

Lenous Protocol Interface Terms of Use

Last updated: October 24, 2024

Our greetings and welcome to Lenous Protocol, <https://lenous.io>, a website-hosted user interface managed and operated by Lenous Foundation (the "**Interface**").

These Terms of Use and any terms and conditions incorporated herein by reference (collectively, the "**Terms**") govern your access to and use of the Interface. You must read the Terms carefully.

To make these Terms easier to read:

- Lenous Foundation is referred to as "Lenous", "we", "us" or "our"
- "You", "your" and "user(s)" refers to anybody who accesses or uses, in any way, the Interface. If you are accessing or using the Interface on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms and, in that case, "you", "your" or "user(s)" will refer to that entity.

By accessing, browsing or otherwise using the Interface, or by acknowledging agreement to the Terms on the Interface, you agree that you have read, understood and accepted all of the Terms and our Privacy Policy (the "Privacy Policy"), which is incorporated by reference into the Terms.

IMPORTANT NOTE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS BY USING OR ACCESSING THE INTERFACE, YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND LENOUS THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. AND YOU AGREE TO A CLASS ACTION WAIVER, BOTH OF WHICH IMPACT YOUR RIGHTS AS TO HOW DISPUTES ARE RESOLVED.

The Interface

TL;DR: The main purpose of the Interface is to provide you with access to operations in the multi-asset DeFi space powered by AI technology. We only provide the interface and software but have no control over your blockchain interactions and do not endorse any specific actions.

Products and Features. The Interface integrates decentralized protocols ("Protocol") and offers you access to numerous liquidity sources and multi-asset trading capabilities across multiple chains. The Interface includes AI-powered features for analytics, trading recommendations, and portfolio management. The Interface may include other products and/or features added for the purposes of user experience development and improvement, including those for the informational, security, and entertainment purposes, which are not intended to affect the main purpose of the Interface described above.

We only provide you with access to the relevant interface and software and neither have control over your interactions with the blockchain nor encourage you to perform any. Any interaction performed by you via the Interface remains your sole responsibility.

Blockchain Networks Transactions. In order to be completed, all transactions with cryptocurrency, digital tokens or digital assets ("virtual currency") must be confirmed and recorded in the associated public blockchain. Such networks are decentralized, peer-to-peer networks supported by independent third parties, which we do not own, control, or operate. We have no control over the Blockchain Networks and, therefore, cannot and do not ensure that any transaction details that you submit via the Interface will be confirmed and processed.

AI-Powered Features. The Interface incorporates artificial intelligence capabilities that provide analytics, trading recommendations, and portfolio management assistance. These features are provided "as is" and any decisions made based on AI-generated recommendations are entirely your responsibility. We do not guarantee the accuracy, completeness, or reliability of any AI-generated content or recommendations.

Eligibility

Our Interface is NOT offered to persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in any Prohibited Localities, as defined below. We do not make exceptions. If you are a Restricted Person, then do not attempt to access or use the Interface. Use of a virtual private network (e.g., a VPN) or other means by Restricted Persons to access or use the Interface is prohibited.

TL;DR: if you use the Interface you state that you (a) are at least 18; (b) don't break any laws of your jurisdiction by using the Interface; (c) are not located, established or registered in any of the jurisdictions enlisted below titled "Prohibited Localities", and (d) are not a "Restricted Person" as defined below.

General. You may not use the Interface if you are otherwise barred from using the Interface under applicable law.

Legality. You are solely responsible for adhering to all laws and regulations applicable to you and your use or access to the Interface. Your use of the Interface is prohibited by and otherwise violate or facilitate the violation of any applicable laws or regulations, or contribute to or facilitate any illegal activity.

By using or accessing the Interface, you represent to us that you are not subject to the Sanction Lists and you are not a Restricted Person, as defined below. "Sanction Lists" means any sanctions designations listed on economic/trade embargo lists and/or specially designated persons/blocked persons lists published by the international organisations, as well as any state and governmental

authorities of any jurisdiction, including, but not limited to the lists of United Nations, European Union and its Member States, United States and United Kingdom sanctions lists.

We make no representations or warranties that the information, products, or services provided through our Interface, are appropriate for access or use in other jurisdictions. You are not permitted to access or use our Interface in any jurisdiction or country if it would be contrary to the law or regulation of that jurisdiction or if it would subject us to the laws of, or any registration requirement with, such jurisdiction. We reserve the right to limit the availability of our Interface to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

Prohibited Localities. Lenous does not interact with digital wallets located in, established in, or a resident of Afghanistan, Burundi, Central African Republic, Crimea Region of Ukraine, Cuba, Democratic Republic of Congo, the so-called Donetsk People's Republic, Eritrea, Guinea, Republic of Guinea-Bissau, Haiti, Iran, Iraq, Lebanon, Libya, the so-called Luhansk People's Republic, Mali, Myanmar (Burma), Nicaragua, Democratic People's Republic of Korea (North Korea), Pakistan, Somalia, Sudan, South Sudan, Syria, Venezuela, Yemen, Zimbabwe or any other state, country or region that is included in the Sanction Lists. You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition.

