

Terms of Service

Welcome to justlend.org, a website-hosted user interface (the “API”, “Interface” or “App”) provided by Just Team (“we”, “our”, or “us”). The Interface provides access to a decentralized protocol on the blockchain that allows suppliers and borrowers of certain digital assets to participate in autonomous interest rate markets.

This Terms of Service Agreement (the “Agreement”) explains the terms and conditions by which you may access and use the Interface. You must read this Agreement carefully. By accessing or using the Interface, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use the Interface.

1. Modification of this Agreement

We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any modifications, we will notify you by updating the date of the modified Agreement. All modifications will be effective when they are posted, and your continued use of the Interface will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using the Interface.

2. Eligibility

To access or use the Interface, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least eighteen years old and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface. You further represent that your action or purpose of using the service shall not, directly or indirectly, violate laws of any country or region, have relations with any illegal institution or provide any support to any illegal institution. You further represent that your access and use of the Interface will fully comply with all applicable laws and regulations, and that you will not access or use the Interface to conduct, promote, or otherwise facilitate any illegal activity.

3. Proprietary Rights

We own all intellectual property and other rights in the Interface and its contents, including (but not limited to) software, text, images, trademarks, service marks, copyrights, patents, and designs. Unless expressly authorized by us, you may not copy, modify, adapt, rent, sell, license, publish, distribute, or otherwise permit any third party to access or use the Interface or any of its contents. Provided that you are eligible, you are hereby granted a single, personal, limited license to access and use the Interface. This license is non-monopolistic, non-exclusive, non-transferable, and freely revocable by us at any time without notice or cause. Use of the Interface or its contents for any purpose not expressly permitted by this Agreement is strictly prohibited.

4. Privacy

We protect your privacy to the best of our ability while abiding by local laws. We carefully considers each request to ensure that it complies with the letter and spirit of the law and the culture of each region. We do not hesitate to challenge invalid, overboard or illegal requests, ban their access and report their illegal acts. We safeguard the integrity and security of your personally identifiable information (“PII”) and aggregate data with reasonable measures. However, we cannot guarantee that third parties will not obtain or use your PII for improper purposes. You acknowledge that you provide your PII and aggregate data at your own risk. By accessing or using our service, you understand and consent to our collection, use, and disclosure of your PII and aggregate data.

5. Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Interface:

To access or use our service, the Interface or other content from us, you need to agree not to engage in, or attempt to engage in any of the following categories of prohibited activity:

a. Intellectual Property Infringement.

Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right to privacy, or other proprietary or intellectual property rights under the law.

b. Cyberattack.

Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and denial-of-service attacks.

c. Fraud and Misrepresentation.

Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing false, inaccurate, or misleading information in order to unlawfully obtain the property of another.

d. Market Manipulation.

Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading.

e. Any Other Unlawful Conduct.

Activity that violates any applicable law or rule of any country or region.

6. No Professional Advice

All information and capital flows are operated completely in accordance with the smart contract code. Public information provided by our service is for reference purposes only and shall not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Interface. Before you make any financial, legal, or other decisions involving the Interface, you should seek professional advice from a licensed and qualified individual in the area.

7. No Warranties

Our Service is provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, we disclaim any representations and warranties of any kind, whether express or implied, including (but not limited to) the warranties of merchantability and fitness for a particular environment and browser. You acknowledge and agree that your use of our Service is at your own risk. We do not represent or warrant that access to the Interface will be continuous, uninterrupted, timely, or secure; that the information contained in the Interface will be accurate, reliable, complete, or current; or that the displayed content, data, or service interface will be free from errors, defects, or viruses. No advice, information, or statement that we make should be treated as creating any warranty concerning the Interface. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning our Service.

8. No Fiduciary Duties

This Agreement does not create or impose any fiduciary or endorsement 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, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

9. Compliance Obligations

Our Service may be set up within the jurisdictions of certain countries or regions and required to comply with the terms of use in the region where the Service is set up. By accessing or using our Service, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You may not use our Service if you are a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the country or region, or if your use of the Services would be illegal or otherwise violate any applicable law. You further represent that you are not (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties or (b) (including but not limited to the following) a citizen, resident, or organization of the Chinese Mainland, Taiwan (province of China), Hong Kong (SAR of China), the United States and Singapore.

10. Assumption of Risk

By accessing and using our Service, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets (e.g. the usage and intricacies of bitcoin (BTC) and tronix (TRX)) and other TRON token standards (i.e. TRC-20). You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems such as TRON are variable and may increase dramatically at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to the Smart Contract. If you borrow digital assets from the Smart Contract, you will have to supply digital assets of your own as collateral. If your collateral declines in value such that it is no longer sufficient to secure the amount that you borrowed, others may interact with the Smart Contract to seize part (or all) of your collateral in a liquidation event. You further acknowledge that we are not responsible for any of these variables or risks, do not own or control the Smart Contract, and cannot be held liable for any resulting losses that you experience while accessing or using the Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using our Service and interacting with the Smart Contract.

11. Third-Party Resources and Promotions

The Interface may contain references or links to third-party resources, which includes (but not limited to) information, materials, products, or services that we do not own or control. In addition, third parties may offer promotions related to us. We assume no responsibility for any such resources or promotions. If you access or use any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such third-party resources or participation in any such promotions.

12. Release of Claims

You expressly agree that you assume all risks in connection with your access and use of our Service and your interaction with the Smart Contract. You further expressly waive and release us from any and all liability, claims, or causes of action arising from or in any way relating to your use of our Service and your interaction with the Smart Contract.

13. Indemnity

You agree to indemnify us (including but not limited to our team members, managers, directors, contractors, agents, affiliates, and subsidiaries) from and against all claims, damages, costs, obligations, and expenses arising from:

- a. your access and use of the Interface;
- b. your violation of any term or condition of this Agreement, 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.

14. Limitation of Liability

Under no circumstances shall we or any of our team members, officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any direct, 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 or use of the service, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the service or the information contained within it. We assume no liability or responsibility for situations including (but not limited to):

- a. errors, mistakes, or inaccuracies of content;

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- b. personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Interface;
 - c. unauthorized access 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 our service;
 - 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 service;
 - g. the defamatory, offensive, or illegal conduct of any third party.

Third-party institutions or individuals may need to pay a certain fee to use our Interface. The fee is only for the use of the service we offer and does not include assumption for the losses incurred during usage. Under no circumstances shall we or any of our team members, officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs.

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 this Agreement may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

15. Dispute Resolution

We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to services@justlend.org so that we can attempt to resolve it without resorting to formal dispute resolution.