

## AMBROSUS ARCADIA STAKING TERMS OF USE

Last Updated Date: 16 November 2021

Welcome to the official website <https://staking.ambrosus.io>, a liquid staking solution protocol that unlocks the true potential of Amber coin.

These terms of use and conditions herein by reference (“Terms”) govern your access to and use of the staking protocol that is available on this official website. You must read the Terms carefully. By accessing, browsing, or otherwise using the interface, or by acknowledging agreement to the Terms on the interface, you agree that you have read, understood, and accepted all of the Terms. THE TERMS CONTAIN IMPORTANT INFORMATION, INCLUDING A BINDING ARBITRATION PROVISION, WHICH IMPACTS YOUR RIGHTS AS TO HOW DISPUTES ARE RESOLVED.

You are solely responsible for understanding and complying with any and all laws, rules, and regulations of your specific jurisdiction that may be applicable to you in connection with the use of any and all services, products, and content of the Website.

IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU SHALL NOT ACCESS THIS WEBSITE AND SHALL NOT USE ANY OF OUR SERVICES, PRODUCTS, AND CONTENT.

### 1. GENERAL

1.1. These Terms apply to the staking protocol, including all associated services, features, technologies, and functionalities available on or via the [staking.ambrosus.io](https://staking.ambrosus.io) (the “Website”), which allow you to stake your Amber coin (“Amber” or “AMB”) (such staking protocol and service together with the Website – the “Service”).

1.2. The Service is provided by Ambrosus Inc., with registration number: 172511 located at New Horizon Building, Ground Floor, 3 1/2 Miles Phillip S.W. Goldson Highway, Belize City, Belize C.A. (referred to as “Ambrosus”, “we”, “us” and “our” in these Terms). In these Terms, “you” and “your” refers to any person and/or entity accessing or using the Website.

1.3. These Terms will also apply to any updates or upgrades provided by us that replace and/or supplement the Website unless such updates or upgrades are accompanied by separate terms in which case those separate terms shall apply.

### 2. YOUR RIGHTS AND RESPONSIBILITIES

- 2.1. You have the right to enter and use the Website and the Service, as long as you agree to and actually comply with the Terms. By using the Website, you agree to accept and comply with the terms and conditions stated herein.
- 2.2. You have a right to withdraw your Ambers anytime by initiating a withdrawal (unstake) transaction.
- 2.3. You undertake to read the entire Terms carefully before using the Website or the Service provided by us.
- 2.4. You undertake to comply with any and all applicable laws and regulations related to the use of the Service.
- 2.5. YOU ARE RESPONSIBLE FOR MAINTAINING THE SECURITY OF YOUR KEYS AT ALL TIMES. WE WILL NEVER ASK FOR PRIVATE KEYS IN ANY CIRCUMSTANCE.
- 2.6. You understand that anyone who obtains your login credentials and access to your device may access your wallet address with or without your authorization and may transfer any digital assets accessible through your wallet.
- 2.7. You undertake not to use the Service to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, financing terrorist organizations, or malicious hacking.
- 2.8. You are responsible for any and all damages caused, and all liability actions brought against us for infringement of any third-party rights or violation of any applicable laws.
- 2.9. Nothing in the Terms excludes or limits the liability of you for fraud, death or personal injury caused by your negligence, breach of the terms implied by operation of law, or any other liability which may not be limited or excluded by law.
- 2.10. You are solely responsible for determining whether AMB staking is appropriate for you based on your personal goals, financial status, and risk willingness.

### 3. YOUR REPRESENTATIONS AND WARRANTIES

- 3.1. By accepting these Terms and using the Service, you expressly represent and warrant that you:
- follow the rules and laws in your country of residence and/or country from which you access this Website and the Service;
  - are at least 18 years old and have the right to accept these Terms and participate in staking;
  - you are not, and do not directly or indirectly own or control, and have not received any assets from, any blockchain address that is, listed on any sanctions list or equivalent maintained by any of the sanctions-listed persons (collectively, "Sanctions Lists Persons");
  - you do not intend to transact in or with any restricted territories (such embargoed or sanctioned territories, collectively, the "Restricted Territories") or Sanctions List Persons;

3.2. You represent and warrant that you will only use the Website to perform in accordance with the conditions set forth in these Terms and that you are duly authorised and have the capacity to use the Website

3.3. You represent and warrant that AMB deposited for the Service belong to you and are derived from legal sources.

#### 4. OUR RIGHTS AND RESPONSIBILITIES

4.1. We undertake to provide the Service with the utmost effort, due care, and in accordance with these Terms.

4.2. To the extent permitted by law, we are not responsible for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered is caused by a breach of the Terms by us.

