

Terms & Conditions of the EVDE Platform

These EVDE Terms of Use are between you (hereinafter referred to as "you" or "your") and the operators of the EVDE (as defined below). By accessing, downloading, using or clicking on the "I agree" button to accept any EVDE Services (as defined below) provided by EVDE (as defined below), you agree that you have read, understood and accepted all of the terms and conditions set forth in these Terms of Use (hereinafter referred to as "These Terms") as well as our Privacy Policy. In addition, when you use certain features of the Services, you may be subject to specific additional terms that apply to those features.

Please read the terms and conditions carefully as they govern your use of the EVDE Services. **THESE TERMS AND CONDITIONS CONTAIN IMPORTANT PROVISIONS, INCLUDING AN ARBITRATION CLAUSE THAT REQUIRES THAT ALL CLAIMS BE RESOLVED THROUGH LEGALLY BINDING ARBITRATION.** The terms of the arbitration provision are set out in Article 10 "Dispute Resolution: Forum, Arbitration, Class Action Waiver" below. As with any asset, the value of digital currencies (as defined below) can fluctuate significantly, and there is a significant risk of economic loss when buying, selling, holding or investing in digital currencies and their derivatives. **BY USING THE EVDE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF DIGITAL CURRENCIES AND THEIR DERIVATIVES; (2) YOU ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE EVDE SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES AND THEIR DERIVATIVES; AND (3) EVDE SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.**

By accessing, using or attempting to use the EVDE Services in any capacity, you acknowledge that you accept and agree to be bound by these Terms. If you do not agree, do not access EVDE and do not use EVDE services. If you would like to learn more about the risks associated with investing or trading digital assets, you can access our General Risk Warning.

I. Definitions

- 1. EVDE** refers to an ecosystem that includes EVDE websites (whose domain names include, but are not limited to, <https://www.envoys.vision>)
- 2. EVDE Operators** refer to all parties that operate the EVDE, including, but not limited to, legal entities (including UAB EVDEs), unincorporated entities and teams that provide the EVDE Services and are responsible for such services. For convenience, unless otherwise specified, references to "EVDE" and "we" in these Terms specifically mean EVDE Operators. **SUBJECT TO THESE TERMS, EVDE OPERATORS MAY CHANGE AS EVDE'S BUSINESS ADJUSTS, IN WHICH CASE THE AMENDED OPERATORS SHALL PERFORM THEIR OBLIGATIONS UNDER THESE TERMS WITH YOU AND PROVIDE SERVICES TO YOU, AND SUCH CHANGE SHALL NOT AFFECT YOUR RIGHTS AND INTERESTS UNDER THESE TERMS. IN ADDITION, THE SCOPE OF ACTIVITIES OF EVDE OPERATORS MAY BE EXPANDED BY PROVIDING NEW EVDE SERVICES, IN WHICH CASE, IF YOU CONTINUE TO USE THE EVDE SERVICES, IT SHALL BE DEEMED THAT YOU HAVE AGREED TO JOINTLY COMPLY WITH THESE TERMS AND CONDITIONS WITH THE NEWLY ADDED EVDE OPERATORS. IN THE EVENT OF A DISPUTE, YOU MUST DETERMINE THE ENTITIES BY WHICH THESE TERMS ARE COMPLIED WITH WITH YOU AND THE PARTIES TO THE DISPUTE, DEPENDING ON THE SPECIFIC SERVICES YOU USE AND THE SPECIFIC ACTIONS THAT AFFECT YOUR RIGHTS OR INTERESTS.**
- 3. UDEE Services** refer to the various services provided to you by EVDE that are based on Internet and/or blockchain technologies and are offered through EVDE websites, mobile applications, clients and other forms (including new ones that have become possible as a result of future technological developments).

4. The RULES of the EVDE Platform apply to all rules, interpretations, announcements, statements, letters of consent and other content that have been and will subsequently be issued by EVDE, as well as to all regulations, implementation rules, product process descriptions and announcements published in the Help Center or as part of products or service processes.

5. Users refer to all individuals, institutions or organizations that access, download or use the EVDE or EVDE Services and that meet the criteria and conditions provided for by the EVDE. If there are other agreements for organizations such as developers, distributors, market makers and digital currency exchanges, such agreements must be complied with.

6. Digital currencies refer to encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.

7. Digital assets refer to digital currencies, their derivatives or other types of digitized assets with a certain value.

8. EVDE accounts refer to the master virtual accounts, including master accounts and sub-accounts, that are opened by the EVDE for users to record in the EVDE their use of the EVDE Services, transactions, changes in assets and basic information. EVDE accounts serve as the basis for users to use and exercise their rights to the EVDE.

9. Crypto trading refers to spot transactions in which one digital currency is exchanged for another digital currency.

10. Fiat trading refers to spot transactions in which Digital Currencies are exchanged for fiat currencies or vice versa.

11. Collateral accounts refer to special accounts opened by EVDE Users for depositing and withdrawing collateral (e.g. margin) in accordance with these Terms and Conditions (including the EVDE Contractual Services Agreement and the EVDE Platform Rules) as required for contractual transactions, leveraged trading and/or currency borrowing services.

12. Credit/Lending refers to EVDE lending of Digital Currencies to Users at interest collected in certain ways (in the form of Digital Currencies), including but not limited to currently offered trading services and leveraged foreign exchange lending, as well as other forms of lending/lending services to be launched by EVDE.

13. KYC refers to the "know your customer" process that EVDE has put in place before entering into a business relationship or conducting transactions with its Users. As part of this process, EVDE may do whatever it deems necessary to identify Users, verify their identity, scrutinize and investigate Users' transactions, or comply with any applicable law or regulation.

II. General Provisions

1. About these Terms

a. Contractual Relations

These Terms constitute a legal agreement and create a binding contract between you and the EVDE Operators.

b. Additional Terms

Due to the rapid development of Digital Currencies and EVDE, these Terms between you and the EVDE Operators do not list or cover all the rights and obligations of each party and do not guarantee full compliance with the needs arising from future developments. **THEREFORE, THE PRIVACY POLICY, THE RULES OF THE EVDE PLATFORM AND ALL OTHER AGREEMENTS ENTERED INTO SEPARATELY BETWEEN YOU AND EVDE ARE CONSIDERED ADDITIONAL TERMS, WHICH ARE AN INTEGRAL PART OF THESE TERMS AND HAVE THE SAME LEGAL FORCE. YOUR USE OF THE UDEE SERVICES SHALL BE DEEMED TO BE YOUR ACCEPTANCE OF THE ABOVE ADDITIONAL TERMS.**

c. Changes to these Terms

EVDE reserves the right to change or modify these Terms in its sole discretion at any time. EVDE will notify you of such changes by updating the terms on its website and by changing the date [Last Modified] displayed on this page. **ANY AND ALL MODIFICATIONS OR MODIFICATIONS TO THESE TERMS WILL BE EFFECTIVE UPON POSTING ON THE WEBSITE OR RELEASE TO USERS. THEREFORE, YOUR CONTINUED USE OF THE UDEE SERVICES SHALL BE DEEMED YOUR ACCEPTANCE OF THE AMENDED AGREEMENT AND RULES. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE**

