

Levva Labs Ltd. Terms and Conditions

Welcome to Levva.fi ("we," "us," or "our"), the informational resource operated by Levva Labs Ltd., a company incorporated under the laws of the British Virgin Islands with registration number 2174184, whose registered office is situated at Intershore Chambers, Road Town, Tortola, British Virgin Islands, and whose registered agent is Intershore Consult (BVI) Ltd. (the "Company"). Levva.fi provides information and resources about the fundamentals of the decentralized non-custodial protocol called the Levva Protocol (the "Levva Protocol," "Protocol," or "Levva DApp"), which utilizes AI-powered strategies for DeFi yield optimization.

Levva.fi is for informational purposes only and is not an access point to the Levva Protocol. These Terms and Conditions, together with any documents incorporated herein by reference (collectively, these "Terms"), govern your access to and use of Levva.fi (the "Site") and any associated interface or application (the "Interface"). By accessing or using the Site or Interface, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not access or use the Site or Interface.

Please read these Terms carefully. They contain important information about your legal rights, remedies, and obligations, including limitations on liability and disclaimers of warranties. As a decentralized protocol involving blockchain technology, cryptocurrencies, and AI-driven strategies, the Levva Protocol carries inherent risks, including but not limited to financial loss, regulatory uncertainty, and technical vulnerabilities.

1. USE OF THE SITE AND THE INTERFACE

The Site is provided for informational purposes only. The Company does not facilitate, execute, or participate in any transactions on the blockchain networks underlying the Levva Protocol. We do not have possession, custody, or control over any crypto assets, user funds, or private keys. When you interact with the Levva Protocol smart contracts via third-party wallets or interfaces, you retain full control over your assets. The Company does not store, send, or receive any crypto assets and has no access to your private keys.

The Levva Protocol is a decentralized, open-source protocol that enables users to engage in AI-powered DeFi strategies, including smart portfolios for yield optimization, automated allocation and rebalancing, and interaction with LevvAI for strategy guidance.

However, the Site and Interface do not provide direct access to these features; they are accessed through decentralized means.

1.1. Eligibility and Representations

As a condition to accessing or using the Site or Interface, you represent and warrant to the Company the following:

1.1.1. If you are an individual, you are at least 18 years old (or the legal age of majority in your jurisdiction) and have the legal capacity to enter into these Terms.

1.1.2. If you are accessing on behalf of an entity, you have the authority to bind that entity to these Terms, and "you" will refer to that entity.

1.1.3. You are not a citizen, resident, or entity organized under the laws of the United States of America (a "U.S. Person") or any jurisdiction where access to the Site, Interface, or Levva Protocol is prohibited or restricted, including but not limited to sanctioned jurisdictions such as Iran, Cuba, North Korea, Syria, Myanmar (Burma), the regions of Crimea, Donetsk, Luhansk, Abkhazia, South Ossetia, or any other country or region subject to comprehensive economic sanctions by the United States, European Union, United Nations, or other relevant authorities.

1.1.4. You are not subject to any sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the United Nations Security Council, the European Union, or any other relevant sanctions authority.

1.1.5. You will not use VPN software, proxies, or any other tools or techniques to circumvent or attempt to circumvent any geographic or access restrictions.

1.1.6. Your access and use of the Site or Interface does not violate any applicable laws, regulations, or rules in your jurisdiction ("Applicable Laws"), including but not limited to securities laws, anti-money laundering (AML) regulations, counter-terrorism financing (CTF) rules, and data protection laws. You will not use the Site or Interface for any illegal purpose, including money laundering, terrorist financing, or evasion of taxes or sanctions.

1.1.7. You understand the risks associated with blockchain technology, cryptocurrencies, DeFi protocols, and AI-driven strategies, including volatility, smart contract bugs, hacking, regulatory changes, and potential total loss of funds.

1.2. Acknowledgments

As a condition to accessing or using the Site or Interface, you acknowledge and agree to the following:

1.2.1. The Site or Interface may be inaccessible or inoperable at any time due to reasons including but not limited to: (a) equipment malfunctions; (b) maintenance or updates; (c) force majeure events; (d) blockchain network disruptions, forks, or congestion; (e) third-party service outages; or (f) cyber attacks.

1.2.2. The Company reserves the right to modify, suspend, or terminate access to the Site or Interface at any time, without notice, for any reason, including if we believe you have breached these Terms or if required by Applicable Laws. We will not be liable for any losses or damages arising from such actions.