Restricted Persons. Lenous does not interact with digital wallets, which have been previously classified or otherwise identified by international organizations or any state and governmental authorities of any jurisdiction, as belonging or affiliated with the persons specially designated or otherwise included in the Sanction Lists ("**Restricted Persons**"). For the purposes of these Terms, Restricted Persons shall also include all persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the Prohibited Localities.

Third-Party Restrictions. As mentioned above, our Interface may include the Third-Party Services. Your interaction with and use of the Third-Party Services is governed by the respective terms and conditions of the third-party providers, including but not limited to their eligibility requirements, restrictions on certain localities, restricted persons or any other eligibility-related terms. As a result, based on those terms set by the third-party providers, your access to certain products and/or features of the Interface may be restricted by those providers. Please note that we only facilitate your interaction with these Third-Party Services and we bear no liability for any such restrictions thereof. It is your own responsibility to review those terms and conditions, and ensure that you meet the requirements set forth therein.

Non-Circumvention. You agree not to access the Interface using any technology for the purposes of circumventing these Terms.

Compliance

TL;DR: You are solely responsible for determining whether your use of the Interface complies with applicable laws and regulations. We aren't able to verify whether you are from a prohibited jurisdiction, except for automated AI checks we may implement. If you're not sure about the legality or tax implications, you should consult with a professional advisor.

General Compliance

You are solely responsible for determining whether your use of the Interface is legal in your jurisdiction and complies with applicable laws. When you use the Interface, you represent that you are not subject to any sanctions administered or enforced by any country or government or otherwise designated on any list of prohibited or restricted parties.

Prohibited Localities

The Interface is not offered to persons or entities who reside in, are located in, are incorporated in, or have a registered office in any Prohibited Locality (as defined below) ("Restricted Persons"). By accessing or using the Interface, you represent and warrant that you are not a Restricted Person.

"Prohibited Localities" currently include:

- The United States of America
- The United Kingdom
- Any state, country or jurisdiction that is subject to sanctions enforced by the United States, the United Kingdom or the European Union
- Any jurisdiction where the Interface would require authorization, licensing or registration

This list of Prohibited Localities may be updated from time to time without notice.

Anti-Money Laundering and Counter-Terrorist Financing

The Interface incorporates AI-powered compliance systems designed to detect and prevent potential money laundering, terrorist financing, and other illicit activities. These automated systems may:

- Monitor transaction patterns and user behavior
- Flag suspicious activities for review
- Request additional verification information
- Implement automated restrictions when necessary

You agree to:

1. Provide accurate and truthful information when requested

2. Comply with all automated verification procedures
3. Respond promptly to any enhanced due diligence requests
4. Accept decisions made by our AI compliance systems regarding transaction restrictions or additional verifications

Tax Compliance

You are solely responsible for:

- Determining what taxes apply to your use of the Interface
- Withholding, collecting, reporting and remitting the correct tax amounts
- Maintaining all required tax documentation
- Paying all applicable taxes

The AI-powered features of the Interface may provide general transaction data, but these are not official tax records and should not be relied upon for tax reporting purposes. You should consult with a tax professional regarding your specific situation.

Regulatory Status

We do not represent or warrant that the Interface complies with regulatory frameworks such as:

- Securities laws
- Commodities regulations
- Banking regulations
- Data protection rules
- Consumer protection requirements

The AI features and multi-asset trading capabilities of the Interface do not constitute regulated activities, and we do not provide any regulated financial services, investment advice, or portfolio management services

Risk Assessment

We may use publicly available information, as well as Third-Party Services, to assess the risks associated with illicit or non-compliant activities, phishing, or other potential threats. Such risk assessment services may be provided by various third-parties, including, but not limited to: [List relevant third-party services].

TL;DR: You acknowledge and agree that risk assessment may be conducted using Third-Party Services to monitor wallet addresses and/or other content for non-compliant behavior based on

publicly available information. We reserve the right to block or restrict access of the wallet address associated with such illicit activity. We hold no liability for such assessment, restriction, results, or accuracy of the Third-Party Services.

