

Terms and Conditions

Last updated: December 30 , 2022

Please read these terms and conditions carefully before using our Service, or accessing EigenPhi's website at <https://eigenphi.io/> and any associated websites, APP and API (collectively the "**Site**") provided by Evo Formula Pte. Ltd., a company duly and legally incorporated in the Republic of Singapore ("**EigenPhi**", "**Company**", "**us**", "**we**", or "**our**"). Any queries about these terms and conditions may be submitted to contact@eigenphi.com.

Your access to and use of the Site is conditional on and subject to your acceptance of and compliance with these terms and conditions and other terms and conditions made available to you through our Site from time to time (collectively the "**Terms**"). These Terms apply to all visitors, users and others who access or use the Site.

By accessing or using our Site, you agree to be bound by the Terms and all applicable laws.

EigenPhi reminds you to carefully read and fully understand the Terms, especially with respect to the provisions that exclude or limit the liability of EigenPhi and exclude or restrict your rights and interests. Unless you accept all the Terms, you will not be entitled to access and use the Services provided by us and our Site. If you do not agree to the Terms or refuse to recognize our rights to make amendments to the Terms from time to time, you shall promptly stop using and cease to access our Site.

Access and use of Service

Subject to the Terms, EigenPhi provides a data processing, analysis and display service in relation to cryptocurrency, token, virtual currency and/or blockchain related transactions ("**Service**") to you free of charge. Upon acceptance of the Terms you are granted a non-exclusive right to access and use of the Service, as it is provided to you from time to time.

Subject to other provisions in the Terms, EigenPhi will continuously develop the Service with new features and functionalities. However, EigenPhi reserves the right to remove or alter any existing functions or Content of the Site without any

notice to you. Additionally, EigenPhi may, from time to time and without prior notice, suspend any of our Services to accommodate, among other things, protocol upgrades, our system upgrades and maintenance.

You acknowledge that:

- The information contained on our Site, or provided to you through the Site, or Service provided to you by EigenPhi, any employee, agent or affiliate of EigenPhi does not constitute investment, tax, financial or other professional advice and that you will not treat any of the Service Content or Site information as such;
- EigenPhi does not recommend any financial product;
- EigenPhi does not recommend that any financial product should be bought, sold or held by you; and
- the information which may be provided to you via the Services may not be suitable for you and you should not make any decisions and, in particular, any investment decisions, without consulting your professional advisors.

You may use our Services only to the extent that all applicable laws permit. We have no obligation or capacity to, and therefore do not, verify whether you are eligible to use our Services and we will not be responsible or liable for such use of our Service.

We shall not be responsible for any loss arising from any investment, transaction or action undertaken by you based on any perceived recommendation, forecast or any other information contained on this Site or available via the Services (as the case may be).

Restrictions of Use

You agree to use the Site and Services solely for your own non-commercial purposes.

You agree and warrant that you will not use the Service or any Content made available through our Site:

- for any unlawful or illegal, fraudulent, defamatory, harassing, abusive, obscene, discriminatory, or any other inappropriate or objectionable purposes (as determined by us) that infringe upon or encumber our or another party's intellectual property rights;
- to circumvent any laws or regulations;

- to infringe or encumber the rights of any other party;
- to copy, reproduce, recompile, decompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to, create derivative works from, transmit, transfer, sell, license, upload, edit post, frame, link, or in any way exploit any part of the Service or Content made available through the Site, unless you have obtained prior written consent from EigenPhi;
- for any non-personal or commercial purpose;
- for any purposes other than for the non-commercial purpose of viewing, reading and retaining for reference;
- to transmit or upload any viruses, malware or malicious code;

- to spam, phish or defraud other actual or potential other users of the Service;
- to use or attempt to use any "scraper," "robot," "bot," "spider," "data mining," "computer code," or any other automated device, program, tool, algorithm, process or methodology to access, acquire, copy, or monitor any portion of the Service and/or any data or Content found on or accessed through the Service;
- for any purpose that is not consistent with the Terms;

- for any purpose that is not appropriate or reasonable, as determined by EigenPhi in its sole discretion; or

- to solicit or authorize any third parties to do any of the above.

The Service is not intended for the use by children under the age of 18 years old and no such person is authorized to use the Site and/or receive the Services provided by EigenPhi. By accessing or using the Services, you represent and warrant that:

- you are at least 18 years old and are fully eligible to use our Service in accordance with the laws of your jurisdiction and under the laws of any jurisdictions to which you may be subject;
- you have full legal capacity to enter into legally binding agreements; and
- you have not previously been suspended or removed from using our Services or any part thereof.

You may use the Service at any time strictly in compliance with all applicable laws, rules and regulations.

You may neither interfere with nor attempt to interfere with nor otherwise disrupt the proper operation or provision of the Service. You shall not by any means

violate the security of the Site and/or the Service or attempt to gain unauthorized access to the Site, the Service and/or parts of the Site or Service.

