**Terms and Conditions**

Effective as of December 01, 2023

The following Terms and Conditions (the “Agreement”) is a legal agreement between you (“you”) and Cubera Finance FZCO, a legal entity registered under the laws of the United Arab Emirates (“Company”, “we” or “us”) for use of the website https://cubera.finance (the “Website”). Please read this Agreement carefully as it constitutes a binding force and regulates relations between you and the Company.

**1. Definitions**

**“Blockchain”** means a distributed ledger technology that contains list of blocks (digital records) that are linked via cryptographic hashes.

**“Digital asset”** means a specific asset that exists in digital form and supported by Blockchain network.

**“Digital wallet”** means software, online service or electronic device used for storing of virtual assets.

**“Earn”** means a process when you stake the specific Digital assets to obtain remuneration for such Staking.

**“Fiat currency”** means a payment instrument issued and supported by government of a specific state and used for monetary transactions.

**“Platform”** means online platform created by us where you can place your Digital assets to participate in specific staking pools.

**“Reward”** means a remuneration received in the form of Digital assets for the participation in Staking.

**“Staking”** means digital process where you contribute Digital assets to the Platform and earn rewards by participating in our Staking Services.

**“Staking pool”** means a joint participation of Staking contributors in combined platform of several Staking service providers.

**“Virtual currency**” means a Digital Asset issued by the specific developing company and used and accepted electronically among the members of a specific virtual community.

**“Withdrawal”** means transfer of Digital assets from Staking pool to your Digital wallet specified for Staking purposes.

**1. Acceptance of the Agreement**

By accessing and using the Website, you are confirming that you have read and agree to be bound by these Terms and Conditions, Company’s Privacy Policy, and other notices posted through the Website. By this confirmation you warrant and approve that you have the power and authority to enter into this Agreement. If you do not acknowledge or agree with the above, you may not access or use the Website.

**2. Update of Agreement**

From time to time, we may modify this Agreement. We will notify you by email or by presenting you with a new version of the Agreement for you to accept if we make modifications that materially change your rights. Your continued use of the Website after the effective date of modification of the Agreement will indicate your acceptance of the Agreement as updated.

**3. Services**

Through the Website you may obtain access to the Platform that allows you to contribute your Digital Assets to our Staking Pools and earn Rewards by participating in our Staking Services (the “Services”). The Staking Services are dedicated IT-services set on Blockchain, which means a general operation activity that is provided to you by means of smart contract supported in the specific Blockchain network, subject to the terms and conditions of this Agreement. The Company may perform any or all of Staking Services directly or through one or more service provider(s). You may find the resources provided on our Platform for more information regarding Staking Services.

To receive the Services, you don’t need to register any personal accounts or deposit your Virtual or Fiat currencies to the Company’s balance. We provide dedicated solution in the form of bridge between your Digital Wallet and Staking service providers. Bridges are operated fully decentralized via one of eight blockchain networks available at the Website. Accordingly, the Company doesn’t deposit or operate your Virtual Assets, we provide specifically technical solution related to the Staking services.

**Staking Services**

When you place a specific Digital asset that is eligible for Staking, you consent to such Digital asset being staked in part or in entirety via the Platform in the Staking pool of the end service providers. For clarity, the Staking Services are included within services under this Agreement are not directly provided by the Company. Company provides intermediary technical services that allow to you to stake your Digital assets at the Staking pool that combines different staking service providers. You retain ownership of each Digital asset that is staked, and each staked Digital asset remains your property while staked.

**Selection of Staking Services and Staking Reward Order**

When you decide to contribute a Digital asset from your Digital wallet to the Staking pool, the Platform will remit to you the applicable percentage of staking Rewards received from the supported protocol of Digital asset attributable to your staked Digital asset (the “Staking Rewards”), provided that the relevant percentage and timeframe of such remittances will: (i) be determined by the Company at its sole discretion; (ii) be subject to the Company’s Staking fee; (iii) vary by the supported protocol of the Digital asset; and (iv) be further transferred to your Digital wallet.

Staking Rewards will be calculated and paid with the decimal precision described at **Reward Template** (https://app.cubera.finance ) as may be updated by us from time to time in our sole discretion. All Staking Rewards will be paid to your Digital wallet in the same digital form as it was placed in Staking.