Compliance Assessment

Lenous reserves the right, but has no obligation, to use publicly available and accessible information and engage third-party providers to monitor and assess your and/or other users' wallet addresses, third-party links, domain names, virtual currencies, smart contracts, and any other content available via the Interface for the risks of:

- Money laundering
- Terrorism financing
- Fraud
- Any other illicit or non-compliant activities

No additional personal data is collected to perform such compliance assessment.

You acknowledge and understand that the compliance assessment results lie in the sole discretion of the third-party provider. Lenous has no control over or connection to these Third-Party Services, thus Lenous is not and cannot be responsible for the accuracy of the information or the services of such providers. These Third-Party Services are governed by their respective terms of use, please read them carefully.

Lenous reserves the right, but has no obligation, to provide respective warnings to you. You hereby acknowledge that Lenous has no responsibility and shall not be held liable for such assessment, restriction, results, or accuracy thereof. You are solely responsible for the final decision as to the applicability and fitness of such risk assessments.

Lenous reserves the right, but has no obligation, to block or restrict any activity on the Interface that may be associated with any illicit and/or non-compliant activities. If you believe you or your wallet address has been blocked or restricted from using the Interface by mistake, please contact us at: [contact email].

Risk Alerts

TL;DR: We may provide risk alerts through the Interface regarding potential threats, market conditions, and AI-related risks, but we do not guarantee their accuracy or reliability. You are responsible for assessing their applicability, and we are not liable for any claims or losses related to these alerts.

Lenous may occasionally provide various risk alerts through the Interface, including but not limited to:

- Phishing attempts
- Smart contract vulnerabilities
- Market volatility warnings
- AI model confidence levels
- Technical analysis limitations
- Network congestion alerts

These risk alerts are provided for informational purposes only, and we do not make any representations or warranties regarding their accuracy, completeness or reliability. You are solely responsible for the final decision as to the applicability and fitness of such alerts.

You hereby acknowledge and agree that risk alerts are provided on an "as-is" basis, without any warranties or guarantees, and that you assume all the associated risks. Lenous has no responsibility and shall not be held liable for any claims, damages or losses arising from or in any way relating to such alerts.

Access to the Interface

TL;DR: We can restrict your access to the Interface at any time. You are responsible for maintaining your access credentials securely.

Wallet Access. To access certain features of the Interface, you must connect a compatible cryptocurrency wallet. You are solely responsible for:

- Maintaining the security of your wallet
- All activities occurring under your wallet
- Any fees associated with your transactions

Access Restrictions. We reserve the right to:

- Terminate or suspend access without prior notice
- Modify or discontinue any features
- Implement additional eligibility requirements
- Block access from certain jurisdictions

Your Use of the Interface

TL;DR: We do not control your interactions and cannot stop an interaction or attempt to reverse an interaction after it occurred. There are some strict rules: do not in any way harm the Interface or

other users. You're ultimately responsible for any interactions with the Interface. Please review, obtain, or otherwise seek additional information or support before interactions with virtual currency at the Protocol.

By using or accessing the Interface, you represent and warrant that you understand that there are inherent risks associated with virtual currency, and the underlying technologies including, without limitation, cryptography and blockchain, and you agree that Lenous is not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Interface facilitates your interaction with decentralized networks and technology and, as such, we have no control over any blockchain or virtual currencies and cannot and do not ensure that any of your interactions will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions.

Without limiting the foregoing, you specifically understand and hereby represent your acknowledgement of the following:

- The pricing information provided through the Interface does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Interface
- The Interface does not act as an agent for any of the users
- The Interface does not own or control any of the underlying software through which blockchain networks are formed
- You are solely responsible for reporting and paying any taxes applicable to your use of the Interface
- Although it is intended to provide accurate and timely information, the Interface or relevant tools may not always be entirely accurate, complete or current

In order to allow other users to have a full and positive experience of using the Interface, you agree that you will not use the Interface in a manner that:

- Breaches these Terms
- Infringes on or violates any intellectual property rights
- Seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system
- Attempts to obtain private keys, passwords, accounts, or other security information from any user
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code
- Seeks to defraud us or any other person or entity
- Violates any applicable law concerning market integrity
- Disguises or interferes with IP addresses
- Exploits AI features or automated systems for unfair advantage
- Manipulates markets or engages in deceptive trading practices
- Submits false or misleading information
- Transmits proceeds of criminal or fraudulent activity

- Contributes to or facilitates any of the foregoing activities

All information provided in connection with your access and use of the Interface is for informational purposes only and should not be construed as professional advice. You should seek independent professional advice before making any financial, legal, or other decisions involving the Interface.

The Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed,

Disclaimers

TL;DR: The Interface is provided "as is" without warranties. We are not responsible for any losses you may incur.

