

Terms of Use

Please review these Terms of Use of Vilari (the “**Terms**”) carefully, as they set forth legally binding terms and conditions between you, Operators and Developers that govern your use of (a) the website located at <https://vilari.io> (the “**Website**”); and (b) the Vilari (as defined below) (including related trademarks, and other intellectual property (together, the “**Vilari Services**” and the “**Vilari Interface**”) whether such use is via the Website or command line (“**Direct Access**”).

By accessing or using the Vilari Interface, you (“**you**” or the “**User**”) agree to these Terms on behalf of yourself and any entity you represent, and you represent and warrant that you have the right and authority to do so. You further represent and warrant that are fully able and competent to enter into, and abide by and comply with, these Terms.

If you submit information, including personal information, through or in connection with the Vilari, it will be governed by the privacy policy of the Operators and the Developers, as updated from time to time and available <https://vilari.io> (the “**Privacy Policy**”). You will be prompted to accept the Privacy Policy and these Terms – before use the Vilari.

You accept these Terms by accessing and using the Vilari.

1. Usage of Vilari

1.1 Process: The process flow and interaction between a User and Vilari is envisaged to be as follows:

- (a) a User connects such User’s digital wallet via on the Vilari Interface to deposit such User’s digital assets (“**Supported Digital Assets**”) supported by Vilari;
- (b) such User’s deposited Supported Digital Assets will then be reflected on Vilari and on the Interface pending such User’s deployment for NFT market Activities;
- (c) such User will be able to select from a list of NFT market Activities (“**Supported NFT market Activities**”) and each “**Supported NFT market Activity**”) supported by Vilari and displayed on the Interface along with annual percentage yield information in respect of each Supported NFT market Activity generated from yield oracle of the 3rd party DeFi protocol associated therewith.

1.2 Participation: To participate in a Supported NFT market Activity, such User has to:

- (a) Specify the amount of such User’s Supported Digital Assets that such User intends to commit to deploy for participation in such Supported NFT market Activity;
- (b) initiate a operations to commit allocation and deployment of such specified Supported Digital Assets to such Supported NFT market Activity;
- (c) the operations effected by such User will then be aggregated with operations effected by other Users (who have elected to participate in such Supported NFT market Activity) within a time period specified on the Interface;
- (d) the Supported Digital Assets committed by all Users will be deployed to participate in such Supported NFT market Activity.

1.3 Withdrawal: To withdraw participation in a Supported NFT market Activity, such User has to:

- (a) Withdrawal Supported Digital Assets associated with such participation in such User’s wallet address;
- (b) specify the amount of such User’s Supported Digital Assets that such User intends to withdraw from participation in such Supported NFT market Activity by indicating the amount of Participation Tokens that such User intends to be subject of withdrawal;
- (c) the Withdrawal funds of such User Fund will then be aggregated with Withdrawal funds effected by other Users (who have elected to participate in such Supported NFT market Activity) within a time period specified on the Vilari Interface:
 - (i) can be withdrawn by such User to any wallet address specified by such User.

2. Representations & Warranties

You make the following representations and warranties regarding your use of the Vilari Services:

- 2.1 You represent and warrant that you are legally permitted to use the Vilari Services in your jurisdiction, including that you are legally permitted to own the digital assets and interact with the Vilari Services you use. You further represent and warrant you are responsible for ensuring compliance with the laws of your jurisdiction in connection with your use of the Vilari Services and acknowledge that neither the Operators or the Developers is liable for your compliance or non-compliance with any such laws.
- 2.2 You represent and warrant that agreeing to these Terms and your use of the Vilari Services does not constitute, and that you do not expect it to result in, a breach, default, or violation of any applicable law or any contract or agreement to which you are a party or are otherwise bound.
- 2.3 You represent and warrant that you will not, and will not attempt to, authorize anyone other than you to access any Vilari Account and/or participate in any NFT market Activity available through the Vilari Services using an Account owned by you or a blockchain address for which you control the private keys or otherwise engage in Prohibited Use (as defined below) of the Account.
- 2.4 You represent and warrant that you will not disrupt, interfere with, or otherwise adversely affect the normal flow of the Vilari Services or otherwise act in a manner that may negatively affect other users' experience when using the Vilari Services. This includes taking advantage of software vulnerabilities and any other act that intentionally abuses or exploits of the Vilari Services.
- 2.5 You represent and warrant that you are sophisticated in using and evaluating blockchain technologies and related blockchain-based digital assets, including of digital assets such as Perfect Money, Epaycore, Dogecoin (DOGE), BitcoinCash (BCH), Bitcoin (BTC), Ethereum (ETH), Litecoin (LTC), Tron (TRX), Tether (USDT), Binance Smart Chain (BNB), and other digital tokens such as those following the Token Standards such as (ERC20), (BEP20), (TRC20) and other Token Standards, automated market making protocols, and automated lending protocols. Specifically, you represent and warrant that you have evaluated and understand the use of the Vilari Services and participation in NFT market Activities using the Vilari.
- 2.6 All of the above representations and warranties are true of your acceptance of these Terms and are deemed repeated each time you use the Vilari Services.

