

# Terms of Use

#### Welcome to EARNERS HUB!

These Terms of Use ("Terms") govern your access to and use of the EARNERS HUB website (the "Website") and the services we offer (the "Services"). By accessing or using the Website or Services, you agree to be bound by these Terms.

# 1. Eligibility

- 1.1 Age Requirement: You must be at least 18 years old and have the legal capacity to enter into a binding agreement to use the Website and Services.
- 1.2 Geographic Restrictions: The Services offered on this Website may not be available to residents of certain jurisdictions. You are responsible for checking your local laws and regulations to determine whether you are legally permitted to access and use the Website and Services. By using the Website and Services, you represent and warrant that you are located in a jurisdiction where such use is permitted and that you will not access or use the Website and Services from any jurisdiction where such access or use is prohibited.
- 1.3 Prohibited Users: You may not use the Website or Services if you are:
  - A person previously barred from using the Website or Services by EARNERS HUB.
  - A person identified on any sanctions list or list of prohibited or restricted parties maintained by any government or regulatory body.

### 2. Account Creation

2.1 Account Registration: You may be required to create an account to access certain features of the Website or Services. During the registration process, you will be required to provide certain personal information, such as your name, email address, and phone number. You agree to provide truthful, accurate, current, and complete information about yourself when registering for an account.

- **2.2 Account Security:** You are responsible for maintaining the confidentiality of your account information, including your login credentials, and for all activities that occur under your account. You agree to:
  - · Choose a strong and unique password for your account.
  - · Not share your login credentials with anyone else.
  - Notify us immediately of any unauthorized use of your account or any other security breach.
- 2.3 Account Verification: To comply with applicable laws and regulations, and to help prevent fraud, we may require you to verify your identity by providing certain documentation. This documentation may include, but is not limited to, a government-issued ID and proof of address.

### 3. Use of the Website and Services

- **3.1 Permitted Use:** You are granted a non-exclusive, non-transferable license to use the Website and Services in accordance with these Terms. You may use the Website and Services for the following purposes:
  - · To trade cryptocurrencies offered on the platform.
  - To participate in cloud mining plans offered by EARNERS HUB.
  - · To invest in crypto mutual funds offered on the platform.
  - · To access educational resources and market analysis tools.
- **3.2 Prohibited Use:** You agree not to use the Website or Services for any illegal or unauthorized purpose. This includes, but is not limited to:
  - Engaging in money laundering, terrorist financing, or other illegal activities.
  - · Violating any applicable laws or regulations.
  - · Infringing on the intellectual property rights of others.
  - Transmitting any malware or viruses through the Website or Services.
  - Using the Website or Services to collect or store personal data about others without their consent.
  - Impersonating any person or entity, or making false or misleading statements.

- Attempting to gain unauthorized access to the Website or Services, or any computer systems or networks connected to the Website.
- Interfering with or disrupting the use of the Website or Services by others.
- Using the Website or Services in a manner that could damage, disable, overburden, or impair the Website or Services.
- **3.3 User Conduct:** You agree to use the Website and Services in a respectful and professional manner. You will not engage in any harassing, abusive, discriminatory, or threatening behavior towards other users or our staff.

# 4. Intellectual Property

- **4.1 Ownership:** The Website and Services contain intellectual property owned by EARNERS HUB or its licensors. This intellectual property includes, but is not limited to, trademarks, copyrights, patents, trade secrets, and database rights.
- **4.2 Use Restrictions:** You are prohibited from modifying, copying, distributing, transmitting, displaying, performing, reproducing, publishing, licensing, creating derivative works from, or transferring any part of the Website or Services without our written permission. You may not use any of our trademarks, logos, or other branding materials without our prior written consent.
- **4.3 User Content:** You may be permitted to submit content (such as text, images, or videos) to the Website or Services ("User Content"). You retain all ownership rights to your User Content. However, by submitting User Content, you grant EARNERS HUB a
  - non-exclusive, worldwide, royalty-free, transferable license to use, reproduce, modify, publish, distribute, and translate your User Content for the purpose of operating and improving the Website and Services.
  - You also grant us the right to sublicense these rights to third-party service providers who assist us in providing the Website and Services.
- **4.4 User Content Removal:** You may request that we remove your User Content from the Website or Services at any time. We will use our best efforts to comply with your request, but we may not be able to remove all copies of your User Content from the Website or Services immediately.

