept all terms and conditions written in here. You must not use this [App](#) if you disagree with any of these [Application](#) Standard Terms of use.

## 1. ELIGIBILITY TO USER THE SERVICE

When accessing and/or using the [App](#), you represent and warrant that you will not use the [App](#) if the laws applicable to you or of your country of residency and/or citizenship prohibit you from doing so in accordance with these Terms.

## 2. DESCRIPTION OF SERVICE

- a. MoA provides a secure, convenient platform for exchanging digital assets on the Edenchain network.
- b. The [App](#) offers an online platform that allows you to access and interact with supported blockchains.
- c. Through the [App](#), you may (the following shall be referred to as the “Content”):
  - i. View information relating to different Tokens;
  - ii. View the information from supported electronic wallets (“Electronic Wallet” or “Wallet”);
  - iii. Build transactions yourself (with the assistance of the [App's](#) interfaces), which you may then send to the blockchain.

- iv. Manage your Wallet (associated with the Account), which enables you to send or receive Tokens, convert between Tokens, view historical data, and easily transact on the blockchain;
- v. Receive notifications regarding activities in your Wallet.

### **3. ACCOUNTS CREATION**

In order to use certain features of the [App](#), you must register for an account (“Account”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the [App](#). We may suspend or terminate your Account in accordance with Section 8.

### **4. WALLET CREATION**

- a. Edenchain does not control your Wallet. When accessing the [App](#) or creating an Account, you may choose to use a Wallet provided by external service providers, or the MoA wallet provided on the [App](#). Please note that your Wallet is under your sole responsibility and will always remain under your sole control. While your Account enables you to access your Wallet with ease – Edenchain has no access to your Wallet nor any control over its use, and accordingly Edenchain and/or Edenchain Parties have no liability whatsoever regarding the use of your Wallet and/or any crypto-assets held in or controlled through the Wallet. Edenchain will not be able to assist you regaining access in case you lost your Wallet Access Information.
- b. You are responsible for maintaining the security of your wallet and any device that you utilize in connection with the Services, and ensuring that no unauthorized person has access to your wallet or any device that you utilize in connection with the Services. When choosing a password for your Wallet, please be advised that your Wallet may be subject to hacking attempts and the success of which may depend on the strength of the code you created. Subject to developments in general blockchain technology, You should be able to access your Wallet independently using your Wallet Access Information, even if at any time your access to the [App](#) and Content shall be disabled for any reason whatsoever. For the protection of your interests, it is imperative you keep safe and guard the Wallet Access Information issued to you. You acknowledge and accept that you are solely responsible for the security of your Wallet and for any use of your Account as well as for any crypto-assets held or managed by them. Edenchain and/or Edenchain Parties will not be liable or accountable, nor shall be deemed to have any liability or accountability, for any loss or damage regarding your failure to keep your Account or Wallet information secret and protected. Furthermore, Edenchain has no control over your actions or transactions made using the Content. With that in mind, Edenchain and/or Edenchain Parties will have no liability to you or to any third party for any claims or damages that may arise as a result of any actions or transactions that you engage in while using the Content. Edenchain and/or Edenchain Parties shall not be liable for the acts or omissions of any third parties, nor will they be liable for

any damage that you may suffer as a result of interacting with any third parties. We reserve the right to cancel or refuse to process any digital currency transaction due to requirements of any applicable laws or regulations, and without prior notice.

- c. We cannot guarantee that the Content will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications on the App and use of the Content and may result in the failure of your communications including, without limitation, your local network, firewall, your internet service provider, the public internet and your power supply. For the avoidance of doubt and without derogating from the Terms hereunder, Edenchain and/or Edenchain Parties (as defined below) take no responsibility for any disruption, interruption or delay caused by any failure of or invade.

