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Welcome at YetAi (hereafter also "YetAi" or "we/our"). We offer a Trading tool ("Trading Lieutenant") as a service through our Discord discord.gg/yetai (the "Discord"). Our Trading Lieutenant enables you to receive trading signals according to defined strategies. The Trading Lieutenant hereinafter jointly be referred to as our "Services".

These terms and conditions (the "**Terms**") apply to the relationship between YetAi and you and to any and all use of our Services. The use of our Services is conditioned upon your acceptance of and compliance to these Terms.

### 1. Definitions

- 1. Holder: Holding at least one YetAi in your solana wallet.
- 2. **Signals**: recommendations for buying or selling cryptocurrencies shared by our Trading Lieutenant.
- 3. **Discord**: The signals will be displayed on our discord in a private channel.
- 4. **User(s)**: individual private person(s) or legal entity(ies) making use of the Services. Users are also referred to as "**you**".

# 2. Offers and prices

All members of our community hereafter "Holders" (members who have at least 1 YetAi in their wallet) will enjoy the trading lieutenant freely without any fees

### 3. Fair use of our Platform

- 1. No user age required.
- 2. You may not use the Service in such way that you violate French and any other applicable law and regulations, including but not limited to financial and taxation regulations.
- 3. As a condition for using the Service you agree not to provide any information, data or content to us or the Platform that is incorrect, inaccurate, incomplete or that violates any law or regulation, or is unacceptable to general standards. In addition, you agree that you will not, nor allow third parties to engage in, among others, the following actions:
  - enter any non-public / secure areas of the Platform (or other Services);
  - 2. send viruses, worms, junk mail, spam, chain letters, unsolicited offers or ads of any kind and for any purpose;
  - 3. investigate, scan, or test the Service or any other related system or network, or violate any security or authentication;
  - 4. use any automated systems to withdraw data from the Service (or other Services) ("screen-scraping");
  - 5. make and distribute copies of the Platform (or other Services);

- 6. attempt to sell, distribute, copy, rent, sub-license, loan, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, translate, hack, distribute, harm or misuse the Service (or other Services); or
- 7. create derivative works of any kind whatsoever.

## 4. Intellectual property

- 1. YetAi is the exclusive licensee of all intellectual property rights vesting in and relating to (all content made available through the use of) our Services, such as but not limited to patents, patent applications, trademarks, trademark applications, database rights, service marks, trade names, copyrights, trade secrets, licenses, domain names, know-how, property rights and processes ("Intellectual Property Rights").
- As long as User complies with all its obligations, User obtains a non-exclusive, non-transferable, non-sublicensable and revocable license for use of the Services in accordance with these Terms and the Subscription. If User no longer complies with its obligations, Cryptohopper can withdraw this license with no notice of default being required.

## 5. Availability of the Services and disclaimer of warranties

- The Service is available on Discord, handheld mobile devices running on iOS and Android and other devices specifically indicated as compatible by Discord. YetAi uses all reasonable efforts to ensure that you can access and use the Trading Lieutenant at all times. Due to the nature of the services offered, YetAi cannot guarantee the error-free and uninterrupted access to- and functioning of the Platform (Discord).
- 2. YetAi is in no way responsible for the quality or content of the Signals. The results of selected Signals are entirely at the risk of the User.
- 3. YetAi does not accept any responsibility for unavailability of the Platform (or Services), or any difficulty or inability to download or access content, or any other communication system failure which may result in Services being unavailable.
- 4. YetAi may at its own discretion update, modify, or adapt the Trading Lieutenant and their functionalities from time to time and shall strive to keep downtime to a minimum. YetAi is not responsible for any support or maintenance regarding the Platform (or other Services), and/or any downtime resulting from these actions.
- 5. To the maximum extent permitted by applicable law, YetAi hereby disclaims all implied warranties regarding the availability of the Platform (or other Services). The Services are provided "as is" and "as available" without warranty of any kind.
- 6. YetAi takes the utmost care in compiling its Services for you. However, we cannot vouch for third parties involved in the use of- and access to our Platform (or other Services). For third parties used by the User, the User is solely responsible.

