

RUBIC EXCHANGE TERMS OF USE

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THESE RUBIC EXCHANGE TERMS OF USE (“TERMS”) GOVERN YOUR RELATIONSHIP WITH ADMINISTRATION OF RUBIC.EXCHANGE WEBSITE (HEREINAFTER REFERRED TO AS “ADMINISTRATION” AND “WEBSITE”) PROVIDED TO YOU BY THE ADMINISTRATION AS AN INFORMATIONAL RESOURCE ABOUT RUBIC EXCHANGE TECHNICAL SOLUTION (“PROTOCOL”). YOU MAY USE THIS WEBSITE ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE.

GENERAL TERMS AND ACCEPTANCE OF THE TERMS OF USE

1. The Administration makes this Website including all information, graphics, documents, text, products and all other elements of the Website available for your use subject to the terms and conditions set forth in this document and any additional documents available at the Website. By accessing and using this Website you agree to be bound by the following Terms and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Website and all such terms shall be deemed accepted by you. If you do NOT agree to all these Terms, you should NOT use this Website. If you do not agree to any additional specific terms or to particular transactions concluded through this Website, then you should NOT use the part of the Website which contains such content or through which such transactions may be concluded, and you should not use such content or conclude such transactions. However, use of the Protocol accessible through the website is subject to terms and conditions specified by the Administration, including the information and license agreements (if applicable) available at GitHub.

2. All interactions related to the Protocol are executed outside of the Administration direct or indirect control. In any case the Administration shall not be liable for any damages arising of interaction between the user and the Protocol.

ENTIRE AGREEMENT

3. These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the use of the Website.

AMENDMENTS

4. These Terms may be amended by the Administration upon notice given by the Administration through the Website. Please check the Terms published on this Website regularly to ensure that you are aware of all terms governing your use of this Website.

DEFINITIONS

5. The following definitions and rules of interpretation apply in these Terms:

«Terms» or «Terms of Use»	The present Terms of Use between You (user) and the Administration
Github	means the github repository which provides details on the Protocol which can be found at https://github.com/Cryptorubic and its subdomains.
Parties»	You (User) and the Administration (We).
«Privacy Policy»	Rules of collection, storage, distribution and protection of personal data that the Administration gets from the Users and that is an essential part of the Terms which text is available at https://rubic.exchange/pdf/privacy-policy.pdf
«Protocol»	means publicly available open-source software programs deployed on the EVM (Ethereum Virtual Machine) blockchains that facilitate the peer-to-peer on-chain or cross-chain swap of EVM-based tokens.
«Website»	A group of interrelated websites owned and operated by the Administration, available in the Internet via address: rubic.exchange , app.rubic.exchange , and rubic.finance , designated as an informational resource about the Protocol.
«User»	An individual capable under personal law or business entity formatted in the appropriate legal form according to local legislation that is eligible to use the Website and has accepted the terms and conditions of the Terms.

ELIGIBLE USERS

6. The following restrictions and conditions apply to the use of the Website (as such term defined below):

- a. You shall not access to the Website if you are under the age of majority to enter into these Terms (at least 18 years of age) and meet all other eligibility criteria and residency requirements and fully able and legally capable to use the Website;
- b. You shall not use the Website to engage in any illegal conduct including but not limited to activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. The User represents and warrants that they will not use the Website to assist any other party in such illegal activity; reverse engineer or otherwise improperly access any of the Website's underlying code or technical mechanisms; cause damage to the Website or the Administration through any means, including (but not limited to) through the use of malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Website.
- c. Notwithstanding the foregoing, the Administration may refuse to provide access to the Website to any person for any reason or no reason whatsoever.

DISCLAIMERS OF WARRANTIES

7. Except as expressly provided to the contrary in writing by us, the access to the Website is provided on an "as is" and "as available" basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the Website, including the information, content and materials contained therein.

LIMITATION OF LIABILITY

8. Except as otherwise required by law, in no event shall the Administration, its directors, members, employees or agents be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits, or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Website or the Administration's materials, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from the Administration, or use of the Protocol, or any hacker attack over the Website or Protocol, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction, or unauthorized access to Administration's records.

9. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to certain users.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE ADMINISTRATION (INCLUDING OUR DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE THE WEBSITE EXCEED THE SUM OF 100 USD.

11. The Administration is not responsible for any damages caused by delay or failure to perform its obligations under the Terms in case if the said delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; hacker attacks, any and all acts that are regarded as Force Majeure in legal practice.