## 5. USE OF SERVICE

You agree that you will comply fully with these Terms and all applicable domestic and international laws, regulations, statutes, ordinances that govern your use of the Content. Without limiting the foregoing and in recognition of the global nature of the Internet, you agree to comply with all local and international rules regarding online conduct. You represent and warrant that you have full right and authority to use the Content and to be bound by these Terms. You also agree to comply with all applicable laws affecting the transmission of content or the privacy of persons. When using the App or Content, you shall not, nor shall you assist other parties to pursuit or engage in unlawful or abusive uses, or any types of activities which contradict the purpose of the App or Content, hinder the App's operation or Content to other users, or which may be deemed to do so ("Restricted Uses"). For Clarity and reference, Restricted Uses include, but are not limited to, these types of activities as detailed herein, as we may amend from time to time in our sole discretion (thus, not to be regarded as an exhaustive list):

- a. Unlawful Activities, such as activities which:
  - i. violate any applicable law, rule or regulation; or
  - ii. publish, distribute or disseminate any unlawful material or information;
- b. Undermining or Abusive Activities, such as activities which:
  - i. take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
  - ii. institute, assist or become involved in any type of attack (deliberate or other), including distribution of a virus, attacks upon the Content, MoA that prevent access to or use of any of the above, other attempts to disrupt any of the above, gain unauthorized access to any of the above, or disrupt any other person's use or enjoyment of any of the above;
  - iii. enter or make an attempt to enter the App and Content (including by accessing linked platforms, networks or systems) unauthorized, including by password mining and/or by using other users information;
  - iv. design or assist in designing cheats, exploits, automation software, bots, hacks, mods or any other unauthorized third-party software to modify or interfere with the App or Content;

- v. attempt to disable or circumvent any security or access control mechanism of the App or Content;
- vi. use any unauthorized third-party software that accesses, intercepts, 'mines', or otherwise collects information from or through the Content or the App, or that is in transit from or to the App;
- vii. bypass any robot exclusion headers or other measures Edenchain uses to restrict access to the Content or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Content, or harvest or manipulate data;
- viii. solicit another person's password or other personal information under false pretenses;
- ix. copy, modify, or create derivative works of the Content or the App;
- c. Activities Abusive to Other Users or Their Rights, such as activities which:
  - i. Interfere with other Users ability to exploit or access the App or any of the Content;
  - ii. attempt to, or harass abuse, or harm of another person or entity, including Edenchain employees and service providers;
  - iii. collect, harvest or post anyone's private information, in any media format;
  - iv. impersonate another user or otherwise misrepresent yourself;
  - v. violate the legal rights of others, including defaming, abuse, stalking or threatening users;
  - vi. defraud any other Users or any other person, including Edenchain employees and service providers, including by providing false, inaccurate, misleading, or partial information.
- d. Activities Infringing Intellectual Property, such as activities which:
  - i. reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Content or to obtain any information from the Content using any method unless you have received Edenchain's prior written approval;
  - ii. infringe the intellectual property rights, privacy rights, or moral rights of any third party or Edenchain;
- e. Unfair or Abusive Transacting, such as activities which:
  - i. create or enter a fictitious transaction or a transaction with fictitious elements of any kind;
  - ii. exploit, disrupt or manipulate, or attempt to exploit, disrupt or manipulate the App or the use of the Content, in a manner designed to create transaction conditions which are not available to other Users;
  - iii. utilizes or applies technological abilities or foreknowledge not exploited or available to other Users, to perform (including off App) transactions parallel to those performed by Users on the App, and/or create unequal terms among Users regarding the use of Content on the App, or influence the terms of transactions on the blockchain (including activities commonly referred to as Front-Running) and/or create an unfair or abusive

advantage over other Users; Violation of any of these Restricted Uses may be cause for the taking of legal actions on the part of Edenchain according to the law, in addition to any right and remedies set forth hereunder or under any applicable law. Without derogating from the above, by accepting these Terms, you acknowledge that Edenchain makes no representation or warranty regarding its ability, nor assumes any liability, to detect, limit or prevent any Restricted Use.

## 6. PAYMENTS AND FEES

The use of the App and Content is not subject to or conditioned upon any payment or fee to Edenchain. You confirm that you are aware and agree to the following:

- a. All transactions on the blockchain are subject to a fee, which is made in corresponding tokens and transferred internally into the system.
- b. Tokens might include certain terms affecting conversion rates. Such terms are determined and affixed by the issuer of the Token at its own and exclusive discretion.
- c. When using the Content, you are able to construct and determine, at your own discretion, the parameters you wish to apply to your conversion of Tokens. The actions you wish to execute will be subject to those parameters you applied. Such terms, as may be applicable in each case individually, will be reflected and expressed in the conversion ratio and other applicable formulas, affecting the final outcome of your actions. By using the Content, you confirm and accept you are aware of the intrinsic risks regarding your use of the Content, that you are capable to assess and determine the outcomes of your actions using the Content, and that you are exclusively responsible and liable for your actions and their results. Edenchain and/or Edenchain Parties are not responsible for any taxes, levies, charges and/or expenses of any kind you may incur, resulting from your use of the Content and/or in connection therewith, whether such may be incurred pursuant to any applicable laws, rules or regulations, by any third party service provider(s), or otherwise. Any and all such taxes, levies, charges and/or expenses of any kind shall be borne solely by you. You agree that you shall have no claim, suit or demand of any kind, and by agreeing to these Terms, hereby irrevocably and completely waive any such claim, suit or demand of any kind, to the extent such may exist or hereafter arise, towards us, our affiliated entities, and any of our directors, managers, employees or consultants, in connection with or related to any of the foregoing.

## 7. No Warranty

THE INFORMATION ON THE SITE IS PROVIDED "AS IS". NEITHER Edenchain NOR ITS AFFILIATES WARRANTS THE ACCURACY OF THE MATERIALS PROVIDED HEREIN, EITHER EXPRESSLY OR IMPLIEDLY, FOR ANY PARTICULAR PURPOSE AND EACH EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The App and any of the Services are provided on an "AS IS", "AS AVAILABLE", and "WITH ALL FAULT" basis and without any representation of warranty, Edenchain and its affiliates, officers, directors, agents, joint venturers, employees, and suppliers explicitly

disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. **Edenchain** does not guarantee continuous, uninterrupted or secure access to any part of the Services, and operation of Application or any of the Services may be interfered with by numerous factors beyond the control of **Edenchain**. Edenchain makes no representations or warranties, whether express, implied, or statutory, regarding the period of time needed to complete transactions on blockchains. **No Reliance** Information contained in the Site is checked and updated by **Edenchain** on a regular basis. However, data on the Site may become outdated. In addition, due to the risk that the Internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic, or incorrect data transmission due to public nature of the internet, the information contained in the Site may be incomplete, altered or tampered with, and may not present complete and accurate information. Therefore, **Edenchain** does not assume any liability or guarantee for the timeliness, accuracy and completeness of the information provided. **Edenchain** uses reasonable efforts to obtain information from sources which it believes to be reliable; however, **Edenchain** makes no representation that the information or opinions contained on the Site is accurate, reliable or complete.

The information on the Site is provided for informational purposes only and is subject to change without notice. The investments and strategies discussed in the contents may not be suitable for all investors and are not obligations of, or guaranteed by, **Edenchain**. Nothing contained on the Site constitutes investment, legal, tax or other advice nor is to be relied on in making an investment or other decision. You should obtain relevant and specific professional advice before making any investment decision. In particular, the information on this Site does not take into account your investment objectives, financial situation or particular needs. Before making an investment decision you should consider with the assistance of your professional securities adviser whether the information on this Site is appropriate in light of your particular investment needs, objectives and financial circumstances.

#### **8. Exchange Traded Fund Disclosures**

ETFs trade like stocks, are subject to investment risk, fluctuate in market value and may trade at prices above or below the ETFs net asset value. Brokerage commissions and ETF expenses will reduce returns.

#### **9. GENERAL RISK FACTORS**

Historical performance is not necessarily indicative of future performance of an investment. The value of Units/**Shares** (as defined below) and the income from them may fall as well as rise and investors may not get back the amount invested.

#### **10. TERMINATIONS**

You agree that **Edenchain**, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service or remove and discard your archives or any content within the Service, for any reason, including, without limitation, for lack of use or if Edenchain believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service may be referred to appropriate law enforcement authorities. Edenchain may also in its sole discretion and at any time

discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Edenchain may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Edenchain will not be liable to you or any third party for any termination of your access to the Service.

