# **Terms of Use**

#### Terms of Use

Welcome to Anqa, your trusted Dex Aggregator on the Aptos blockchain platform. These Terms of Use ("Terms") govern your access to and use of our platform, services, and technology (collectively, the "Service"), which are provided by Anqa Labs ("Anqa," "we," "us," or "our").

# **Acceptance of Terms**

By accessing or using the Service, you confirm that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference. If you are using the Service on behalf of an organization, you represent that you have the authority to bind that organization to these Terms, in which case "you" and "your" will refer to that organization.

# **Eligibility**

The Service is intended solely for users who are eighteen (18) years of age or older. By using the Service, you represent and warrant that you meet this minimum age requirement.

#### Use of the Service

You agree to use the Service only for lawful purposes and in accordance with these Terms. Specifically, you agree not to:

- 1. Use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service, including their ability to engage in real-time activities through the Service.
- 2. Use any robot, spider, or other automatic devices, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- 3. Use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent.
- 4. Use any device, software, or routine that interferes with the proper working of the Service.
- 5. Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

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- 6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.
- 7. Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- 8. Take any action that may damage or falsify Anga's rating.
- 9. Otherwise attempt to interfere with the proper working of the Service.

## **Intellectual Property Rights**

The Service and its original content, features, and functionality are and will remain the exclusive property of Anqa and its licensors. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Anqa.

## **Your Responsibilities**

You are responsible for making all arrangements necessary for you to have access to the Service and ensuring that all persons who access the Service through your internet connection are aware of these Terms and comply with them.

# **Changes to the Service**

We reserve the right to withdraw or amend the Service, and any service or material we provide via the Service, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Service is unavailable at any time or for any period.

#### **Disclaimer of Warranties**

The Service is provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither Anqa nor any person associated with Anqa makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Service.

#### **Limitation of Liability**

In no event will Anqa, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Service, any websites linked to it, any content on the Service or such other websites, including any direct, indirect, special, incidental,

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consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

# **Arbitration and Dispute Resolution**

You agree to resolve any disputes arising from these Terms or the Service through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below. The arbitration will be conducted in the English language in accordance with the Arbitration Rules and Procedures established by London Court of International Arbitration (LCIA) then in effect.

## **Exceptions to Agreement to Arbitrate**

You may assert claims, if they qualify, in small claims court in London. Additionally, we both agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of United States without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

## **Changes to Terms**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will 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.

#### **Contact Us**

If you have any questions about these Terms, please contact us at support@anqa.ag

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