LIMITED RIGHT OF USE

12. Any use of the Website in violation of these Terms is strictly prohibited and can result in the immediate termination of the access to the Website and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE WEBSITE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF THE WEBSITE IS A VIOLATION OF ADMINISTRATION'S POLICY AND MAY BE A VIOLATION OF APPLICABLE LAWS.

13. You agree that you will not, under any circumstances:

- a. Engage in any act that the Administration deems in its reasonable discretion to be in conflict with the spirit or intent of the Website, including but not limited to circumventing or manipulating these Terms or any other policies;
- b. Use the Website intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation or in violation of rights of third parties;
- c. Use exploits, automation software, or any unauthorized third party software designed to modify or interfere with the Website;
- d. Disrupt, overburden, or assist in the disruption or overburdening of any computer or server used to offer or support the Website (each a "Server");
- e. Organize, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks, mining attacks upon the Website, or other attempts to disrupt the Website;
- f. Attempt to gain unauthorized access to the Website, Servers, or networks connected to the Website by any means other than the user interface provided by the Administration, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting

- any other person to circumvent or modify, any security, technology, device, or software that is part of the Website;
- g. Interfere or attempt to interfere with the proper functioning of the Website in any way not expressly permitted by these Terms;
 - h. Use, facilitate, create, or maintain any unauthorized connection to the Website, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Website; or (2) any connection using programs, tools, or software not expressly approved by the Administration;
 - i. Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher, or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Website, or to obtain any information from the Website using any method not expressly permitted by the Administration;
 - j. Copy, modify or distribute rights or content from the Website, or Administration's copyrights or trademarks, or use any method to copy or distribute the content of the Website except as specifically allowed in these Terms;
 - k. Publicly disseminate information about the types and methods of violations of these Terms and Privacy Policy, as well as publicly call for violation of these Terms and Privacy Policy;
 - l. Publicly disseminate information (correspondence in whole or in part) obtained as a result of communication with the technical support team; or
 - m. Use IP proxying or other methods to disguise the region (country) of your current location to circumvent geographical restrictions to gain access to the Website or for any other purposes.

INTELLECTUAL PROPERTY

14. You hereby expressly agree that all rights, title, and interest in and to all intellectual property rights, including, without limitation, patents, copyright, trademark, trade secrets and all other related proprietary rights in this Website are vested in the Administration and/or its licensors and the Administration and/or its licensors are the sole and exclusive owners thereof. All rights on the Website not expressly granted herein are reserved. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Website, or its content except as expressly authorized herein. Except as otherwise provided, the content published on this Website may be reproduced or distributed in unmodified form for personal non-commercial use only. Any other use of the content, including without limitation distribution, reproduction, modification, display, or transmission without the prior written consent of the Administration is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions.

15. The Administration hereby disclaims any rights to trademarks, service marks, trade names, logos, copyright, patents, domain names, or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective owners. Third Party Material are the properties of their respective owners. The Administration disclaims any proprietary interests in the intellectual property rights other than its own.

SWAP INTERFACE SERVICES

16. The Website facilitates an interface for access to the peer-to-peer on-chain or cross-chain swap of EVM-based tokens and/or non-EVM tokens (“Swap Interface Services”). These services enable Users to engage directly with one another or with liquidity pools connected to the Protocol for the purpose of swapping tokens. The availability of tokens, transaction limits and other features of the swap transaction depends on liquidity pools connected to the Protocol.

17. The swap transactions made through Swap Interface Services are made on a peer-to-peer basis. This means that the swap of the tokens occurs directly between Users or User and liquidity pool, without any direct involvement or participation from the Administration. Users must understand the inherent risks involved in peer-to-peer token swap transactions. Each User is solely responsible for conducting their own due diligence and assessments before engaging in swaps. Participation in swaps through Swap Interface Services is entirely at the User’s own risk.

18. We provide no guarantees or representations regarding the reliability, accuracy, or completeness of any information related to the Swap Interface Services. Swap rates and token values can fluctuate widely. The Administration shall not be liable for any losses, damages, or claims arising from or related to the use of the Swap Interface Services. This includes but is not limited to lost profits, token value fluctuations, transaction errors, or any negative consequences associated with peer-to-peer swaps.

19. Users agree to indemnify, defend, and hold harmless our platform, its affiliates, officers, agents, and employees from any claims, losses, damages, or costs, including reasonable attorney fees, arising out of their use of the Swap Interface Services or violation of these Terms.

20. By using the Swap Interface Services, Users acknowledge their understanding of these Terms and accept all risks associated with the peer-to-peer swap of Ethereum-based tokens.

21. We reserve the right to modify, suspend, or discontinue the Swap Interface Services at any time without liability or prior notice to Users.