Staking Reward rates will be determined at our sole discretion based on the type of staked Digital asset, market conditions and risk factors. Such rates have no relationship to and may not be competitive with benchmark interest rates provided in the market for bank deposit accounts or other similar services.

You understand and agree that we don't guarantee that you will receive Staking Rewards and that the relevant percentage (i) is an estimate only and not guaranteed, (ii) may change at any time at Company’s sole discretion, and (iii) may be more or less than the actual Staking Rewards Company receives from the supported protocol of the Digital asset. When you elect to participate in Staking, you are instructing the Company to commit the Digital asset to the relevant Blockchain’s unbinding period and you won't be able to access your tokens during the specified period after you elect to unstake. You may choose the specific duration of unbinding period when you place your Digital asset into Staking.

**4. Obtaining of Services**

To use the Website services, you don’t need to create any accounts at the Platform. To obtain the Services, inter alia to place your Digital assets for Staking you need to specify details of your Digital wallet at the Platform. This information will be held and used in accordance with our Privacy Policy, which can be found at **Privacy Policy**(the “Privacy Policy”). You agree that the information provided to the Company will be accurate and complete, and that it will be updated promptly in case of any changes.

Once you connected your Digital wallet to the Platform, you can contribute specific Digital assets supported by the Platform from your Digital Wallet to Staking by selecting the amount and type of Digital assets you suppose to contribute from your Digital wallet. By accepting the terms of this Agreement, you agree to contribute only those Digital assets to the Staking program that comprise available and idle balances that you initially deposited to your Digital wallet connected to the Platform.

Digital Assets that you contribute from your Digital wallet to the Staking will be treated as transferred into Staking pool once they displayed as such on Staking page on the Website; provided, that we reserve the right to: (i) reject or remove any contribution from the Staking; (ii) establish minimum or maximum Staking amounts; or (iii) change Blockchain networks supported at the Platform.

**Withdrawal**

You can order a full or partial withdrawal of your Staked Digital Assets (the “Withdrawal”) at any time. Upon receipt of your order, we'll initiate the Withdrawal process instantly when applicable; however it is provided, that Withdrawal may take up to seven days after you submit your order to Withdraw to process the transaction. Withdrawal limits based on frequency or volume may apply to the ordered amount and will be described on or through the Services. You must order the Withdrawal of the Staked Digital assets before you will obtain these Digital assets to your Digital wallet. Please keep in mind that if your order of Withdrawal of the Staked Digital assets prior the expiration of unbinding period you may lose the specific amount of Staking Reward.

**Non-use of your Virtual Assets**

The Company doesn’t have access to your Digital Assets placed for Staking as well as doesn’t have access to your Virtual Wallet. Thus we don’t use your Digital Assets in any possible way and don’t have any technical access to your Digital Assets placed on Staking.

**Applicable Risks**

The Staking Reward Service contains the specific risks. Before participating in the Staking Rewards Service, it's important to understand its specific and applicable risks. You should carefully review this Agreement. You should examine your objectives, financial resources and risk tolerance to determine whether contributing Digital assets to the Staking Reward Service is appropriate for you. Some, but not all, of the risks and uncertainties associated with the Staking Reward Service are:

(i) Rewards for Staking of Digital assets are not guaranteed, and we reserve the right to adjust Reward rates at our sole discretion.

(ii) We don't offer securities services, are not registered under the securities laws of any jurisdiction and the provision of the Staking Reward Service has not been and won't be registered under the securities laws of any jurisdiction or otherwise approved by securities regulators in any jurisdiction.

(iii) Company isn't a bank, financial or other depository institution. Your Staking contribution is not a deposit account or a bank account. The Staking Reward Service isn't a depository or bank program. Staking of Digital assets are not covered by insurance against losses or subject to applicable regulations or the protections of any comparable organization anywhere in the world.

(iv) Legislative and regulatory changes or actions in jurisdiction of incorporation of the Company may change that subsequently can lead to amendments in Service provision.

When placing your Digital assets into Staking, you confirm, acknowledge, and understand that:

(i) you have read this Agreement in full prior to use the Staking Reward Service;

(ii) you are personally responsible for, and you assume in full, all risks related to the Staking Reward Service, including all risks provided in this Section, as well as additional risks;

(iii) you have determined that such use of Staking Reward Service is appropriate for you.