TERMS, YOU MUST IMMEDIATELY STOP USING THE EVDE SERVICES. YOU ARE ENCOURAGED TO REVIEW THESE TERMS FREQUENTLY, TO ENSURE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS THAT APPLY TO YOUR ACCESS TO AND USE OF THE EVDE SERVICES.

d. Prohibition of Use

BY ACCESSING AND USING THE EVDE SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE NOT BEEN INCLUDED IN ANY LIST OF TRADE EMBARGOES OR ECONOMIC SANCTIONS (E.G., THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), THE LIST OF DESIGNATED NATIONALS MAINTAINED BY OFAC (THE U.S. DEPARTMENT OF THE TREASURY'S OFFICE OF FOREIGN ASSETS CONTROL), OR THE U.S. DEPARTMENT OF COMMERCE'S LIST OF PROHIBITED INDIVIDUALS OR ENTITIES. EVDE RESERVES THE RIGHT TO SELECT MARKETS AND JURISDICTIONS FOR DOING BUSINESS AND MAY RESTRICT OR REFUSE, IN ITS SOLE DISCRETION, THE PROVISION OF EIGE SERVICES IN CERTAIN COUNTRIES OR REGIONS.

2. About EVDE

As an important part of the EVDE ecosystem, EVDE mainly serves as an online platform for trading digital assets and provides Users with a trading platform, financial services, technical services and other services related to digital assets. As described in more detail in Article 3 below, Users must register and open an account with EVDE, as well as deposit Digital Assets into their account prior to trading. Users may, subject to the limitations set forth in these Terms, apply for revocation of Digital Assets.

Although EVDE undertakes to maintain the accuracy of the information provided through the EVDE Services, EVDE cannot and does not guarantee its accuracy, applicability, reliability, integrity, performance or appropriateness, nor is EVDE liable for any loss or damage that may be caused directly or indirectly by your use of such content. Information about the EVDE Services is subject to change without notice, and the primary purpose of providing such information is to help Users make their own decisions. EVDE does not provide investment or advisory advice of any kind and is not responsible for the use or interpretation of information about EVDE or any other means of communication. All Users of the EVDE Services should understand the risks associated with trading digital assets and are advised to exercise caution and trade responsibly within their capabilities.

3. EVDE Account Registration and Requirements

a. Registration

All Users must apply for a EVDE account before using the EVDE Services. When you register for a EVDE Account, you must provide the information set forth in this paragraph 3 or otherwise upon request by EVDE and accept these Terms, the Privacy Policy, and the other RULES of the EVDE Platform. EVDE may, in its sole discretion, refuse to open an EVDE Account. You agree to provide complete and accurate information when you open a EVDE Account and agree to promptly update any information you provide to EVDE to maintain the integrity and accuracy of the information. Each User (including a natural, legal or legal person) may maintain only one master account at any given time. However, Users may open one or more sub-accounts under the master account with the consent of the EVDE. For some EVDE Services, you may be required to create a specific account that is independent of your EVDE Account based on the provisions of these Terms or additional terms. The registration, use, protection and management of such trading accounts shall be equally governed by the provisions of this Section and Section VI, unless otherwise specified in these Terms or the Additional Terms.

b. Admissibility

By registering to use the EVDE Account, you represent and warrant that: (i) as an individual, you are at least 18 years of age or of legal age to enter into a binding contract under applicable law; (ii) as an individual, legal entity, or other entity, you have full legal capacity and sufficient authority to enter into these Terms; (iii) you have not previously been suspended or suspended from using the EVDE Platform or the EVDE Services; (iv) you do not have an existing EVDE account; (v) you are not a resident, are located in or otherwise attempt to access the EVDE Platform or the EVDE Services, or are otherwise acting on behalf of a person or entity that is a resident of or located in a Restricted Location. For the purposes of this Agreement, "Limited Location" includes the United States, Singapore, Ontario (Canada) and such other places as are designated from time to time by the EVDE Operators as the "Limited Location" for the purposes of this Agreement; (vi) if you are acting as an

employee or agent of a legal entity and are entering into these Terms on their behalf, you represent and warrant that you have all necessary rights and permissions to be associated with such legal entity and to access and use the EVDE Platform and Services EVDE on behalf of such a legal entity; and (vii) your use of the EVDE Platform and the EVDE Services will not violate all laws and regulations applicable to you or the entity on whose behalf you are acting, including, but not limited to, anti-money laundering, corruption and financing regulations, terrorism.

Please note that various countries have legal requirements that may limit the products and services that EVDE operators can legally provide. Accordingly, some products and services, as well as certain functions within the EVDE Platform, may not be available or may be limited in certain jurisdictions or regions or for certain users. You are responsible for informing and complying with any restrictions and/or requirements imposed on access to and use of the EVDE Platform and the EVDE Services in each country from which you, or on your behalf, access the EVDE Platform and the EVDE Services. EVDE Operators reserve the right to change, modify or impose additional restrictions on access to and use of the EVDE Platform and/or EVDE Services from time to time at their sole discretion at any time without prior notice.

c. Verification of the user's identity

Your registration of an account with the EVDE will be deemed your consent to the provision of the required personal information for identity verification. Such information will be used to verify the identity of Users, identify traces of money laundering, terrorist financing, fraud and other financial crimes through the EVDE or for other lawful purposes declared by the EVDE. We will collect, use and share such information in accordance with our Privacy Policy. In addition to providing such information, you agree to allow us to keep a record of this information for the period your account is active and for five (5) years after your account is closed in accordance with global industry data retention standards. You also authorize us to conduct necessary investigations, directly or through a third party, to verify your identity or to protect you and/or us from financial crimes such as fraud. The information we require to verify your identity may include, but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during registration. account. By providing the required information, you represent that it is true and accurate. **AFTER REGISTRATION, IT IS NECESSARY TO MAKE SURE THAT THE INFORMATION IS TRUE, COMPLETE AND IS TIMELY UPDATED WHEN CHANGES. IF THERE IS ANY REASON TO BELIEVE THAT ANY OF THE INFORMATION YOU PROVIDE IS INCORRECT, FALSE, OBSOLETE OR INCOMPLETE, THE EVDE RESERVES THE RIGHT TO SEND YOU A NOTICE FOR CORRECTION, IMMEDIATELY AND TO REMOVE YOU - DEPENDING ON THE CIRCUMSTANCES, TERMINATE ALL OR PART OF THE EVDE SERVICES WE PROVIDE TO YOU. IF WE ARE UNABLE TO CONTACT YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE COMPLETELY RESPONSIBLE FOR ANY LOSS OR EXPENSE INCURRED TO THE EVDE DURING YOUR USE OF THE EVDE SERVICES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE TO UPDATE ALL INFORMATION IN EVENT OF ANY CHANGES.** When registering an account, you thereby allow EVDE to conduct investigations that EVDE considers necessary, directly or through the third hundred, to verify your personality or protect you, other users and / or EVDE from fraud or other financial crimes, as well as undertakes **-TO BE ACTION BASED ON THE RESULTS OF SUCH INVESTIGATIONS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT BUREAU AND FRAUD OR FINANCIAL CRIME PREVENTION AGENCIES WHICH CAN RESPONSE OUR INVESTIGATIONS TO THE FULLEST EXTENT.**

d. Account Usage Requirements

The EVDE account can only be used by the account registrant. EVDE reserves the right to suspend, freeze or cancel the use of EVDE Accounts by persons who are not account holders. If you suspect or become aware of any unauthorized use of your username and password, you must immediately notify the EVDE. EVDE shall not be liable for any loss or damage arising out of the use of the EVDE account by you or any third party with or without your permission.

