

Date: 3.03.2022

Date of the last revision: 21.02.2024

## DeltaPrime

# Terms of Use

### Important information

Prior to obtaining access to the Site or DeFi Protocol (as defined below), please read the following information carefully and ensure that you understand each provision. These Terms comprise an agreement between the end-user (“**You**” or “**User**”) and DeltaPrime. By using this Site or DeFi Protocol, you confirm that you have read, understood, and you accept all of the terms and conditions contained in these Terms. These Terms apply to every territory where DeltaPrime is available except the United States.

**IF YOU DO NOT AGREE TO THE TERMS OF USE OF THIS SITE OR YOU ARE UNABLE TO COMPLY WITH THESE TERMS, YOU MUST DISCONTINUE THE USING OF THE SITE NOW. IN THIS CASE DISCONTINUING THE USE TERMINATES THE AGREEMENT BETWEEN YOU AND DELTAPRIME. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE APPLICABLE LAWS OR REGULATIONS.**

### 1. Preliminary provisions

1. These terms of use („**Terms**”) apply to the rights and obligations of the entities using the service available at <https://deltaprime.io/> (“**Site**”), as well as the rights and obligations of the entity authorized to administer the Site. In these Terms “DeltaPrime”, “we” and “us” refers Prime Labs Distributed Ltd., with its registered office in Intershore Chambers, Road Town, Tortola, British Virgin Islands, registered in the Registrar of Corporate Affairs under the company number 2092351 (“**DeltaPrime**”) and we own and administer the Site which acts as a front-end interface layer that allows you to interact with an decentralized finance protocol (“**DeFi Protocol**”).
2. Availability of the Site for Users residing outside the territory of the British Virgin Islands may be limited in whole or in part.
3. You must be able to form a legally binding agreement online either as an individual or on behalf of a legal entity. You represent that, if you are agreeing to these Terms on behalf of a legal entity, you have the legal authority to bind the company or other legal entity to these Terms and you are at least 18 years old or the age of majority where you reside, whichever is older, can form a legally binding agreement online, and have the full, right, power and

authority to enter into and to comply with the obligations under these Terms. By using the Site you declare that you meet the required age criteria. None of the Site or DeFi Protocol are intended for persons under 18 years of age.

4. If a given service offered by DeltaPrime requires separate regulation, or if it results from its specificity (e.g. promotions or trading competition), its terms and conditions may be specified in additional terms, other than these Terms, which together with the List of Fees (referred to in section 5.3) will constitute an integral part of these Terms.

## **1. The roles in the process**

- 1.1. DeltaPrime does not act as the seller or buyer of the digital assets to Users through DeFi Protocol as well as does not offer any kind of the custody of digital assets, meaning that DeltaPrime does not hold in safekeeping digital assets on behalf of the User. Only You have the access to your digital assets deposited in the DeFi Protocol. The interaction between the DeFi Protocol and you is autonomous and automatic, without any engagement of the DeltaPrime side. You acknowledge and agree that DeltaPrime has no control over any transactions, the method of payment of any transactions, or any actual payments of transactions and that DeltaPrime does not provide any services in connection to the transfer of the digital assets (understood as conducting the transaction on behalf of another person, including the User, that moves a digital asset from one virtual asset address or account to another) or to exchange between one or more forms of the digital assets.
- 1.2. Under no circumstances should you nominate DeltaPrime as your agent or broker for settlement purposes and DeltaPrime will not be your designated agent. Users act as buyers or sellers of digital assets and purchase or sell digital assets through DeFi Protocol in their own name. You can also deposit or borrow digital assets using the DeFi Protocol. Description of the DeFi Protocol, as well as all and any of its functionality or limitations has been presented on <https://github.com/DeltaPrimeLabs>. Accessing the DeFi Protocol and using it you agree that you have read and understood the DeFi Protocol description and you accept its features and limitations.

## **2. No advice**

- 2.1. The information provided on the Site does not constitute any sort of advice, and you should not treat any of the site's content as such. DeltaPrime is not directly affiliated with or responsible for any cryptocurrency, token, or other digital asset and cannot be held liable with respect to either the price or features of such assets or your losses of them. Trading in and/or exchanging digital assets may involve risk. DeltaPrime as software provider does not recommend that any asset be bought, sold, or held by you and the content and materials available on the Site should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell investments, securities or any other financial services and is not intended to be relied upon by you in making any specific investment or other decisions.  
**Do conduct your own due diligence and consult your financial advisor before making**

**any investment decisions.** You understand that blockchain technologies and other associated and related technologies are new, untested and outside of our control and may depend on the adverse changes in market forces or the technology. You understand the risks associated with blockchain systems; and warrant that you have an understanding of the usage and specifics of blockchain-based software systems.

**2.2.** From time to time, reference may be made to data we have gathered. These references may be selective or, may be partial. As markets change continuously, previously published information and data may not be current and should not be relied upon.