3. Prohibited Use

Users of the Vilari Services may not, directly or indirectly, engage in any of the following activities in connection with their use of the Vilari Services (“**Prohibited Uses**”):

- 3.1 A violation of any law, rule, or regulation of any jurisdiction that is applicable to the user.
- 3.2 Violations or breaches of these Terms or any other document governing the use of the Vilari Services.
- 3.3 Permit others to access the Vilari Services through your account or a blockchain address you control or otherwise engage in transactions using the Vilari Services for any person other than the Account owner.
- 3.4 Perform, or attempt to perform, any actions that would interfere with the normal operation of the Vilari Services or affect the use of the Vilari Services by other users.

- 3.5 Engage in, or knowingly facilitate, any fraudulent, deceptive, or manipulative transaction activity in any digital asset using the Vilari Services, including by engaging or participating in “front-running”, “wash trading”, “pump and dump schemes”, or similar activities.
- 3.6 Engage in, or knowingly facilitate, any money laundering, terrorist financing, or other illegal activities.
- 3.7 Access or attempt to access non-public systems, programs, data, or services.
- 3.8 Copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Vilari Services except as expressly permitted by applicable laws.
- 3.9 Reverse engineer or attempt to reverse engineer the Vilari Services except as expressly permitted by applicable law.

4. Waivers

- 4.1 You agree and acknowledge that the Operators, the Developers and their Affiliates shall not be liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with your use of the Vilari Services, the Vilari Interface, the Website or Direct Access. For purposes of these Terms, “Affiliates” of an entity means the owners, directors, officers employees, advisors, agents of such entity and companies in which such entity has an interest.
- 4.2 You undertake not to initiate or participate, and waive the right to participate in, any class action lawsuit or a class wide arbitration against the Operators, the Developers and/or their respective Affiliates.
- 4.3 By accepting these Terms, you waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against Operators, the Developers and their respective Affiliates in connection with your use of the Vilari Services, the Vilari Interface, the Website and/or Direct Access.

5. Termination

These Terms will remain in full force and effect for so long as you use the Vilari Services. The Operators or the Developers may suspend or terminate your rights to use the Vilari Services at any time for any reason at the Operators or the Developers sole discretion, including for any use of the Vilari Services in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Vilari Services will terminate immediately. The Operators and the Developers will not have any liability whatsoever to you for any termination of your rights under these Terms, including blacklisting any network address you provide to the Operators or the Developers.

6. Disclaimers and Limitation of Liability

THE VILARI SERVICES AND WEBSITE [HTTPS://VILARI.IO](https://vilari.io) ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND EACH OF THE OPERATORS AND THE DEVELOPERS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. NEITHER THE OPERATORS OR THE DEVELOPERS MAKE ANY WARRANTY THAT THE VILARI SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

EACH OF THE OPERATORS AND THE DEVELOPERS DOES NOT ENDORSE ANY THIRD PARTY AND SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY TRANSACTIONS YOU ENTER INTO WITH ANY OTHER THIRD PARTY. YOU AGREE THAT THE OPERATORS, THE DEVELOPERS AND THEIR RESPECTIVE AFFILIATES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY SORT INCURRED AS THE RESULT OF ANY INTERACTIONS BETWEEN YOU AND ANY THIRD PARTY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE OPERATORS, THE DEVELOPERS AND/OR THEIR RESPECTIVE AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF THE VILARI SERVICES, EVEN IF THE OPERATORS AND/OR THE DEVELOPERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE VILARI SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOST PROFITS OR LOSS OF DATA RESULTING THEREFROM.