You hereby acknowledge and agree that we disclaim and have no responsibility for any loss, liability, or damage you may incur, directly or indirectly, in connection with the Staking Reward Service, including any loss, liability or damage arising directly or indirectly from: (i) your use of or inability to use the Staking Reward Service; (ii) any interruptions, errors, or defects of the Staking Reward Service; (iii) any third-party disruptions of or unauthorized access to the Staking Reward Service; or (iv) any suspension or discontinuance of the Staking Reward Service.

**5. Fees**

When you receive the Staking Reward, we shall charge our fees for your use of our Platform (the “Staking fees”). The amount of Staking fees to be charged by us depends on: (i) type of Digital asset placed in Staking, (ii) the supported protocol of the Digital asset used for Staking, (iii) duration of Staking and (iv) discretion of the Company. Staking fees ware described at **Fees Template** (https://app.cubera.finance).

The Company doesn’t provide any subscription or similar services that undertakes payment of regular scheduled fees. We don’t accept payment in Fiat currencies and don’t accept deposits from you. The Staking fees are calculated in the percentage of the Staking Reward and are automatically charged in the same Digital assets as were placed for Staking when you receive Staking Reward on your Digital wallet.

**6. No Insurance of Digital assets**

Cubera Finance is not a banking, financial or other depository institution. When you place your Digital assets via Platform for Staking this is not equivalent to the placing of Virtual or Fiat Currencies into bank account for depositing purposes. We do not deposit your Digital assets on our balance and your Digital assets are not covered by insurance against losses or subject to applicable legislation or protections of any comparable organization in the world.

**7. No Guarantee of Staking Services**

The Platform cannot guarantee constant or error-free operation of the Staking Services or that we'll fix all errors or prevent disruptions or immediately renew stainable operation of the network. We may suspend or terminate the Staking Services at our sole discretion at any time. In the event of any disruptions, suspension, or termination of the Staking Services, any staked Digital assets may stop generating the Staking Rewards and you may not receive any and you may forfeit all Staking Rewards whatsoever. The decision as to whether and to what extent Staking Services are provided is at our sole discretion. You hereby acknowledge and agree that we disclaim and have no responsibility for any loss, liability, or damage you may incur, directly or indirectly, in connection with the Staking Services, including any loss, liability or damage arising directly or indirectly from: (i) your use of or inability to use the Staking Services; (ii) any interruptions, errors, or defects of the Staking Services; (iii) any third-party disruptions of the Staking Services; or (d) any suspension or discontinuance of the Staking Services.

**8. Unlawful conduct**

As a condition of using the Website, you agree not to use the Website for any purpose that is prohibited by this Agreement. You are responsible for all of your activity in connection with the Website and you shall obey all the local and international laws and regulations and any other applicable legislation. You agree that if you take any of the following actions, you will be materially breaching this Agreement, and you agree that you shall not:

(i) use the Services for any commercial purpose, outside the scope of Website purposes explicitly permitted under this Agreement;

(ii) access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any content of the Services, without our express written permission;

(iii) use Digital wallets of any third persons, including but not limited to share use via a network connection, except under the terms of this Agreement;

(iv) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our Website;

(v) deep-link to any part of the Website for any purpose without our express written permission;

(vi) frame, mirror or otherwise incorporate any part of the Website and Services into any other websites or service without our prior written authorization;

(vii) attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by the Company in connection with the Services;

(viii) circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any content.

Any such forbidden use shall immediately terminate your use of Services. In such case your Staking will be cancelled and your staked Digital assets will be return to your Digital wallet without payment of Staking Reward.

**9. Changes to the Website**

From time to time and without prior notice to you, we may change, expand, and improve the Website. We may also, at any time, cease to continue operating part or all of the Website or selectively disable certain features of the Website. Your use of the Website does not entitle you to the continued provision or availability of the Website. Any modification or elimination of the Website or any particular features will be done in our sole and absolute discretion and without an ongoing obligation or liability to you.

**10. Age restrictions**

We provide Services only to persons whose age is above 18 years. You should be aware that this Website is not intended or designed to provide any Services to persons under the age of 18. If your age is below 18 years please leave the Website.

**11. Copyright**

All rights, title, and interest in and to the Website not expressly granted in this Agreement are reserved by the Company. If you wish to use the Company’s title, trade name, trademark, service mark, logo, domain name and/or any other identification with notable brand features or other content owned by the Company, you must obtain written permission from the Company. Permission requests may be sent to support@cubera.finance.

