

These Terms of Use (“Terms”) govern your access to and use of the Concerro website and services (collectively referred to as the “Services”). The Services are provided by Concerro GMBH (“we,” “us,” or “our”), a company registered in Zug, Switzerland.

**Arbitration Notice:** THESE TERMS CONTAIN AN ARBITRATION CLAUSE BELOW. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND WE AGREE THAT ANY DISPUTES RELATING TO THE SERVICES WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

### 1. Acceptance of Terms

By accessing or using our Services, you agree to be bound by these Terms, our Privacy Policy, and any other policies referenced herein (collectively, the “Agreement”). If you do not agree to these Terms, you may not use the Services.

### 2. Use of the Services

- **Eligibility:** To use the Services, you must be legally capable of entering into this Agreement. By using the Services, you represent and warrant that you meet this requirement.
- **Changes to the Services:** We may update or modify the Services and these Terms at any time, at our sole discretion. Continued use of the Services after any changes signifies your acceptance of the new Terms.

### 3. Services

- **Informational Resource:** Concerro provides information and resources about our on-chain pool infrastructure. All information is intended for informational purposes only and does not constitute financial advice. While we strive to provide accurate information, we do not guarantee the accuracy, completeness, or timeliness of any information provided.
- **Non-Custodial Platform:** We do not have possession, custody, or control over any user funds. You retain full control over your crypto assets through your self-custodial wallet.
- **Third-Party Wallets:** To interact with our pool infrastructure, you must use a self-custodial wallet provided by a third party. We have no control over these wallets and are not responsible for their functionality, security, or terms of use.
- **No Intermediaries:** We are not intermediaries or custodians of transactions on the blockchain. We do not have a fiduciary relationship or obligation to you regarding any decisions or activities you undertake when using our Services.

### 4. Assumption of Risk

- **Risk of Novel Technology:** By using our Services, you acknowledge the risks associated with blockchain technology, including but not limited to, bugs, malfunctions, cyberattacks, and changes to blockchain protocols. You assume all risks related to these technologies and agree that we are not liable for any losses resulting from such risks.
- **Financial Risk:** Capital is at risk when interacting with the pool infrastructure. We do not guarantee any return on investment, and past performance is not indicative of future results.
- **Responsibility for Transactions:** All transactions are processed automatically via smart contracts. We are not liable for any losses resulting from interactions with these smart contracts.

## 5. Limitation of Liability

- **Disclaimer of Warranties:** The Services are provided “as is” and “as available.” We make no warranties or representations regarding the accuracy, reliability, or completeness of the Services. Your use of the Services is at your own risk.
- **Limitation of Liability:** To the maximum extent permitted by law, we are not liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from or related to your use of the Services. This includes, but is not limited to, damages for loss of profits, data, or other intangibles.

## 6. Indemnification

You agree to indemnify, defend, and hold harmless Concero GMBH, its affiliates, and its respective directors, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys’ fees, arising out of or related to your use of the Services or violation of these Terms.

## 7. Governing Law and Arbitration

- **Governing Law:** These Terms are governed by and construed in accordance with the laws of Switzerland, without regard to its conflict of law principles.
- **Arbitration:** Any disputes arising out of or in connection with these Terms shall be resolved through binding arbitration in accordance with the Swiss Arbitration Rules. The seat of arbitration shall be Zurich, Switzerland.

## 8. Miscellaneous

- **Severability:** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

- **Entire Agreement:** These Terms constitute the entire agreement between you and us regarding the use of the Services and supersede any prior agreements.
- **Contact Information:** For any questions regarding these Terms, please contact us at [support@conzero.io](mailto:support@conzero.io).