e. Account Security

EVDE is committed to maintaining the security of the tools entrusted to the User and has implemented industry-standard protection for the EVDE Services. However, the actions of individual Users may pose risks. You agree

to treat your access credentials (such as username and password) as confidential information and not to disclose such information to third parties. You also agree to be solely responsible for taking appropriate security measures to protect your EVDE account and personal information.

You shall be solely responsible for the security of your EVDE account and password, and you shall be responsible for all transactions within your EVDE account. EVDE shall not be liable for any damages or consequences caused by the authorized or unauthorized use of your account credentials, including but not limited to disclosure of information, consent or presentation of various rules and agreements by clicking on the website, renewal of the online agreement, etc.

By creating an EVDE Account, you hereby agree that:

- i. you will notify EVDE immediately if you become aware of any unauthorized use of your EVDE account and password or any other breach of security;
- ii. you agree to strictly comply with all EVDE mechanisms or procedures with respect to security, authentication, trading, charging and withdrawals; and
- iii. You will take the appropriate steps to exit the EVDE at the end of each visit.

III. EVDE Services

Upon completion of registration and identity verification for your EVDE Account, you may use various EVDE Services, including, but not limited to, crypto trading, fiat trading, contract trading, leverage trading, EVDE Savings services, rates, obtaining market data, research and other information released by EVDE, participating in User activities conducted by EVDE, etc., in accordance with the provisions of these Terms (including the EVDE Platform Rules and others) individual contracts). EVDE has the right to:

1. Provide, modify or discontinue, in its sole discretion, any EVDE Services; and
2. Allow or prohibit certain Users from using any EVDE Services in accordance with the relevant RULES of the EVDE Platform.

EVDE has the exclusive authority to determine which Digital Assets are listed on the Platform and may from time to time add or remove Digital Assets from the Platform in its sole discretion. The EVDE may also change the order size available for each Digital Asset. With respect to such additions, deletions or amendments, EVDE may, but is not obligated to, notify Users in advance, and EVDE shall not be liable to Users in connection with such additions, deletions or changes.

1. Service Usage Guide

a. License

Provided that you comply with the express terms and conditions set forth in these Terms at all times, EVDE grants you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sub licensable license to access and use the EVDE Services through your computer or internet-enabled devices for your personal/internal purposes. You are prohibited from using the EVDE Services for resale or commercial purposes, including transactions on behalf of other individuals or entities. All of the above activities are expressly prohibited and constitute a material breach of these Terms. The layout, format, functionality, and content access rights of the EVDE Services shall be at the sole discretion of the EVDE. EVDE reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using the EVDE Services in any manner not expressly permitted by these Terms.

These Terms provide only a limited license to access and use the EVDE Services. Therefore, you hereby agree that when you use the EVDE Services, the EVDE does not transfer the EVDE Services or ownership or intellectual property rights in any EVDE intellectual property to you or anyone else. All text, graphics, user interfaces, visual interface, photographs, sounds, process flow diagrams, computer code (including html code),

programs, software, products, information and documents, as well as design, structure, selection, coordination, The expression, appearance and layout of any content included in the Services or made available through the EVDE Services are solely the property of, controlled and/or licensed by the EVDE Operators or their members, parent companies, licensors or affiliates.

EVDE owns any feedback, suggestions, ideas, or other information or materials (collectively, "Feedback") about EVDE or the EVDE Services that you provide by email, EVDE Services, or other means. You hereby assign all right, title and interest to The Feedback and all related intellectual property rights to EVDE. You have no right and hereby waive any request for confirmation or compensation based on any Feedback or any changes based on any Feedback.

b. Limitation

When you use the EVDE Services, you agree and agree to be bound by the following provisions:

- i. During your use of the EVDE Services, all activities you take must comply with applicable laws and regulations, these Terms and the various EVDE guidelines;
- ii. Your use of the EVDE Services must not infringe the public interest, public morals or legitimate interests of others, including any activity that may interfere with, disrupt, adversely affect or prohibit other Users from using the EVDE Services;
- iii. You agree not to use the Services to manipulate the market (e.g., pump and dump schemes, car wash trading, self-trading, front-run, quotation stuffing, and spoofing or layering, whether prohibited by law);
- iv. Without the written consent of EVDE, the following commercial use of EVDE data is prohibited:
 - 1) Trading services using EVDE quotes or information on the market bulletin board
 - 2) Data feed or streaming services that use any market data of the EVDE.
 - 3) Any other websites/applications/services that charge a fee or otherwise benefit (including through advertising or referral fees) from market data obtained from EVDE.
- v. Without the prior written consent of EVDE, you may not modify, reproduce, duplicate, copy, download, store, further transmit, distribute, transmit, disassemble, broadcast, publish, remove or modify any copyright statement or label, or license, sublicense, sell, mirror, design, rent, lease, private label, provide security notices interests in the properties or any part of the property, or create derivative works thereof or otherwise use any part of the property.
- vi. You may not (i) use any deep links, web crawlers, bots, spiders or other automated devices, programs, scripts, algorithms or methods or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties or replicate or circumvent the navigational structure or presentation of the EVDE Services in any way to obtain or attempt to obtain any materials, documents or information in any way not intentionally made available through the EVDE Services; (ii) attempt to access any part or feature of the properties without authorization, or to connect to the EVDE Services or any EVDE servers or any other systems or networks of any EVDE Services provided through the Services, by hacking, password mining, or any other unlawful or prohibited means; (iii) investigate, scan or test the vulnerabilities of the EVDE Services or any network connected to the Properties, or violate any security or authentication measures in the EVDE Services or any network connected to the EVDE Services; (iv) reverse search, track or attempt to track any information of any other Users or visitors to the EVDE Services; (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the EVDE Services or EVDE systems or networks, or the infrastructure of any systems or networks connected to the EVDE Services; (vi) use any device, software or common programs to interfere with the normal operation of the EVDE Services or any transactions in the EVDE Services, or any other person's use of the EVDE Services; (vii) forge headers, impersonate yourself, or otherwise manipulate identification to disguise your identity or the origin of any messages or transmissions you submit to the EVDE, or (viii) use the EVDE Services in an unlawful manner.