1.2.3. The information on the Site is provided "as is" and for general informational purposes only. It does not constitute financial, investment, legal, tax, or any other form of advice. You should conduct your own due diligence and consult independent professionals before engaging with the Levva Protocol or any DeFi activities.

1.2.4. The Levva Protocol involves experimental AI technologies (e.g., LevvAI for strategy recommendations). AI outputs are based on algorithms and data inputs that may contain errors, biases, or inaccuracies. The Company makes no guarantees regarding the performance, accuracy, or suitability of any AI-generated strategies, portfolios, or insights. Past performance is not indicative of future results, and you bear all risks of using such features.

2. RISKS

Engaging with decentralized protocols like the Levva Protocol involves significant risks. By using the Site or Interface, you acknowledge and accept these risks, including but not limited to:

- **Market Risks:** Cryptocurrencies and yields are highly volatile; values can fluctuate dramatically, leading to substantial losses.

- **Technical Risks:** Smart contracts may contain bugs, vulnerabilities, or be exploited by hackers. Blockchain networks may experience delays, failures, or hard forks.

- **Regulatory Risks:** Crypto regulations vary globally and are evolving. Changes in laws (e.g., in the EU under MiCA, U.S. SEC rules, or international FATF guidelines) could

impact the Protocol's availability or legality. The Protocol may be classified as a security, financial instrument, or otherwise in certain jurisdictions.

- **Liquidity and Impermanent Loss Risks:** DeFi strategies may involve liquidity provision, subject to impermanent loss, slippage, or low liquidity.

- **AI-Specific Risks:** AI models may produce suboptimal or erroneous recommendations due to data limitations, model flaws, or market unpredictability.

- **Third-Party Risks:** Reliance on oracles, wallets, bridges, or external protocols could lead to failures or exploits.

- **No Insurance:** There is no FDIC-like insurance; losses are irreversible.

You are solely responsible for understanding and managing these risks. The Company assumes no responsibility for any losses.

3. NO WARRANTIES

The Site, Interface, and any information provided are offered on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, or uninterrupted access. The Company does not warrant that the Site or Interface will meet your requirements or be free from errors, viruses, or harmful components.

4. LIMITATION OF LIABILITY

To the maximum extent permitted by Applicable Laws, the Company, its affiliates, directors, officers, employees, agents, and licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or goodwill, arising from or related to these Terms, the Site, Interface, or Levva Protocol, even if advised of the possibility of such damages.

In no event shall the Company's aggregate liability exceed USD \$100 or the amount you paid to access the Site (if any), whichever is greater.

These limitations apply regardless of the legal theory (contract, tort, etc.) and even if a remedy fails its essential purpose.

5. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its affiliates, directors, officers, employees, agents, and licensors from any claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from: (a) your breach of these Terms; (b) your violation of Applicable Laws; (c) your use of the Site, Interface, or Levva Protocol; or (d) any third-party claims related to your actions.

6. INTELLECTUAL PROPERTY

The Site and its content (including text, graphics, logos, and software) are owned by the Company or its licensors and protected by intellectual property laws. You are granted a limited, non-exclusive, non-transferable license to access the Site for personal, non-commercial use. You may not copy, modify, distribute, or create derivative works without prior written consent.

7. PRIVACY

Your use of the Site is subject to our Privacy Policy, available at [insert link if applicable], which explains how we collect, use, and protect your information in compliance with Applicable Laws such as GDPR (for EU users) and other data protection regulations.

8. CHANGES TO TERMS

We may update these Terms at any time. Changes will be posted on the Site with the updated effective date. Your continued use constitutes acceptance of the revised Terms.

9. TERMINATION

We may terminate or suspend your access to the Site or Interface immediately, without notice, for any reason. Upon termination, your rights under these Terms cease.

10. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms are governed by the laws of the British Virgin Islands, without regard to conflict of laws principles. Any disputes arising from these Terms shall be resolved exclusively through binding arbitration in the British Virgin Islands under the rules of the BVI International Arbitration Centre. You waive any right to participate in class actions.

11. MISCELLANEOUS

These Terms constitute the entire agreement between you and the Company. If any provision is held invalid, the remainder remains in effect. No waiver of any term is a further or continuing waiver. You may not assign these Terms without consent; we may assign freely.

For questions, contact us using the contact form on Levva website.