No Warranties. The Interface, including all AI-powered features, is provided:

- "As is" and "as available"
- Without any representations or warranties
- Without guarantee of accuracy or completeness
- Subject to modification or termination at any time

Intellectual Property Rights

TL;DR: We own all intellectual property rights in the Interface.

Ownership. All rights, including:

- Software code
- AI algorithms and models
- User interface design
- Graphics and content
- Trademarks and logos
- Risk Engine

are owned by the **Lenous Foundation**.

Indemnification

TL;DR: If someone sues us because of something you did, you're responsible for it, so read the below carefully.

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs and expenses arising from:

- (a) your access to and use of the Interface;
- (b) your violation of these Terms, the right of any third party, or any other applicable law, rule, or regulation;
- (c) any other party's access and use of the Interface with your assistance or using any device or account that you own or control;
- (d) your interactions with AI-powered features or automated systems;
- (e) your use of multi-asset trading capabilities and associated risks;
- (f) any transactions or activities performed through your connected wallet or account.

Limitation of Liability

TL;DR: It's really important to highlight how our liability is limited when it comes to issues you may encounter with our service. Please read the whole section carefully.

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access to or use of the Interface, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access to or use of the Interface, or from any access to or use of any information obtained by any unauthorized access to or use of the Interface.

We assume no liability or responsibility for any:

- (a) errors, mistakes, or inaccuracies of content;
- (b) personal injury or property damage, of any nature whatsoever, resulting from any access to or use of the Interface;
- (c) unauthorized access to or use of any secure server or database in our control, or the use of any

information or data stored therein;

(d) interruption or cessation of function related to the Interface;

(e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Interface;

(f) errors or omissions in, or loss or damage incurred as a result of, the use of any content made available through the Interface;

(g) the defamatory, offensive, or illegal conduct of any third party;

(h) losses or damages related to AI-powered features or automated systems;

(i) losses from multi-asset trading activities or market volatility.

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the greater of:

(i) the amount you paid to us in exchange for access to and use of the Interface, or

(ii) \$100 (USDC)

This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in the Terms may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

Arbitration and Class Action Waiver

TL;DR: All disputes will be resolved through individual arbitration rather than court litigation or class actions. Please read this section carefully to understand our dispute resolution process.

Binding Arbitration

Except for individual small claims court actions or cases involving intellectual property rights, you and Lenous agree to:

- Waive your right to have disputes resolved in court
- Waive any right to jury trial
- Resolve all disputes through binding arbitration
- Submit to final and binding determinations by appointed arbitrators

No Class Actions

You and Lenous agree that:

- All disputes must be resolved individually
- No disputes will be brought as class arbitrations
- No disputes will be brought as class actions
- No individual may act as a representative of other users
- No disputes may be brought on behalf of others
- No consolidation of individual arbitrations is permitted

Process

1. Written Notice: Either party must notify the other of any Dispute within 30 days by sending an email to Foundation@lenous.io , info@lenous.io
2. Notice Requirements:
 - Your name, postal address, and email address
 - Description of the Dispute
 - Specific resolution sought
3. Resolution Timeline:
 - 30-day informal resolution period after notice receipt
 - Claims must be filed within one year of Dispute arising
 - Claims not filed within one year are permanently barred

Choice of Law

- These Terms are governed by Cayman Islands law
- Arbitration conducted under London Court of International Arbitration (LCIA) rules
- Proceedings held in London, UK, in English
- Judgments may be entered in any competent court outside the United States
- Interface deemed based solely in Cayman Islands

Arbitrator Authority

The arbitrator shall have:

1. Exclusive authority for all procedural and substantive decisions
2. Authority to grant court-available remedies
3. Power to conduct individual arbitration only
4. No authority to consolidate claims or preside over class proceedings

Last but not Least

Changes to these Terms

We may amend any portion of these Terms at any time by posting the revised version with an updated revision date. The changes will become effective and shall be deemed accepted by you the first time you use the Interface after the posting of the revised Terms. If you do not agree with any modification, your sole remedy is to terminate your use of the Interface.

Entire Agreement

These Terms (and any additional terms, rules and conditions posted on the Lenous Network website) including the Privacy Policy constitute the entire agreement with respect to the Interface and supersede any prior agreements, oral or written.

Assignment

You may not assign or transfer any rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms without restriction.

Severability

If any provision of these Terms is deemed invalid or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. Any invalid portions shall be interpreted to fulfill the original intent where possible. If such interpretation is not possible, the invalid portion will be severed while the remaining provisions remain in full force and effect.

Survival

Upon termination of these Terms for any reason, all rights and obligations that by their nature are continuing will survive such termination.

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Last Updated: October 24, 2024