By accessing the EVDE Services, you agree that EVDE has the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take action in accordance with the relevant rules without your consent or prior notice. Examples of such actions include, but are not limited to:

1. Blocking and closing order requests;
2. Freezing your account;
3. Report the incident to the authorities;
4. Publication of information about the alleged violations and actions that have been taken;
5. Deletion of any information posted by you that is considered a violation.

2. Crypto trading

Upon completion of the registration and identity verification for your EVDE Account, you may conduct Crypto-to-crypto trading on EVDE in accordance with the provisions of these Terms and Conditions and the RULES of the EVDE platform.

a. Orders

Upon submission of instructions on how to use the EVDE Services for crypto trading ("Order"), your account will be immediately updated to reflect open Orders and your Orders will be included in the EVDE order book to match other users' Orders. If one of your Orders coincides in whole or in part with another user's Order, EVDE will perform the exchange ("Transaction"). Once the Transaction is executed, your account will be updated to reflect that the Order has been fully executed and closed, or the Order has been partially executed. The order will remain incomplete until it is fully executed or cancelled in accordance with point (b) below. In order to enter into a Transaction, you authorize the EVDE to temporarily monitor the Digital Currencies participating in your Transaction.

b. Cancellation

For Orders initiated through the EVDE Services, you may cancel them only before they are matched to orders from other Users. Once your Order has been matched to another User's Order, you may not change, revoke or revoke EVDE's permission to complete the Order. For any partially matching Order, you may cancel an unmatched part of the Order if such part has not been matched. EVDE reserves the right to reject any cancellation request related to an Order sent by you. If there are not enough Digital Currencies in your account to execute an Order, EVDE may cancel the entire Order or execute a portion of the Order with the number of Digital Currencies you have in your account (in each case, any fees associated with the Transaction payable to the EVDE are deductible as set out in point (c) below).

c. Fees

EVDE may, at its sole discretion, update the fees at any time. Any updated fees will apply to any sales or other Transactions that occur after the effective date of the updated fees. You authorize EVDE to deduct from your account any applicable fees that you are required under these Terms.

d. Other Types of Crypto Trading

In addition to Crypto-to-crypto trading, which allows users to directly place orders as set out in paragraph (a) above, EVDE may, at its sole discretion, provide technical and platform services for other types of Crypto-to-crypto trading in accordance with its separately formulated EVDE platform rules, such as One Cancels the Other (OCO) and block trade.

3. Fiat trading

Before conducting Fiat Trading, you must separately read and agree to the User Agreements with the various Over-the-counter platforms of EVDE, as well as comply with the Legal Statement, Privacy Policy, P2P User Transaction Policy and other specific EVDE Platform Rules related to Fiat Trading, as well as the business rules of such partners, and open an account on such Over-the-counter platforms of EVDE after completing registration and identity verification for your account EVDE records, if applicable.

4. Futures Trading

Unless otherwise specified in THE EVDE, in order to conduct Futures Trading, you must enter into a separate EVDE Futures Service Agreement and open a special Collateral Account upon completion of registration and identity verification for your EVDE Account. You acknowledge and agree that:

- a. You fully understand the high risks of futures trading, including but not limited to the risk of significant fluctuations in digital assets in futures trading and the risk of exacerbating an adverse outcome when using leverage;
- b. You have sufficient investment knowledge and experience, as well as the ability to accept the risks arising in connection with trading in futures, and agree to independently assume all risks associated with investing in Futures trading;
- c. Before trading in Futures, you have read and understood the entire contents of the EVDE Futures Service Agreement and the relevant EVDE Platform Rules, and have consulted with relevant professionals to make informed decisions about whether and how to terminate futures trading in accordance with their advice and yours. own reasonable judgment;
- d. You agree and authorize the EVDE to take various reasonable actions in its sole discretion (including, but not limited to, forced liquidation and forced downsizing under certain circumstances) in accordance with the Futures EVDE Service Agreement and the relevant EVDE Platform Rules to protect the legitimate interests you, EVDE and other Users.

5. Options trading

You acknowledge and agree that:

- a. You fully understand the high risks of options trading, including, but not limited to, the risk of significant fluctuations in digital assets in options trading and the risk of exacerbating an adverse outcome when using leverage;
- b. You have sufficient investment knowledge and experience and the ability to accept the risks arising in connection with options trading and agree to assume all risks arising from investing in Options Trading;
- c. Before trading options, you have read and understood all relevant EVDE Platform Rules and consulted with relevant professionals to make informed decisions about whether and how to terminate options trading in accordance with their advice and your own reasonable judgment;
- d. You agree and authorize the EVDE to take various reasonable actions in its sole discretion (including, but not limited to forced liquidation and forced downsizing under certain circumstances) in accordance with the relevant EVDE Platform Rules to protect the legitimate interests of you, the EVDE and other Users.

6. Margin trading

Unless otherwise specified by the EVDE, prior to Margin Trading, you must open a dedicated Collateral Account and/or complete other related procedures after completing registration and identity verification for your EVDE Account.

a. Risks of Margin Trading

Trading on margin is very risky. As a leveraged trader, you acknowledge and agree that you access and use the margin trading and borrowing services at your own risk, which include, but are not limited to:

- i. Liquidity, market depth and trading market dynamics are highly fluctuating and changing rapidly. Using leverage can work in your favor or disadvantage, resulting in large gains or losses, depending on the circumstances.
- ii. You are not eligible to receive forked currencies split from any of the blockchain assets in your Collateral Account, even if you were not margin trading or borrowing at all.
- iii. Loans carry risk and the value of your blockchain assets may decrease. If the value of your assets drops to a certain level, you are responsible for dealing with these market conditions.
- iv. In some market situations, it may be difficult or impossible for you to liquidate a position. This can happen, for example, as a result of insufficient market liquidity or technical problems on the EVDE.
- v. Placing conditional orders does not necessarily limit your losses to the expected amount, as market conditions may prevent you from executing such orders.
- vi. Margin trading does not have guaranteed measures against losses. As a borrower, you may incur losses in excess of the amount you have deposited into your collateral account.

b. To start margin trading:

- i. You represent and warrant that you are not from the United States and are not on any list of trade embargoes or economic sanctions, such as a designated OFAC (U.S. Treasury Department's Office of Foreign Assets Control) citizen.
- ii. You must fully understand the risks associated with margin trading and lending and be fully responsible for any trading and non-trading activities within your EVDE Account and Escrow Account. You must not engage in Transactions or invest in funds that are beyond your financial means;
- iii. You are solely responsible for knowing the true status of any position, even if THEDE may misrepresent it at any time;
- iv. You agree to hold a sufficient amount of Digital Assets in your Collateral Account as required by EVDE for Users to participate in Margin Trading and to repay your loan in full in a timely manner. Failure to retain sufficient assets or repay an outstanding loan in a timely manner may result in the forced liquidation of assets in your Collateral Account;
- v. Even if EVDE has the ability to forcibly liquidate any position, it cannot guarantee a halt to losses. If your assets are insufficient to repay the outstanding loan after liquidating your position, you are still responsible for any further shortfall in assets;
- vi. EVDE may take measures, in its sole discretion and on your behalf, to mitigate your potential losses, including, but not limited to, transferring assets from your Collateral Account to your EVDE account and/or vice versa;
- vii. During the maintenance of the EVDE system, you agree to be solely responsible for the management of your Collateral Account in the face of risks, including, but not limited to, closing positions and repaying the loan.
- viii. You agree to conduct all Transactions, Margin Trading and/or Borrowings independently and are solely responsible for your business. EVDE shall not be liable for any loss or damage caused by your use of any EVDE Services or by your lack of awareness of the risks associated with your use of the Digital Assets or your use of the EVDE Services.