- 7. YetAi and User agree to the following limitation of liability with respect to the use of the Services:
  - 1. Unless there is willful misconduct or gross negligence on the part of YetAi, YetAI is not liable in any way for Users' (direct or indirect) damages or costs of whatsoever nature.
  - 2. YetAi is not liable for damage of User that occurs due to the fact YetAi assumed incorrect or incomplete information provided by User to be correct or complete in the execution of the Agreement.
  - 3. If YetAi is liable, for any reason, the liability will be limited to an amount of \$ 100 USD or 100% of the total amount paid by User for the use of the Services in the foregoing 1 month.
- 8. Without prejudice to other provisions in these Terms, YetAi is not liable for any damage resulting from (no or limited) access to and use of the Platform (or other Services) or the content provided thereon, including loss of profit arising in any way from, but not limited to:
  - 1. the operation or unavailability of this Service (or other Services);
  - 2. claims of third parties (or regarding third parties) in connection with the use of the Platform (or other Services);
  - 3. loss of data;
  - 4. the proper functioning of (hyper)links available through our Platform (or other Services);
  - 5. the quality of any template containing Hopper settings, provided by Users on the Website;
  - 6. the (lack of) financial benefit for the Users through the use of the Service;
  - 7. any situation where Users mobile devices and/or login Credentials are stolen and any third party subsequently makes use of the Services without User's consent;
  - 8. any damage or alteration to User's equipment including but not limited to computer equipment or a (handheld) device as a result of the installation or use of the Service (or other Services);
  - any damage incurred due to the use of an exchange that our Service is using for trading or otherwise connected to or due to the use of any other third party required, for example as a result of unavailability or insolvency thereof; or
  - 10. a failure to meet any of YetAi obligations under these Terms where such failure is due to events beyond YetAi reasonable control.

### 10. Risks

- 1. The use of our Services is only suitable only for Users that fully understand the risks involved in such use. This, inter alia, implies that you understand the price volatility in the cryptocurrency market and that the potential loss in trading or holding crypto currencies can be all or substantial. You guarantee that you shall only put in money that you can afford to lose.
- 2. You warrant that you are aware that additional risks of trading cryptocurrencies may exist that have not been set forth in these Terms, our

Website, App and/or on our Platform. You understand that it remains at all times your responsibility to carefully assess all the risks and determine whether your level of knowledge, financial standing and tolerance for risk are suitable for the use of our Services and the use of cryptocurrencies which are part of a volatile market. Moreover, you are aware of the risks associated with the use of our Services, among which the risk of possible errors and interruptions, and you assume full responsibility for these risks.

3. At no point, YetAi provides any investment, legal or tax advice. YetAo does not consider your personal circumstances (among which, your financial situation and investment objectives). If you wish to receive such advice or considerations, it is your responsibility to seek independent, professional advice prior to the use of our Services.

### 11. Indemnification

User will indemnify, defend, and hold YetAi harmless from and against all liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) arising out of third-party claims regarding:

- 1. any injury or damages resulting from behaviour of User related to the use of our Services; and
- 2. breach by User of these Terms or violation of any applicable law, regulation or order.

#### 12. Miscellaneous

- 1. YetAo reserves the right to change these Terms. By continuing to use the Services, you acknowledge the most recent version of these Terms.
- 2. If we do not enforce (parts of) these Terms, this cannot be construed as consent or waiver of the right to enforce them at a later moment in time or against another User.
- 3. User cannot transfer the rights and obligations from these Terms to third parties.
- 4. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid provision.
- 5. These Terms shall exclusively be governed by and construed in accordance with the laws of the Netherlands.
- 6. Unless mandatory law compels differently, all disputes resulting from or arising in connection with these Terms shall be exclusively submitted to the competent court of Paris, France, unless the dispute can be settled in an amicable fashion.

### 13. Complaints, comments and suggestions

YetAi strives to give you optimal service. If you have a complaint, comment or suggestion, you can contact us at <a href="mailto:support@yetai.io">support@yetai.io</a>. Please provide us with your contact details, and a clear description and reason for your complaint.