THE OPERATORS, THE DEVELOPERS AND THEIR REPSECTIVE AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR FAILURE TO KEEP YOUR PRIVATE KEYS OR LOGIN CREDENTIALS TO YOUR ACCAUNT SECURE OR ANY OTHER UNAUTHORIZED ACCESS TO OR TRANSACTIONS INVOLVING YOUR ACCAUNT.

7. Potential risks with blockchain-based digital assets

7.1 Like all software, the Website may be subject to exploits. The Operators and the Developers are not responsible for exploits that are not reasonably foreseeable. While the Operators and the Developers have taken a number of precautions to ensure the security of the Website and respectively, the technology is relatively new and it is not possible to guarantee that the code is completely free from bugs or errors. Users accept all risks that arise from using the Website, including, and not limited to, the risk of any funds being lost due to a failure or exploit of the Website.

7.2 The value of any digital asset, where value is attached to such an asset, may fluctuate. The Operators and the Developers make no guarantees as to the price or value of any digital asset on any secondary market, including the yield of NFT market Activities accessible using the Vilari Services.

7.3 The following risks are associated with blockchain-based digital assets that may be supplied to the Vilari or in participation of NFT market Activities : the risk of losing private keys, theft resulting from third parties discovering your private key, value fluctuation of digital assets on the secondary market, disruptions to the blockchain-based systems caused by network congestion, lack of usability of, or loss of value with respect to, digital assets due to a hard fork or other disruption to the blockchain-based systems, or errors or vulnerabilities in the smart contract code associated with a given digital asset or transactions involving digital assets. Transfers on the blockchain-based systems are irreversible. Once an instruction, signed by the required private key(s), to transfer a digital asset from one blockchain address to another has been executed, it cannot be undone.

7.4 The blockchain-based systems charges a fee for engaging in a transaction on the network. Those network transaction fees fluctuate over time depending on a variety of factors. You are solely responsible for paying network transaction fees associated with transactions you engage in on the blockchain-based network using the Vilari Services. You are also solely responsible for any other third-party fees that may be incurred in connection with your use of the Vilari Services.

8. Electronic Communications with the Operators

8.1 The communications between you and the Operators use electronic means, either through the Website, or electronic mail, or whether the Operators communicates by posting notices on the Website, or communicates with you via email. For contractual purposes, you: (i) hereby consent to receive communications from the Operators in any electronic form; and (ii) hereby agree that all terms and conditions, agreements, notices, disclosures, and other

communications that the Operators provides to you electronically satisfy any legal requirement that would also be satisfied if such communications were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights under any applicable law.

8.2 Entire Terms: These Terms constitute the entire agreement between you, the Operators and the Developers regarding your use of the Vilari Services. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means including without limitation.

8.3 Severability. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

8.4 Relationship of the Parties. Nothing contained in this Agreement will be deemed to be construed by the Parties or any third party as creating a partnership, an agency relationship or joint venture between the Parties or any of their respective employees, representatives, or agents.

8.5 Assignment. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without the Operators and the Developers prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The Operators and the Developers may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

8.6 Changes. Unless otherwise required by applicable laws, these Terms are subject to occasional revision. If the Operators or the Developers make any substantial changes, you will be notified of those changes and accept the updated Terms when you next use the Vilari Services. These changes will be effective upon your acceptance of the updated Terms. In addition, continued use of the Vilari Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

8.7 Waiver. A waiver by the Operators or the Developers of any right or remedy under these Terms shall only be effective if it is in writing, executed by a duly authorized representative of the Operators or the Developers and shall apply only to the circumstances for which it is given. The failure of the Operators or the Developers to exercise or enforce any right or remedy under these Terms shall not operate as a waiver of such right or remedy or shall it prevent any future exercise or enforcement of such right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.