7. Credit services

Unless otherwise provided by the EVDE, in order to borrow currencies, you must enter into a separate Credit Services User Agreement with EVDE and open a special Collateral Account and/or complete other relevant procedures after completing the registration and identity verification for your EVDE Account. You understand and agree that:

- a. Credit services involve significant risks, which include, but are not limited to, risks of fluctuations in the value of borrowed digital assets, derivative risks and technical risks. You must carefully consider and exercise a clear judgment to assess your financial situation and the aforementioned risks in order to make any decision to use the Lending Services, and you are responsible for all losses arising from this;
- b. you will cooperate in providing information and materials related to identity verification and credit services as required by the EVDE and are solely responsible for taking the necessary security measures to protect the security of your Collateral Account and personal information;
- c. you must carefully read the relevant EVDE Platform Rules before using the Lending Services and know, understand and comply with the specific information and rules relating to transactions with the Credit Services, and you agree that the use of borrowed assets must comply with the requirements of these Terms and related laws and regulations;
- d. EVDE has full authority to manage your Collateral Account and Collateral for the period during which the Lending Services are offered and reserves the right, in the circumstances specified in the Credit Services User Agreement or these Terms, to implement various risk controls, which include, but are not limited to, involuntary liquidation. Such steps may result in serious losses for you, and you are solely responsible for the results of such measures;
- e. EVDE has the right to temporarily or permanently prohibit you from using the Lending Services when it deems it necessary or reasonable, and to the maximum extent permitted by law, without any liability to you.

8. EVDE Savings Service

EVDE offers EVDE Savings, a service that provides Users with additional services for their idle digital assets. In order to use the EVDE Savings service, you must enter into a separate User Agreement with EVDE Savings and open a special ACCOUNT for the EVDE Savings service after completing the registration and identity verification for your EVDE Account. When using the EVDE Savings service, it should be borne in mind that:

- a. EVDE Savings assets will be used in cryptocurrency loans and other businesses.
- b. When you use the EVDE Savings service, you expressly authorize EVDE to distribute and provide interest on borrowed funds in accordance with the EVDE Platform Rules.
- c. You must comply with applicable laws and regulations to ensure that the sources of digital assets are lawful and compliant when using the EVDE Savings service.
- d. When you use the EVDE Savings service, you must be fully aware of the risks of investing in digital assets and act with caution.
- e. You agree that all investment transactions conducted on EVDE reflect your true investment intentions and that you unconditionally accept the potential risks and benefits of your investment decisions.
- f. EVDE reserves the right to suspend or terminate the EVDE Savings service. If necessary, EVDE may suspend and terminate the EVDE Savings service at any time.
- g. Due to network delays, computer system failures and other force majeure circumstances that may result in the delay, suspension, termination or rejection of the execution of the Savings EVDE service, the EVDE will use reasonable efforts to ensure, but not promise, that the Savings EVDE service execution system works stable and efficient. EVDE accepts no responsibility if the final performance does not meet your expectations due to the above factors.

9. EVDE POS Service Agreement

- a. <https://www.envoys.vision> has launched the EVDE POS service for www.envoys.vision users to receive income from idle cryptocurrency assets.
- b. EVDE POS assets will be used in cryptocurrency rates to generate revenue for other businesses as well.
- c. When you use the EVDE POS service, you expressly authorize www.envoys.vision to allocate interest at rates in accordance with the rules of the platform.
- d. You must comply with the relevant laws of the state to ensure that the sources of assets are legitimate and compatible when using the EVDE POS service.

- e. When using the EVDE POS service, you should be fully aware of the risks of investing in cryptocurrency and act carefully.
- f. You agree that all investment transactions conducted at www.envoys.vision reflect your true investment intentions and that you unconditionally accept the potential risks and benefits of your investment decisions.
- g. www.envoys.vision reserves the right to suspend or discontinue the provision of EVDE POS services. If necessary, www.envoys.vision may suspend and terminate the EVDE POS service at any time.
- h. Due to network delays, computer system failures, and other force majeure circumstances that may cause the EVDE POS service to be delayed, suspended, or denied, www.envoys.vision will use commercially reasonable efforts to provide, but not promise, that the EVDE POS service execution system is stable and efficient. www.envoys.vision assumes no responsibility if the final performance does not meet your expectations due to the above factors.

10. Conversion

- a. Upon completion of registration and identity verification for your EVDE Account, you may use the CONVERT SERVICES, which allow Users to buy and sell Digital Assets. Users may submit to the EVDE a request to convert one Digital Asset into another Digital Asset, which EVDE may, at its discretion, accept or reject.
- b. For conversion between a supported trading pair of Digital Assets, Users may place a market order by specifying the type and amount of the Convertible Digital Asset ("Convertible Market Order") or limit order, specifying the type and quantity of the Digital Asset being converted, the price and expiration of the limit order (the "Convertible Limit Order").
- c. If the User places a Convertible Market Order, EVDE may provide an optional quote for conversion ("Convert Quote"), which the User may accept or reject within such period of time as the EVDE may, in its sole discretion, specify. The user is responsible for checking the competitiveness of the price and deciding whether to accept the Convert Quote or not within the specified time. The User's acceptance of the Conversion Quote (the "User's Trading Request") authorizes the EVDE to temporarily block the User's Digital Assets, which must be converted prior to the completion of the conversion.
- d. EVDE may accept or reject the User's Trading Request at its sole discretion, depending on market conditions and other factors at the relevant time.
- e. If EVDE accepts a User's Trading Request, EVDE guarantees the price (regardless of the price movement) as well as the amount it provides to the User and will settle the Digital Assets accordingly. In most cases, the calculation will complete within 10 seconds. But sometimes it is possible that the settlement process takes several hours or even longer, depending on various factors, including market conditions, technical issues, etc. During the settlement process, the User cannot cancel the conversion or transfer, withdraw or exchange the Digital Asset being processed. EVDE shall not be liable for potential losses or opportunity costs in connection with any change in the price of a Digital Asset processed during this billing period.
- f. With respect to convertible limit orders, EVDE does not guarantee the execution of a limit order, even if the market price reaches or crosses the limit price set by the User, since orders are executed in accordance with market conditions and liquidity. EVDE shall not be liable for any potential loss or opportunity cost due to the failure to execute limit orders in such a case.
- g. It is recommended that Users conduct independent research on various Digital Assets prior to using the CONVERT EVDE Services. Users are solely responsible for any profit or loss in connection with their use of the EVDE Convert Services.