Intellectual Property, Licenses and Permissible Use

All data, images, materials and content contained on the Site and/or provided via the Service are the sole and exclusive intellectual property of EigenPhi or its licensors (as the case may be). This includes, but is not limited to information, graphics, text, data, images, music, software, audio, video, works of authorship of any kind, source code, the selection, arrangement and presentation of all materials that are posted, generated, provided, or otherwise made available through the Service and the overall design of the Service and the Site (collectively, the “**Content**”).

You acknowledge that the Service is protected by intellectual property laws of Singapore and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary right notices incorporated in or accompanying the Service or Content.

Reference on our Site to any companies, products, services, branding, offers or other information, by trade name, trademark or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us or the respective trademark owner.

Subject to your compliance with the Terms, EigenPhi grants to you a limited, non-exclusive, non-transferable and revocable license, with no right to sublicense, to access and view the Content solely in connection with the approved purposes as set out herein and as permitted by EigenPhi from time to time. Unless otherwise approved by us, you may not use the Content for any non-personal or commercial purposes. Any other use of the Service or Content is expressly prohibited. You acknowledge that subject to the rights granted to you in the Terms with respect to the Content, all other rights, titles, and interests in the Service and Content are exclusively the property of EigenPhi and its licensors.

We will use reasonable efforts to verify the accuracy of any Content, but we make no representations about the accuracy, quality, timeliness, truthfulness or completeness of the Content, express or implied, statutory or otherwise, including

any information on any third-party sites even if links to such sites are provided through the Service. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including if we, at our sole discretion, consider any Content to be objectionable, incorrect or inappropriate. We will not be responsible or liable to you for any loss of any kind, from action taken, or taken in reliance on any Content.

Disclaimer

NEITHER THIS SITE NOR ANY PART OF THE SERVICE PROVIDES ANY FINANCIAL, TAX, INVESTMENT ADVICE OR OTHER PROFESSIONAL ADVICE OF ANY KIND. ALL DATA AND INFORMATION MADE AVAILABLE THROUGH THE SITE OR DURING THE COURSE OF THE SERVICE IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT INTENDED FOR TRADING OR INVESTMENT PURPOSES. WHILE EIGENPHI USES COMMERCIALY REASONABLE EFFORTS TO PERIODICALLY UPDATE THE INFORMATION PROVIDED ON THE SITE AND THE SERVICE, EIGENPHI MAKES NO GUARANTEE OR WARRANTIES THAT THE INFORMATION PROVIDED IS ACCURATE, COMPLETE, OR UP-TO-DATE.

USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. NO INVESTMENT DECISION SHALL BE MADE BASED ON ANY INFORMATION, DATA OR CONTENT CONTAINED ON THE SITE OR THROUGH THE SERVICE AND YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN INVESTMENT DECISIONS. EIGENPHI IS NEITHER LIABLE NOR RESPONSIBLE FOR ANY INJURY, LOSSES OR DAMAGES HOWSOEVER ARISING FROM, OR RELATING TO, OR IN CONNECTION WITH ANY INVESTMENT DECISION TAKEN OR MADE BY YOU BASED ON ANY PERCEIVED RECOMMENDATION, FORECAST AND/OR ANY CONTENT OR INFORMATION EIGENPHI PROVIDES OR OBTAINED BY YOU DURING THE COURSE OF THE SERVICE. NOTHING CONTAINED IN THE SERVICE SHALL CONSTITUTE ANY TYPE OF FINANCIAL, TAX, INVESTMENT OR ANY OTHER KINDS OF PROFESSIONAL ADVICE OR RECOMMENDATIONS (I.E., RECOMMENDATIONS AS TO WHETHER OR NOT TO "BUY", "SELL", "HOLD", OTHERWISE TRADE, OR TO ENTER OR NOT TO ENTER INTO ANY OTHER TRANSACTION INVOLVING ANY CRYPTOCURRENCIES). ALL INFORMATION PROVIDED BY EIGENPHI IS IMPERSONAL AND NOT TAILORED TO YOUR NEEDS, REQUEST OR REQUIREMENTS. EIGENPHI DOES NOT EXPRESS ANY OPINION ON THE FUTURE OR EXPECTED VALUE OF ANY CRYPTOCURRENCIES AND

EIGENPHI DOES NOT EXPLICITLY OR IMPLICITLY RECOMMEND OR SUGGEST OR OTHERWISE ADVISE ON AN INVESTMENT STRATEGY OF ANY KIND. BY USING THE WEBSITE AND SERVICE YOU ACKNOWLEDGE THESE DISCLAIMERS.