## 11. USER DISPUTES

You agree that you are solely responsible for your interactions with any other user in connection with the Service, and Edenchain will have no liability or responsibility with respect thereto. Edenchain reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

## 12. OWNERSHIPS, COPYRIGHTS

- a. **Edenchain** will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or commentary you provide on our platform or one of our social media accounts, regarding Edenchain or the Content (collectively, "Feedback") that are provided by you, whether by email, posting to the **App** or otherwise, are non-confidential and will become the sole property of Edenchain.
- b. All third party product names that may legitimately appear in the **App** are trademarks of their respective owners. No transfer or grant of any rights under any names, marks or logos is made or is to be implied by any provision of these Terms or by anything on the **App**, and all rights in such names, marks or logos is reserved to Edenchain or their respective owners, as applicable.
- c. The Content and all of the content that appears in the **App**, including without limitation, the use of the **App's** name, software, **web technologies**, source code, concepts, artwork, photos, animations, sounds, methods of operation, moral rights, documentation, and virtual items, is the exclusive property of Edenchain, or is being used with permission from its licensors. Edenchain (or its licensors as applicable) retain all rights, title, and interest in and to the Content and all of the content that appears in the **App**, and all intellectual property rights relating thereto, including without limitations all copyright, patent, trademarks, logos, design rights and any other proprietary rights connected with the Content. Notwithstanding any provision to the contrary herein, you agree that you have no right or title in or to the Content and/or to any content that appears in the **App**. Edenchain's name and logo, and any other trademarks included in the Content and/or appear on the **App** are trademarks of Edenchain.

## 13. THIRD-PARTY CONTENT

**Edenchain** may offer links to other third-party websites. When you click on these links you will leave **Edenchain's App** and will be redirected to another site. The links are

provided solely for your convenience and for informational purposes only; they do not constitute an endorsement, guarantee, or an approval by **Edenchain** of any of the products, services, or opinions of the third party. **Edenchain** makes no representation or warranty regarding the accuracy, legality, or content of the third-party site or the links. These sites are not under the control of **Edenchain**. Please also be aware that the security and privacy policies on these sites may be different than those of **Edenchain**. Please read third-party privacy and security policies closely. If you have any questions or concerns about the products and services offered on linked third-party websites, please contact the third party directly.

#### **14. RISKS STATEMENT, REPRESENTATIONS, AND WARRANTIES**

- a. Edenchain provides an execution-only service and does not advise on the merits of any particular conversion of Tokens or its tax or legal consequences. As a general matter, Users should be aware of the following prior to utilizing our Content.
- b. Assumption of Risks of Cryptographic Systems and Currencies. By using the Content and the Edenchain Network in any way, you acknowledge the inherent risks associated with cryptographic systems and ecosystems; and warrant that you have an understanding of the usage and intricacies of native cryptographic tokens, like EDN, ETH, EOS, smart contract based tokens and blockchain-based software systems. You understand that blockchain technologies (such as Ethereum and EOS) and associated currencies or tokens are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks. You also acknowledge that the cost of transacting on such technologies (where applicable) is variable and may increase at any time causing impact to any activities taking place on the relevant blockchain (such as Ethereum). You acknowledge these risks and represent that Edenchain cannot be held liable for such fluctuations or increased costs. You acknowledge that you are solely responsible for the process of converting EDN or ETH and that Edenchain does not offer any such service. Edenchain cannot be held liable for any losses or damages of EDN, ETH or other cryptocurrencies resulting from the use of services of any third-party provider.
- c. Assumption of Risk of Regulatory Actions in One or More Jurisdictions. The Content as well as the Edenchain Platform and relevant blockchain (such as Ethereum or EOS) could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of Edenchain to continue to develop, or which could impede or limit your ability to access or use the Content, the Edenchain Platform or the applicable blockchain. Edenchain endeavours to comply with all applicable laws, i.e. all legal requests for information, and reserve the right to provide information, including Project Information, to law enforcement personnel and other third parties to answer inquiries, to respond to legal process, to respond to the order of a court of competent jurisdiction and those exercising the court's authority and to protect Edenchain Platform and its Users.