IV. Obligations

1. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EVDE SERVICES, THE EVDE MATERIALS AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF THE EVDE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND YOU

ARE EXPRESSLY AVAILABLE You abandon any and all other guarantees of any kind, obvious or implied, including: without restrictions, guarantees of commodity suitability, suitability for a specific purpose, ownership or non -destruction of rights or guarantees arising from the course of execution, the course of transactions or use in trade . **WITHOUT LIMITING THE FOREGOING, EVDE DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE EVDE SERVICES, OR THE EVDE MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, UP-TO-DATE, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EVDE DOES NOT GUARANTEE THAT ANY ORDER WILL BE FULFILLED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS REPRESENTATIONS, AGREEMENTS AND RULES SET FORTH IN THESE TERMS AND CONDITIONS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELYED ON ANY OTHER STATEMENTS OR AGREEMENTS, WHETHER IN WRITTEN OR ORAL, BY YOURSELF SERVICES EVDE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT THE EVDE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH: Assets, (b) by any error or posting in the transmission of such data, (c) interruption of any such data, (D) regular or unscheduled maintenance conducted by EVDE, and interruption and the exchange of service as a result of such maintenance, (E) ANY LOSS RESULTING AS A RESULT OF THE ACTION, INACTION OR BREACH OF OTHER USERS OF THESE TERMS; AND (G) OTHER EXCLUSIONS MENTIONED TO THE DISCLAIMER AND PLATFORM RULES ISSUED BY THE EVDE.THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.**

2. Disclaimer of Damages and Limitation of Liability

To the maximum extent allowed by the applicable law, under any circumstances, EVDE, its affiliated persons and their relevant shareholders, members, director, officials, employees, lawyers, agents, representatives, priests or contractors are not responsible for any random, indirect , Special, penalty, indirect or similar losses or obligations (including, among other things, losses for loss of data, information, income, profit or other enterprises or financial benefits) that arise as a result of the EVDE service, the execution or non -performance of services EVDE OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEMS PROVIDED BY EVDE AND ITS AFFILIATES OR ON THEIR BEHALF, WHETHER IN ACCORDANCE WITH CONTRACT, LAW, STRICT LIABILITY OR OTHER THEORY, EVEN IF THE EVDE EXCEPT TO THE FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE THE RESULT OF GROSS NEGLIGENCE EVDE, FRAUD, INTENTIONAL MISCONDUCT OR INTENTIONAL BREACH OF THE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL EVDE, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE ARISING OUT OF OR ON BEHALF OF THE SERVICES OFFERED BY EVDE AND ITS AFFILIATES, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OF UDEE OR ANY OTHER PRODUCT, SERVICE OR OTHER ELEMENT, WHETHER IN ACCORDANCE WITH CONTRACT, LAW, STRICT LIABILITY, OR OTHER THEORY, EXCEED THE AMOUNT OF FEES PAID BY YOU TO EVDE UNDER THESE TERMS DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

3. Indemnification

You agree to indemnify and hold harmless the EVDE Operators, their affiliates, contractors, licensors and their respective directors, officers, employees and agents from any and all claims, actions, proceedings, investigations, demands, claims, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any

regulatory body) arising out of or in connection with (i) your use of or conduct in connection with the EVDE Services, (ii) your breach or our compliance with these Terms, or (iii) your violation of any applicable law, regulation or the rights of any third party while you are using the EVDE Services. If you are liable to indemnify the EVDE Operators, their affiliates, contractors, licensors and their respective directors, officers, employees or agents under these Terms, the EVDE will have the right, in its sole discretion, to monitor any action or proceeding and determine whether EVDE to settle, and if so, on what terms.

V. Announcements

USERS UNDERTAKE TO REGULARLY AND PROMPTLY REFER TO THESE MATERIALS. EVDE WILL NOT BE LIABLE OR LIABLE IN THE FORM OF ANY COMPENSATION IF USERS INCUR PERSONAL LOSSES ARISING FROM IGNORANCE OR NEGLIGENCE OF THE ADS.

VI. Termination of the Agreement

1. Suspension of EVDE accounts

You agree that EVDE has the right to immediately suspend your EVDE Account (and any accounts beneficially owned by related entities or affiliates), freeze or freeze Digital Assets or funds in all such accounts, and suspend your access to EVDE for any reason, including if EVDE suspects that any such accounts violate these Terms, our Privacy Policy, or any applicable laws and regulations. You agree that EVDE will not be liable to you for any permanent or temporary changes to your EVDE Account or any suspension or termination of your access to all or any part of the EVDE Services. EVDE reserves the right to store and use transaction data or other information associated with such EVDE accounts. The above account controls may also apply in the following cases:

1. The EVDE Account shall be the subject of a public proceeding, criminal investigation or other judicial proceeding;
2. We detect unusual activity in the EVDE Account;
3. We detect unauthorized access to the EVDE Account;
4. We are obliged to do this by a court decision or by order of a regulatory/state body.

2. Cancellation of EVDE accounts

In the event of any of the following events, EVDE shall have the right to terminate these Terms directly by cancelling your EVDE Account and will exercise the right, but not the obligation, to permanently freeze (revoke) the authorization of your EVDE Account to the EVDE and withdraw the corresponding EVDE Account:

1. after EVDE ceases to provide services to you;
2. you purport to be registering or registering in the name of any other person as a USER of EVDE again, directly or indirectly;
3. the information you provide is untrue, inaccurate, out of date or incomplete;
4. when these Terms are amended, you declare your unwillingness to accept the amended Terms by applying to cancel your EVDE Account or by other means;
5. you request that the EVDE Services be discontinued; and
6. any other circumstances in which EVDE believes that it should cease to provide the EVDE Services.

In the event of termination of your EVDE account, the account and transactional information that complies with the data retention standards will be securely stored for 5 years. In addition, if the transaction is not completed

during the account termination process, EVDE has the right to notify your counterparty of the situation at that time. You acknowledge that a user-initiated withdrawal from the account (the right to erasure under the GDPR or other equivalent rules) will also be subject to the termination protocol specified above.

If EVDE is informed that any Digital Assets or funds held in your EVDE Account are stolen or otherwise not legally owned by you, EVDE may, but is not obligated to, impose administrative seizure on the affected funds and your EVDE account. If the EVDE imposes an administrative lien on some or all of your funds or the EVDE account, the EVDE may continue such retention until the dispute is resolved and evidence of a solution acceptable to the EVDE is provided to the EVDE in a form acceptable to the EVDE. EVDE will not be involved in any such dispute or dispute resolution. You agree that EVDE will not be liable in any way for any such retention or for your failure to withdraw Digital Assets or funds or execute transactions during the period of any such retention.

3. Remaining funds after termination of the EVDE account

Except as set out in paragraph 4 below, upon closure/withdrawal of the EVDE account, the entire account balance (which includes fees and liabilities due to THE EVDE) will be paid immediately to the EVDE. After paying all outstanding payments to EVDE (if any), Users will have 5 business days to withdraw all Digital Assets or funds from the account.