THE INFORMATION PROVIDED RELATES TO A DYNAMIC, HIGH RISK TYPE OF CRYPTOCURRENCY AND IS SUBJECT TO PERMANENT CHANGE. CRYPTOCURRENCY IS NEITHER SUBJECT TO A CENTRALIZED REGULATION BODY NOR IS BACKED BY ANY CORRESPONDING VALUE SUCH AS, COMPANY SHARES, RAW MATERIALS, GOLD AND ANY OTHER TYPE OF TANGIBLE ASSETS. ACCORDINGLY, ANY INVESTMENTS RELATING TO CRYPTOCURRENCY IS HIGH RISK, WHICH MAY RESULT IN TOTAL LOSS OF ITS VALUE AND IS SOLELY SUBJECT TO THE DYNAMICS OF THE MARKET AND THE LEVEL OF DEMAND AND SUPPLY. ITS VALUE IS VULNERABLE TO STRONG AND IN SOME CASES EXTREME FLUCTUATIONS AND MIGHT EVEN INVOLVE ARBITRARY CHANGES THAT ARE NOT FORESEEABLE. UNDER THESE CIRCUMSTANCES A STRONG LEVEL OF DISCRETION, ATTENTION AND DILIGENCE IS ADVISED WHEN DEALING WITH CRYPTOCURRENCY. BY USING THE SITE AND SERVICES YOU ACKNOWLEDGE THE AFOREMENTIONED HIGH RISK.

Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

Termination

We may, in our sole discretion, terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Suspension may be permanent or for such period as we deem appropriate.

Upon termination, your right to use the Service will cease immediately.

No termination shall release you from any liability which at any time of such termination has already accrued to us or which may accrue thereafter in respect of any act, omission or breach prior to such termination.

Limitation of Liability and Indemnity

To the maximum extent permitted by the applicable law, in no event shall the Company or its past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**EigenPhi Parties**”) be liable to you for any damages, losses, costs, expenses, liabilities of any kind (including without limitation, special damages, consequential damages, economic losses, loss of data or privacy) suffered by you arising from or in connection with (i) any access, use and/or reliance on the Services or the Content therein; (ii) any failure, breakdown, communication failure and/or non-availability in relation to the Site and Services or any part thereof; or (iii) the conduct of any person who accesses or uses the Site or receives the Services.

To the fullest extent permitted by applicable laws, you agree to indemnify, defend and hold harmless EigenPhi and the EigenPhi Parties from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:

- a) your use or misuse of the Service under the Terms;
- b) the performance or non-performance of your responsibilities or obligations under the Terms;
- c) your breach of any of the terms and conditions set out in the Terms;
- d) your breach of any applicable laws;

- e) your alleged or actual breach of any rights of any other person or entity;
- f) your alleged or actual violation or breach of our copyright, trade secrets, patents, trademarks, service marks or any other proprietary right under law; or
- g) any damage you may cause to our Site and Service to any other person or entity.

EigenPhi reserves the right to exercise sole control over the defence, at your sole costs and expenses, of any claim subject to an indemnification set out in this clause and you shall not in any event defend any claim without our prior written consent. The indemnity set out in this clause is in addition to, and not in lieu of, any other remedies that may be available to EigenPhi under applicable laws.

"AS IS" and "AS AVAILABLE"

Disclaimer

The Service is provided to you on an "AS IS" and "AS AVAILABLE" basis and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of EigenPhi Parties and its and their respective licensors and service providers, expressly disclaims all warranties and indemnities, whether express or implied, statutory or otherwise, with respect to the Site and the Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise in the course of dealing, in the course of performance, usage or trade practice. Without limiting the foregoing, the Company provides no warranty, indemnity or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or suitable for, or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, the Company does not make any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the Content, or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any

Content provided through the Service; or (iv) that the Service, its servers, the Content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you. In such case, the exclusions and limitations set forth in this section shall be applied to the greatest extent permitted and enforceable under applicable laws.

GOVERNING LAW

The Terms shall be governed and construed in accordance with the laws of Singapore, without regard to its conflict of law provisions.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore, administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of SIAC (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

Disputes Resolution

If you have any concern or dispute about the Service, you agree to first use your best endeavors to resolve the dispute in good faith by contacting us at contact@eigenphi.com.

Severability and Waiver

If any provision of the Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable laws and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under the Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

The Terms and some Content on our Site or made available through the Service may be available in multiple languages. In case of any conflict or contradictions between different language versions, you agree that the English version shall prevail.

Changes of the Terms

We reserve the right, at our sole discretion, to modify or replace the Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you will be deemed to have agreed to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the Site and the Service.

Force Majeure

Neither EigenPhi nor any EigenPhi Parties shall be liable or responsible to you, or be deemed to have breached the Terms, for any failure or delay in fulfilling or performing its obligations under the Terms, if and to the extent such failure or delay is caused by, results from or is otherwise connected to acts beyond its reasonable control.

Entire Agreement

The Terms (including any information incorporated by reference herein) constitute the entire agreement between you and us for the Service provided by EigenPhi. The Terms published on the date you view it on the Site supersedes all prior versions.

Contact Us

If you have any questions about the Terms, you can contact us:

- By email: contact@eigenphi.com
- By visiting or accessing our website: <https://eigenphi.io/>