STAKING SERVICES

22. Our website offers cryptocurrency staking services (“Staking Services”). The specific details of these services, including but not limited to the types of cryptocurrencies available for staking, staking rewards, and terms of participation,

are subject to our Staking Program located at <https://app.rubic.exchange/staking> The Staking Program is subject to change at our sole discretion without prior notice.

23. Users who opt to participate in Staking are responsible for understanding the associated risks. By engaging in our Staking Services, you acknowledge and agree to the following risks:

- a. Lock-in Period: Staked assets are locked until they are unstaked. The duration of this lock-in period can vary depending on the network's rules and conditions;
- b. Risk of Loss: Staked assets may be lost due to events beyond our control, such as validator failure, protocol failure, or other operational risks;
- c. Restrictions on Trading and Transfer: Staked assets must be unstaked before they can be traded or transferred. You acknowledge that you cannot freely trade or transfer staked assets during the lock-in period;
- d. Unstaking Process: The process of unstaking assets can take a variable amount of time, ranging from a few hours to several weeks, depending on network conditions and protocols.

24. While we strive to provide a reliable and effective staking platform, we make no guarantees regarding the availability, continuity, or performance of our Staking Services. Staking rewards are estimates and are subject to variations based on market conditions and other factors beyond our control. Our liability in relation to the Staking Services shall be limited to the fullest extent permitted by law. We are not liable for any loss of staked cryptocurrency, loss of potential earnings, or any indirect, incidental, special, or consequential damages arising out of or in connection with the Staking Services.

25. You agree to indemnify, defend, and hold harmless our platform and its affiliates, officers, agents, employees, and partners from any claim, demand, loss, or damage, including reasonable attorneys' fees, arising out of or related to your use of the Staking Services, violation of these Terms, or violation of any rights of another.

26. By using the Staking Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms, and that you are aware of and willing to assume the risks associated with cryptocurrency staking.

APPLICABLE LAW AND DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

27. These Terms shall be governed, construed, and enforced in accordance with the law of England and Wales.

28. The Parties will tend to solve all disputes, differences, and claims that can arise out of the execution, termination, or cancellation of these Terms by means of negotiations. The Party that has some claims should send a notification to the other Party describing the arisen claims and/or differences. In case of no agreement during negotiations, the Party shall send a claim to the other Party. The party

receiving the claim is obliged to respond in writing to it within 10 (ten) days from the date of receipt.

29.18. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Riga International Commercial Arbitration Court in Riga on the basis of written documents (written procedure). The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English.

INDEMNIFICATION

30. You hereby agree to indemnify and hold harmless the Administration, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty, or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order, or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim, or demand by a governmental agency or entity, arising out of your breach of these Terms, including without limitation infringement by user materials of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity, and/or privacy.

ASSIGNMENT

31. The Administration may assign, transfer, or delegate these Terms or the fulfillment of any of its obligations pursuant to these Terms and/or Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign, transfer or delegate any rights or obligations under the Terms or Privacy Policy without Administration's prior written consent, which may be withheld in its sole discretion, and any unauthorized assignment and delegation by you is void and ineffective.

SEVERABILITY

32. If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of the Terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant, or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants, and restrictions of the Terms without

including any of such that may be hereafter declared invalid, illegal, void, or unenforceable.

PRIVACY POLICY AND PERSONAL INFORMATION

33. The Administration has developed a Privacy Policy that governs the use and protection of User's private information according to the applicable laws and good practices. The full text of the Privacy Policy is made available on the Website and can be accessed at: <https://rubic.exchange/pdf/privacy-policy.pdf>.

34. Despite all the security measures implemented by the Administration, the User acknowledges that there are certain risks of the Administration being attacked by electronic means in order to obtain the private information and that the Administration cannot guarantee full protection.

TERM AND TERMINATION

35. The term of this Terms ("Term") shall begin when you start using this Website and shall continue in perpetuity unless otherwise terminated by the Administration by written notice. The Administration expressly reserves the right to change, suspend, or discontinue all the Website or portion thereof, at any time, and may terminate your use of the Website at any time. Without prejudice to any other rights, these Terms will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of these Terms, you must immediately cease using the Website including without limitation any use of Administration's trademarks, trade names, copyrights and other intellectual property.

36. The Administration reserves the right to stop offering and/or supporting the Website or part of the Website at any time either permanently or temporarily, at which point your license to use the Website, or a part thereof will be automatically terminated or suspended.

37. UPON TERMINATION OF THESE TERMS, YOU WILL NO LONGER BE AUTHORIZED TO USE THE WEBSITE IN ANY WAY.