To avoid any doubts, the Company owns all the text, images, photos, audio, video, location data, and all other forms of data or communication that the Company creates and makes available in connection with the Website, including but not limited to visual interfaces, interactive features, graphics, design and all other elements and components of the Website. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Website and the Company’s content are retained by us.

If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access thereto) from this Website by contacting the Company by sending a notification to support@cubera.finance.

**12. Warranty disclaimer**

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. NO INFORMATION OR ADVICE GIVEN BY US SHALL CREATE A WARRANTY. THE WEBSITE AND ALL THE MATERIALS, INFORMATION, FACILITIES, SERVICES AND OTHER CONTENT IN THE WEBSITE ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY, ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS AMD CONTENT PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON OR THROUGH THE WEBSITE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITES LINKED TO THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE COMPANY MAKES NO WARRANTIES THAT YOUR USE OF THE WEBSITE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND THE COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS ON THE WEBSITE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

COMPANY IS NOT A BANK OR OTHER DEPOSITORY INSTITUTION. YOUR DIGITAL ASSETS PLACED ON STAKING ARE NOT DEPOSITED ON OUR ACCOUNT OR A BANK ACCOUNT. THE STAKING REWARDS PROGRAM ISN’T A DEPOSITORY OR BANK PROGRAM. YOUR DIGITAL ASSETS AS DEFINED HEREIN ARE NOT COVERED BY INSURANCE AGAINST LOSSES OR SUBJECT TO APPLICABLE LEGISLATION OR THE PROTECTIONS OF ANY COMPARABLE ORGANIZATION ANYWHERE IN THE WORLD.

**13. Limitation of liability**

YOU FURTHER ACKNOWLEDGE AND AGREE THAT IN NO EVENT THE COMPANY SHALL BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE WEBSITE. THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND COURT COSTS) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH:

* THE USE OF OR INABILITY TO USE THE WEBSITE, OR ANY INFORMATION AND CONTENT CONTAINED THEREIN;
* YOUR PARTICIPATION OR RELIANCE ON ANY INFORMATION AND CONTENT ACCESSED IN CONNECTION WITH THE WEBSITE;
* ANY OTHER MATTER RELATING TO THE WEBSITE AND/OR ANY INFORMATION AND CONTENT, REGARDLESS OF WHETHER ANY OF THE FOREGOING IS DETERMINED TO CONSTITUTE A FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE.

TO THE EXTENT THIS LIMITATION ON LIABILITY IS PROHIBITED, COMPANY'S SOLE OBLIGATION TO YOU FOR DAMAGES SHALL BE LIMITED TO ONE HUNDRED US DOLLARS (USD 100.00).

**14. Enforcement rights**

We are not obligated to monitor access or use of the Website. However, we reserve the right to do so for purposes of operating and maintaining the Website, ensuring your compliance with this Agreement, and complying with applicable legal requirements. We may disclose unlawful conduct to law enforcement authorities, and pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law. We reserve the right (but are not required) to remove or disable any content posted to the Website or access to the Website at any time and without notice, and at our sole discretion if we determine in our sole discretion that your content or use of the Website is objectionable or in violation of this Agreement.

The Company has no liability or responsibility to users of the Website or any other person or entity for performance or nonperformance of the aforementioned activities.

**15. Indemnity**

You agree to indemnify, defend, and hold the Company, its business partners, officers, directors, employees, and agents harmless from any loss, liability, claim, action, suit, demand, damage, or expense (including reasonable legal fees, costs of investigation and court costs) asserted by any third party relating in any way to, or in respect of, your use of the Website. The Company reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations.

**16. Applicable law and dispute resolution**

This Agreement shall be governed by and construed under the laws of the United Arab Emirates. Any dispute arising from this Agreement shall be governed by the applicable laws of the United Arab Emirates without regard to its conflict of law provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in an appropriate court located in Dubai, United Arab Emirates.

**17. Other provisions**

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement shall be admissible in judicial or administrative proceedings.

No waiver of the Company of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

Upon termination, all provisions of this Agreement, which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

All claims between the parties related to this Agreement will be litigated individually, and the parties will not consolidate or seek class treatment for any claim unless previously agreed to in writing by the parties.

**Questions and comments**

If you have any technical comments or questions on any part of the Website or any part of these Terms of Use, require support, or have any claims, please contact us at support@cubera.finance.