4. Remaining funds after termination of the EVDE account due to fraud, violation of the law or violation of these Terms

EVDE retains full storage of Digital Assets, Funds and User Data/Information that may be transferred to public authorities in the event of suspension/closure of EVDE accounts as a result of fraud investigations, investigations into violation of the law, or violation of these Terms.

5. Inactive Accounts

Notwithstanding anything in this Section VI, EVDE may provide written notice requiring you to close all of your open positions and withdraw all of your Digital Assets from your EVDE account within 30 days of notice. In the event that you fail to do so, EVDE may, at its sole discretion and without prior notice to you:

- (a) make your EVDE account inactive;
- (b) close any open positions on any EVDE products;
- (c) convert Digital Assets into another type of Digital Asset (e.g. from BTC to BUSD). For the avoidance of doubt, none of the EVDE Operators shall be liable for any loss of profits, tax liabilities or any other loss, damage or expense incurred by you as a result of such conversion;
- (d) transfer such dormant account (including any Digital Assets contained therein) to an affiliate of the EVDE Operators, any third-party custodian or an isolated wallet if EVDE deems it reasonably necessary. In the event that such a transfer has taken place, you have the right to receive your digital assets provided that the requirements of the EVDE verification, including the completion of KYC, are met;
- (e) charge an inactive account fee to cover the costs of maintaining assets by EVDE Operators, their affiliates or any third party, and such fee shall be deducted directly from the dormant account on a monthly basis; and
- (f) close the inactive account at any time, and EVDE will not be liable for any loss, damage or expense incurred by you as a result of the closure of the dormant account, unless there has been fraud or willful default of the EVDE. Any assets in these inactive accounts will be transferred in accordance with paragraph 5(d) above. Once an inactive account is closed, it cannot be reactivated by you (i.e. you will need to register a new EVDE account if you wish to continue using the EVDE Services).

VII. Lack of financial advice

EVDE is not your broker, intermediary, agent or advisor and has no fiduciary relationship or obligation to you in connection with any transactions or other decisions or actions you make using the EVDE Services. No

communication or information provided to you by the EVDE is intended to be construed or construed as investment advice, financial advice, trading advice or any other form of advice. Unless otherwise stated in these Terms, all trades are executed automatically, based on the parameters of your order instructions and in accordance with published trade execution procedures, and you are solely responsible for determining whether any investment strategy or related deal with it in accordance with your personal investment objectives, financial circumstances and risk tolerance, and you are solely responsible for any loss or liability in connection therewith. You should consult with lawyers or tax professionals regarding your particular situation. The EVDE does not recommend buying, earning, selling or holding any Digital Assets. Before making a decision to buy, sell or own any digital asset, you should conduct your own due diligence and consult with your financial advisors before making any investment decision. EVDE is not responsible for the decisions you make to buy, sell or hold Digital Assets based on information provided by EVDE.

VIII. Compliance with Local Laws

Users are responsible for complying with local laws regarding the legal use of the EVDE Services in their local jurisdiction, as well as other laws and regulations applicable to Users. Users must also take into account, within the limits of their local law, all aspects of taxation, withholding, collection, reporting and transfer of funds to their respective tax authorities. **ALL USERS OF THE EVDE SERVICES ACKNOWLEDGE AND REPRESENT THAT THEIR FUNDS ARE FROM LEGAL SOURCES AND DO NOT ORIGIN FROM ILLEGAL ACTIVITIES; USERS AGREE THAT THE EVDE WILL REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT NECESSARY INFORMATION AND MATERIALS IN ACCORDANCE WITH APPLICABLE LAWS OR GOVERNMENT REGULATIONS TO VERIFY THE LEGALITY OF SOURCES AND THEIR USE.** EVDE maintains a cooperative stance with law enforcement agencies worldwide and will not hesitate to seize, freeze, terminate accounts of Users and funds that are flagged or investigated under a legal mandate.

IX. Privacy Policy

Access to the EVDE Services will require the provision of certain personal information. Please read the EVDE Privacy Policy for a summary of EVDE's guidelines regarding the collection and use of personal information.

X. Dispute Resolution: Forum, Arbitration, Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY, AS IT INCLUDES WAIVING CERTAIN RIGHTS TO INSTITUTE LEGAL PROCEEDINGS, INCLUDING AS A CLASS ACTION.

1. Notice of Claim and Dispute Resolution Period. Please contact EVDE first! EVDE wants to resolve your concerns without resorting to formal litigation if possible. If you have a dispute with EVDE, you should contact EVDE and you will be assigned a ticket number. EVDE will attempt to resolve your internal dispute as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (discussions of which remain confidential and subject to applicable rules, protecting settlement discussions from being used as evidence in any trial).

In the event that the dispute cannot be satisfactorily resolved and you wish to bring legal action against the EVDE, you agree to set out the basis for such claim in writing in a "Notice of Claim" as a form of prior notice to the EVDE. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set out the specific remedies sought, (3) provide the original ticket number, and (4) include the email address of your EVDE account. Notice of claim must be sent to the email address or hyperlink provided in your correspondence with the EVDE. Once you have provided the EVDE with a Notice of Claim, the dispute referred to in the Notice of Claim may be submitted either to the EVDE or by you for arbitration in accordance with paragraph 2 of this section below. For the avoidance of doubt, the submission of a dispute to the EVDE for internal resolution and the delivery of a notice of claims to the EVDE are preconditions for the initiation of arbitration proceedings (or any other litigation). During the arbitration, the amount of any settlement offer made by you or the EVDE will not be disclosed to the arbitrator.