- d. Understanding Tokens, requires advanced technical knowledge. Tokens are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks. Listing of a Token on the **App** does not indicate approval or disapproval of the underlying technology regarding any Token, and should not be used as a substitute for your own understanding of the risks specific to each Token. In using the Content, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks relating to and concerning the Tokens. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any conversion or any underlying Token.
- e. You accept the risk of converting Tokens. You understand the conversion of Tokens may use untested code and protocols. You accept the risk of conversion failure or fault. You agree not to hold Edenchain accountable for any related losses. Neither you nor we, can reverse, change or cancel a conversion of Tokens transaction marked as complete or pending. Conversion of Tokens using the Content is managed and confirmed via the relevant blockchain. You understand that your relevant blockchain (Ethereum, EOS or other) public address will be made publicly visible whenever you use the Content.
- f. You are responsible for complying with applicable law. You agree that Edenchain is not responsible for determining whether or which laws may apply to your conversions, including with respect to tax or money transferring regulations. You are solely responsible for reporting and paying any taxes arising from your use of the Content.
- g. You are aware of and accept the risk of operational challenges. The **App** and the Content may experience sophisticated cyber-attacks, unexpected surges in activity, or other operational or technical difficulties, which may hinder the use of the Content or affect or even cause faults or failures in the conversion of Tokens. You agree not to hold Edenchain accountable for any related losses.
- h. Edenchain does not advise on converting risk. If at any point Edenchain or its representatives do provide converting recommendations, market commentary, or any other information, the act of doing so is incidental to your relationship with us and imposes no obligation of truth or due diligence on behalf of Edenchain or its representatives.
- i. Operation of Token Protocol. We do not own or control the underlying software protocols, which govern the operation of the Tokens (other than the EDN) supported on our platform. You acknowledge and agree (i) that the underlying protocols may be subject to sudden changes in operating rules ('forks'), and that such forks may materially affect the value, function, and even the name of the Tokens you store. In the event of a fork, you agree that we may suspend the Content (with or without advance notice to you) and that we may decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that we assume absolutely no responsibility

whatsoever in respect of an unsupported branch of a forked protocol; and (ii) that we are not responsible for the operation of the underlying protocols and that we make no guarantee of their functionality, security, or availability.

#### **15. Ownership of Tokens**

You hereby warrant and represent that any Tokens used by you in connection with the Content are either owned by you or that you are validly authorized to carry out conversions, and to take (or refrain from taking) any other actions which you perform while using the Content, using such Tokens.

#### **16. INDEMNIFICATION**

You irrevocably agree to defend, indemnify and hold harmless Edenchain and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the App, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any content that you submit to the App including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the App with your unique username, password or other appropriate security code.

#### **17. FORCE MAJEURE**

We shall not be deemed to be in breach of these Terms, nor shall we incur any liability or bear any responsibility due to a delay or failure in performance caused by Force Majeure. `Force Majeure` refers to circumstances beyond our reasonable control, including but not limited to acts of God, fire, flood, war, terrorism, embargo, any law, regulation, or any ruling of the court, tribunal or governmental agency

#### **18. SECURITY**

Edenchain uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information and implement your privacy settings. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk. You acknowledge and agree that neither Edenchain nor any Edenchain Party bears any liability, for any interruptions or damage caused by any computer viruses, worms, spyware, scareware, Trojan horses, defects, corrupted files, hoaxes, or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attacks. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. We advise the regular use of a reputable and readily available virus screening and prevention software.

#### **19. LIMITATION OF LIABILITY WITHOUT DEROGATING FROM THE FOREGOING, IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN**

WRITING WILL EDENCHAIN, AND/OR ANY OF EDENCHAIN PARTIES, BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE CONTENT AND/OR THE BANCOR NETWORK / SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER SOFTWARE) EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, EDENCHAIN'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY THE CORRESPONDING APPLICABLE LAW. ADDITIONALLY, YOU ACKNOWLEDGE THAT NEITHER EDENCHAIN NOR ANY EDENCHAIN PARTIES DOES NOT ACTS OR SERVES AS YOUR BROKER, INTERMEDIARY, AGENT, OR ADVISOR WITH RESPECT TO ANY ACTION (INCLUDING REFRAINING FROM ANY ACTION), INCLUDING WITHOUT LIMITATION, ANY CONVERSION, YOU MAKE OR PROPOSE TO MAKE USING THE CONTENT AND OWES YOU NO FIDUCIARY DUTY.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Edenchain has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

**20. NO WAIVER**

Edenchain's failure to exercise or enforce any right or provision in the User Terms shall not constitute as a waiver.

**21. GOVERNING LAW & JURISDICTION**

These Terms are governed by and shall be construed in accordance with the laws of the British Virgin Islands. The courts of the British Virgin Islands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

**22. MODIFICATIONS**

- a. Edenchain may revise the Terms for the **Application** at any time without notice. By using the **App** you are agreeing to be bound by the then-current version of the Terms. It is your responsibility to check these terms of use periodically for changes. Your continued use of the Content following the posting of changes will mean that you accept and agree to the changes. If you do not agree with any such modification, you should not use the Content.
- b. You agree that any cause of action arising out of or related to the content must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.