4.3. We are not responsible for any malfunction, breakdown, delay, or interruption of the Internet connection or any reason why our Website is unavailable at any given time.

4.4. We are not responsible for the delay in the processing of payments made by the fault of any third parties, operators of such transactions if any.

#### 5. OUR REPRESENTATIONS AND WARRANTIES

5.1. We shall provide the Services with reasonable care and skill and in accordance with these Terms.

5.2. Reasonable security safeguards will be used by us to protect the integrity and availability of the Service.

#### 6. TRANSACTIONS

6.1. Staking pools owned by Ambrosus Inc. charge a commission for the service of 20% (twenty percent) from the staking reward ("Staking commission").

6.2. Staking reward is calculated every 6 hours with possible time deviations.

6.3. You will receive the staking reward in accordance with the amount of AMB you have staked for one month.

*For example, if you stake 10,000 (ten thousand) AMB and the annual percentage yield ("APY") is 30% (thirty percent), in this case, you will receive the estimated staking reward of approximately 3000 (three thousand) AMB per year or approximately 250 (two hundred fifty) AMB per month. The staking reward already includes the pool commissions according to Clause 6.6. below herein.*

*After one month of staking your stake will be approximately 10250 (ten thousand two hundred fifty) AMB.*

6.4. Staking reward is automatically added to your stake.

6.5. You understand and agree that the stake reward will always be different because the displayed annual percentage yield ("APY") depends on the Ambrosus Ecosystem and is calculated based on the pool rewards for the last 10 (ten) calendar days.

6.6. You also acknowledge and agree that the annual percentage yield (“APY”) already includes the pool’s commission.

6.7. For all financial calculations, we round AMB to the eighteenth digit after the separator, but for convenience, on the web page, you will only see AMB to the second digit after the separator.

6.8. The minimum amount limit for AMB deposit is 1,000 (one thousand) AMB and there is no limit for AMB withdrawals.

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1. All content on this Website is our property and is protected by copyright, patent, trademark, and any other applicable laws unless otherwise specified hereby.

7.2. Ambrosus Inc.’s trademarks, trade names, service marks and logos and others used on the Website (hereinafter the “Trademarks”) are the property of Ambrosus Inc. and its respective owners. The software, applications, text, images, graphics, data, graphs, video, and audio materials used on this Website belong to Ambrosus Inc. The Trademarks and other content on the Website should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected, or distributed in any form or by any means, no matter manual or automated. The use of any content from the Website is strictly prohibited; any such unauthorized use may violate copyright, patent, trademark, and any other applicable laws and could result in criminal or civil penalties.

## 8. NO PROFESSIONAL ADVICE OR FIDUCIARY DUTIES

8.1. All information provided in connection with your access and use of the Website and the Service is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the Website or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, or other decisions involving the interface, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

8.2. The Terms are not intended to, and do not, create or impose any fiduciary 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 forth expressly in the Terms.

## 9. ILLEGAL TRANSACTIONS

9.1. We reserve the right to suspend or terminate your use of the Service at any time if we reasonably believe to be required to do so by the law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.

9.2. It is strictly forbidden to use the Website and the Service for any illegal purposes.

9.3. We shall ensure that they do not use the Service for the transactions relating to:

- money laundering, terrorist financing, proliferation of weapons of mass destruction;
- human trafficking;
- any goods or services that are illegal or the promotion, offer or marketing of which is illegal or that are offered in connection with illegal, obscene or pornographic content, depict children or minors in sexual postures, depict means of propaganda or signs of unconstitutional organisations glorifying war or violating human dignity;
- any goods or services, promotion, offer, or marketing of which would violate copyrights, industrial property rights, or other rights of any person;
- drugs, narcotics, or hallucinogens;
- weapons of any kind;
- illegal gambling services;
- body parts or human remains;
- protected animals or protected plants;
- weapons or explosive materials; or
- any other illegal goods, services or transactions.