2. **Arbitration Agreement and Applicable Law.** You and the EVDE Operators agree that, subject to paragraph 1 above, any dispute, claim or controversy between you and the EVDE (and/or the EVDE Operators) arising out of or in any way related to these Terms or your relationship with EVDE (and/or EVDE Operators) as a user of the EVDE Services (regardless of whether they are based on contract, tort, statute, fraud, misrepresentation or any other legal theory, and whether claims arise during or after the termination of these Terms) will be determined by binding, final and binding individual (not class) arbitration, except as set forth below in the Exceptions to the Arbitration Agreement section. You and the EVDE Operators also agree that the arbitrator shall have the exclusive right to make decisions in its own jurisdiction, including, without limitation, any objection to the existence, scope or validity of the Arbitration Agreement or the possibility of arbitrating any claim or counterclaim. claim. Arbitration is more informal than a lawsuit. THERE IS NO JUDGE OR JURY IN ARBITRATION AND JUDICIAL REVIEW OF THE ARBITRATION AWARD IS LIMITED. There may be more limited disclosure than in court. The arbitrator must follow this agreement and may award the same damages and remedies as a court (including, if applicable, attorneys' fees), except that the arbitrator may not award declaratory or injunctive relief to anyone other than the parties arbitration. The arbitration provisions set forth in this Section shall survive the termination of these Terms. Arbitration Rules. The arbitration shall be governed by the HKIAC Arbitration Rules (HKIAC. Rules) in effect at the time the Notice of Arbitration is filed, as amended by this Section X. The arbitration shall be administered by the Hong Kong International Arbitration Center (HKIAC). Unless otherwise agreed by the parties, only one arbitrator shall be appointed in accordance with the HKIAC Rules. Any arbitration will be conducted in English. Regardless of how the arbitration is conducted, the arbitrator shall issue a reasoned written award sufficient to explain the main findings and conclusions on which the award and award, if any, are based. ANY ARBITRATION AWARD MAY BE AWARDED IN ANY COURT THAT HAS JURISDICTION OVER THE PARTY (OR ASSETS OF THE PARTY) THAT THE AWARD IS MADE AGAINST. Time to File: ANY ARBITRATION AGAINST EVDE OPERATORS MUST BE STARTED WITH A REQUEST FOR ARBITRATION WITHIN ONE (1) YEAR AFTER THE DATE THAT THE PARTY CLAIMS FIRST KNOW OR REASONABLY SHOULD KNOW ABOUT THE INACTION, INTERACTION SERVED AS THE BASIS FOR THE CLAIM; AND THERE SHOULD NOT BE ANY RIGHT TO ANY REMEDY FOR ANY CLAIM NOT MADE WITHIN THIS PERIOD OF TIME. THIS ONE-YEAR LIMITATION INCLUDES THE INTERNAL DISPUTES RESOLUTION PROCEDURE SET FORTH IN PARAGRAPH 1 OF THIS SECTION ABOVE. THERE IS NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT MADE WITHIN THIS PERIOD OF TIME. If applicable law prohibits a one-year statute of limitations for filing claims, any claim must be brought within the shortest time period permitted by applicable law. Process; Note: A party that intends to seek arbitration after the expiration of the Dispute Resolution Period in paragraph 1 above must file a request with HKIAC in accordance with the HKIAC Rules. If we ask you for arbitration, we will notify you at the email address or postal address you provided. You agree that any notice sent to this e-mail address or postal address shall be deemed valid for all purposes, including, but not limited to, determining the adequacy of the service. It is your responsibility to ensure that the e-mail address and/or postal address registered with the EVDE is up-to-date and accurate. Place of Arbitration: The place of arbitration shall be Hong Kong. Place of Hearing: The place of any in-person arbitration hearing shall be Hong Kong, unless otherwise agreed by the parties. Governing Law: These Terms (including this arbitration agreement) shall be governed by and construed in accordance with the laws of Hong Kong. Confidentiality. The parties agree that the arbitration proceedings shall be confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any representation, order or decision made in the arbitration (collectively, the "Confidential Information") shall not be disclosed to any non-party, except for the arbitration, HKIAC, parties, their lawyers, experts, witnesses, accountants and auditors, insurers and reinsurers, as well as any other person necessary for the arbitration. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent that disclosure may be necessary to comply with a legal obligation, defend or exercise a legal right, or to enforce or challenge an arbitration award in good faith. This privacy statement will survive the termination of these Terms and any arbitration under these Terms.

3. Waiver of class action. You and EVDE agree that any claims relating to these Terms or your relationship with EVDE as a user of the EVDE Services (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and whether claims arise during or after termination of these Terms) shall be brought against the other party in arbitration on an individual basis only, and not as a claimant or group member in an

alleged purported class or representative action. You and EVDE also agree to waive any right to bring, adjudicate or arbitrate such claims as a class, class, representative or private general action to the extent permitted by applicable law. Consolidation or amalgamation of separate arbitrations into a single arbitration is not permitted without the consent of all parties, including the EVDE.

4. Changes. EVDE reserves the right to update, modify, revise, suspend or make any future changes to Section X relating to the Parties' Arbitration Agreement in accordance with applicable law. You hereby agree and agree that it is your responsibility to ensure that your understanding of this section is current. Subject to applicable law, your continued use of your EVDE account shall be deemed your acceptance of any changes to Section X relating to the Parties' Agreement to Arbitrate. You agree that if you object to changes to Section X, the EVDE may block access to your account until your account is closed. In such circumstances, the Terms of Use, prior to amendment, will remain in full force and effect until your account is closed.

5. Severability. If any part of these Terms is found to be invalid or unenforceable for any reason or to any extent, the remainder of these Terms will remain valid and enforceable and the invalid or unenforceable portion will be enforced to the maximum extent permitted by law prior to the closure of your account.

XI. Miscellaneous

1. Independent Parties. EVDE is an independent contractor, but is not your agent in enforcing these Terms. These Terms shall not be construed as facts or evidence of association, joint venture, partnership or franchise between the parties.

2. Entire Agreement. These Terms constitute the entire agreement between the parties regarding the use of the EVDE Services and supersede all prior written or oral agreements between the parties. No use of trade or other customary practice or method of dealing between the parties will be used to modify, interpret, supplement or modify the terms of this document.

3. Interpretation and revision. EVDE reserves the right to change, revise, modify and/or modify these Terms at any time. All changes will be effective immediately upon their posting on the EVDE websites. You are responsible for regularly checking the relevant pages on our websites/apps to confirm the latest version of these Terms. If you do not agree to any such changes, your sole remedy is termination. use of EVDE services and cancellation of your account. You agree that, except as otherwise expressly provided in these Terms, EVDE will not be liable for any modification or discontinuance of the EVDE Services by you or any third party, or for any suspension or termination of your access to the EVDE Services.

4. Language and Translations: These Terms may, in the sole and absolute discretion of EVDE, be translated into a language other than English. You agree that any such translation shall be made for your convenience only and the English text shall prevail in the event of any ambiguity, inconsistency or omission between the English text and any translated text.

5. Force majeure. EVDE shall not be liable for any delay or failure to comply with the requirements of these Terms for any reason or condition beyond the reasonable control of EVDE.

6. Severability. If any part of these Terms is found to be invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be enforced to the maximum extent possible.

7. Assignment. You may not assign or transfer any rights or obligations to use the EVDE Services or any of your rights or obligations under these Terms without the prior written consent of EVDE, including any rights or obligations related to enforcing laws or changing controls. EVDE may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

8. Waiver. The failure of one party to require performance of a provision will not affect that party's right to demand performance at any time thereafter. However, the failure of either party to seek redress for the other party's breach of these Terms or any provision of the applicable terms shall not constitute that party's waiver of any subsequent breach or breach by the other party or of the provision itself.

9. Disclaimer of Liability on a Third Party Website. Any links to third-party websites from EVDE Services do not imply endorsement by EVDE of any product, service, information or disclaimer presented therein, nor does EVDE guarantee the accuracy of the information contained therein. If you incur losses from the use of such

third-party product and service, EVDE shall not be liable for such damages. Furthermore, since EVDE does not control the terms of use or privacy policies of third-party websites, you should carefully read and understand these policies.

10. Contact Information. For more information about EVDE, you can refer to the company and licenses information found on the EVDE websites.