#### 5. Disclaimers

- 5.1 Availability: WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE AVAILABILITY, TIMELINESS, SECURITY, PERFORMANCE, AND ACCURACY OF THE WEBSITE AND SERVICES. THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND.
- 5.2 Suitability: WE DO NOT WARRANT THAT THE WEBSITE OR SERVICES WILL

MEET YOUR SPECIFIC REQUIREMENTS OR THAT THEY WILL BE ERROR-FREE, RELIABLE, OR INTERRUPTION-FREE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE WEBSITE AND SERVICES FOR YOUR USE.

- 5.3 Investment Risk: You acknowledge and understand that investing in cryptocurrencies and other digital assets carries significant risks. The value of your investments can fluctuate significantly, and you could lose all or some of your investment. Past performance is not necessarily indicative of future results.
- **5.4 Market Volatility:** The cryptocurrency market is highly volatile and can be subject to sudden and unpredictable price swings. You should carefully consider your risk tolerance and investment objectives before making any investment decisions.
- **5.5 Regulatory Environment:** The regulatory landscape surrounding cryptocurrencies is constantly evolving. Changes in regulations could adversely affect the value of your investments or your ability to use the Website and Services.

# 6. Limitation of Liability

- 6.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION.
- 6.2 YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EARNERS HUB AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS, OR EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE OR SERVICES.

#### 7. Indemnification

**7.1 Defense and Reimbursement:** You agree to indemnify and hold harmless E-VENTUNE

TRADE and its officers, directors, employees, agents, and licensors from and against any and all claims, demands, losses, liabilities, costs, or expenses (including attorneys' fees) arising out of or related to:

- · Your violation of these Terms.
- · Your use of the Website or Services.
- · Your violation of any applicable laws or regulations.
- · Your User Content.
- **7.2 Cooperation:** You agree to cooperate fully with EARNERS HUB in the defense of any claim covered by this Section 7.

#### 8. Termination

- **8.1 Our Right to Terminate:** We may terminate your access to the Website or Services at any time, for any reason, without notice. This may include, but is not limited to, if you violate these Terms, or if you engage in any illegal or unauthorized activity.
- **8.2 Your Right to Terminate:** You may terminate your account at any time. Upon termination of your account, you will no longer have access to the Website or Services.
- 8.3 Survival: The following provisions will survive the termination of these Terms: 

  Sections 4

  (Intellectual Property), 5 (Disclaimers), 6 (Limitation of Liability), 7 (Indemnification), and 9 (Governing Law and Dispute Resolution).

# 9. Governing Law and Dispute Resolution

- **9.1 Governing Law:** These Terms will be governed by and construed in accordance with the laws of [Your Jurisdiction], without regard to its conflict of law provisions.
- **9.2 Dispute Resolution:** Any dispute arising out of or relating to these Terms will be subject to the exclusive jurisdiction of the courts located in [Your Jurisdiction]. You agree to waive any

jurisdictional defenses or objections that you may have to such courts.

### 10. Entire Agreement

These Terms constitute the entire agreement between you and EARNERS HUB regarding your use of the Website and Services.

## 11. Changes to these Terms (Continued)

We may revise these Terms from time to time. The revised Terms will be effective immediately upon posting on the Website. You agree to review the Terms regularly and be bound by the most recent version. We will use reasonable efforts to notify you of any changes to the Terms by posting a notice on the Website or sending you an email.

### 12. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

#### 13. Waiver

No waiver by EARNERS HUB of any breach of any provision of these Terms shall be construed as a waiver of any other or subsequent breach.

## 14. Force Majeure

We will not be liable for any delay or failure to perform our obligations under these Terms due to any cause beyond our reasonable control, including, but not limited to, acts of God, war, terrorism, riots, labor strikes, natural disasters, or government regulations.

#### 15. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, postage prepaid, or sent by reputable overnight courier service to the addresses set forth below.

## • If to you

• If to EARNERS HUB:

### 16. Third-Party Links

The Website and Services may contain links to third-party websites or services that are not owned or controlled by EARNERS HUB. We are not responsible for the content or practices of any third-party websites or services. We encourage you to carefully review the terms of service and privacy policies of any third-party websites or services that you visit.

## 17. Assignment

You may not assign your rights or obligations under these Terms without the prior written consent of EARNERS HUB. We may assign our rights and obligations under these Terms to any third party at any time without notice.

### 18. No Agency

Nothing in these Terms shall be construed to create a partnership, joint venture, agency, or employment relationship between you and EARNERS HUB.

#### 19. Headings

The headings in these Terms are for convenience only and do not have any legal or contractual effect.

#### 20. Contact Us

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

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