## 10. TERMINATION OF THE TERMS

10.1. You may terminate the Terms and stop using the Service at any time, following settlement of the withdrawal transactions.

## 11. SERVICES AVAILABILITY

11.1. All Services are provided "AS IS", without guarantees of any kind, either expressed or implied.

11.2. We will strive to keep the Website up and running; however, all online services suffer from occasional disruptions and outages and we are not liable for any disruption or node's inaccessibility or loss you may suffer as a result. Thus, we do not provide any guarantees that access to the Website will not be interrupted or that there will be no delays, failures, errors, omissions, or loss of transmitted information.

11.3. We will use reasonable endeavors to ensure that you can normally access the Website in accordance with these Terms. We may suspend the use of the Website for maintenance and will make reasonable efforts to give you a notice. You acknowledge that this may not be possible in an emergency.

## 12. TAXES

12.1. You shall be responsible for payment of all taxes, fees, and surcharges, however, designated, imposed on, or based upon the use of the Service and staking rewards.

12.2. We do not provide any advice or guidance with respect to your tax obligations. You are strongly encouraged to seek advice from your own tax advisor to discuss the potential tax consequences of entering into these Terms and the receipt of any staking rewards.

12.3. We are not responsible for any violation made by you due to your obligation to calculate and pay taxes and duties if any.

## 13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. These Terms shall be governed by and construed in accordance with the laws of Belize, unless otherwise expressly provided. All disputes and controversies arising out of or in connection with this Website and these Terms shall be submitted to Belize's court of the first instance.

13.2. If any portion of these Terms shall be deemed invalid, void, or for any reason unenforceable, such portion shall be deemed severable and shall not affect the validity and enforceability of any remaining portion.

## 14. LIMITATION OF LIABILITY

14.1. In no event shall we, our officers, directors, employees, agents, and all third party service providers be liable to you or any other person or entity for any direct, indirect, incidental, special, punitive or consequential damages whatsoever, including any that may result from (i) accuracy, completeness or content of this Website, or any our related mediums of communication, (ii) accuracy, completeness or content of any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (iii) the Service found at this Website or any sites linked (through hyperlinks, banner advertising or otherwise) to this Website, (iv) personal injury or property damage of any nature whatsoever, (v) third-party conduct of any nature whatsoever, (vi) any unauthorized access to or use of our servers and/or any and all content, personal information, financial information or other information and data stored therein, (vii) any interruption or cessation of the Service to or from this Website or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (viii) any viruses, worms, bugs, trojan horses or the like, which may be transmitted to or from this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this Website.

## 15. INDEMNITY

15.1. You agree to protect, defend, indemnify and hold Ambrosus harmless and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities, and damages of every

kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by us directly or indirectly arising from (i) your use of and access to this Website or the Service found at this Website; (ii) your violation of any provision of these Terms; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or another proprietary right. The indemnification obligations under this section shall survive any termination or expiration of these Terms or the User's use of this Website or the Service.

## 16. MODIFICATIONS AND AMENDMENTS

16.1. We reserve the right to amend or modify any portion of these Terms at any time by publishing the revised version of the Terms on the Website. The changes will become effective and shall be deemed accepted by you, the first time you use the Service after the publishing of the revised Terms and shall apply on a going-forward basis with respect to any activity initiated after publishing. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate the use of the Service. You agree that Ambrosus shall not be liable to you or any third party as a result of any losses suffered by any modification or amendment of these Terms.

## 17. FORCE MAJEURE

17.1. If we are unable to perform the Service outlined in the Terms due to the factors beyond its control including but not limited to the event of force majeure, change of law, or change in sanctions policy, we will not have any responsibility to you with respect to the Service provided hereunder and for a time period coincident with the event.

## 18. CONTACT US

18.1. If you have any questions relating to the Service, the Website, or any other matter, please, contact us via [tech@ambrosus.io](mailto:tech@ambrosus.io).