### **3. Our liability**

**3.1.** Both Site and DeFi Protocol are continuously developed during the prototyping stage, thus access to the Site and DeFi Protocol is provided on an “as is” and “as available” basis only and we do not guarantee an error-free process. Every effort is made to keep the Site and DeFi Protocol up and running smoothly. However, DeltaPrime takes no responsibility for, and will not be liable for, the Site or DeFi Protocol becoming temporarily unavailable, especially due to technical issues beyond our control, nor will we accept any responsibility for money or tokens being lost because of transactions working improperly or a systems failure. The possibility of performing transactions may be temporarily unavailable in case of liquidity issues for which we take no responsibility. The amounts of expected returns or profits (APYs, APRs, ROIs, etc.) shown on the Site may temporary differ from the returns or profits actually received, especially due to technical issues beyond our control resulting in the amounts being outdated or incorrect, for which DeltaPrime is not responsible and not liable. Additionally, we accept no responsibility for and cannot guarantee the reliability of either the payment services provider or digital assets wallet provider that a user chooses in order to use DeFi Protocol.

**3.2.** DeltaPrime shall not be liable in any way to you or to any other person for the truthfulness, completeness, reliability and accuracy of account information or any other information or data it receives from third parties, including you and your payment service providers or digital assets wallet providers. We shall not be required to make any investigation into and shall be entitled in good faith without incurring any liability to assume (without requesting evidence thereof) the validity, authenticity and veracity of any documents, information, declarations or notices received with respect to the Site or DeFi Protocol. In this respect, we fully rely on the data providers involved and are not obliged to independently verify the information we receive. To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to the Site and the use of the Site.

**3.3.** DeltaPrime shall not be liable in any way to you or any other person with respect to any claim arising in relation to these Terms, save in the case of grossly negligent actions or omissions. DeltaPrime will under no circumstances be liable to you for indirect punitive or consequential loss of any kind whatsoever (including but not limited to loss of profits, business, goodwill or

opportunity), whether or not foreseeable, even if advised of the possibility of such loss or damage and regardless of the form of action.

**3.4. SITE AND DEFI PROTOCOL ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH SITE AND DEFI PROTOCOL OR THE USE OR OTHER DEALINGS IN SITE AND DEFI PROTOCOL.**

#### **4. You rights and obligations**

**4.1.** By accessing Site or DeFi Protocol, you confirm and oblige the following:

**4.1.1.** you are as a person over 18 years old eligible to enter into the agreement and use the Site or DeFi Protocol in accordance with these Terms;

**4.1.2.** these Terms are valid, binding on you, and enforceable against you;

**4.1.3.** if you are agreeing to these Terms on behalf of a legal entity, you have the legal authority to bind the company or other legal entity to these Terms;

**4.1.4.** you will comply with all terms and conditions of these Terms;

**4.1.5.** your jurisdiction allows you to use DeFi Protocol and you are neither a citizen nor a resident of (including tax residency), nor are you currently located in any of the states or territories or any entity formed under the laws of country which prohibits interacting with DeFi Protocol,

**4.1.6.** you are neither on any of the U.S. Treasury Department's Office of Foreign Asset Control's sanctions lists, the U.S. Commerce Department's Consolidated Screening List; the EU consolidated list of persons, groups or entities subject to EU financial sanctions, nor do you act on behalf of a person sanctioned thereunder or a U.S.-, EU- or UN-sanctioned state, nor are you or do you act on behalf of a person sanctioned by any other international body or organization;

**4.1.7.** you will ensure that all information that you provide on the Site (if any) is correct, current, complete, and accurate;

**4.1.8.** you are aware of the fact that the Internet is public and the use of Site and DeFi Protocol provided by electronic means may involve the risk of obtaining and modifying Users' data by unauthorized persons, therefore Users should use appropriate technical means to minimize these risks, especially you will maintain the security and confidentiality of

access to your digital asset wallet address; In particular, the use of antivirus programs by Users is justified,

**4.1.9.** that any smart contracts you interact with are entirely your own responsibility and liability, and that DeltaPrime is not party to the DeFi Protocol or any other smart contract solution; we have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any digital assets that you may transfer to or from a third party, and that we are not responsible for ensuring that an entity with whom you transact actually completes the transaction or is authorized to do so. If you experience a problem with any digital assets purchased from or sold to a third party through the DeFi Protocol, you bear the entire risk;

**4.1.10.** at any time, your access to your digital assets may be suspended or terminated or there may be a delay in your access or use of your cryptocurrency assets which may result in the digital assets diminishing in value or you being unable to complete a smart contract;

**4.1.11.** if you are a borrower of digital assets and if your collateral declines such that your collateral is no longer sufficient to secure your borrowed digital assets, other users may seize your collateral to close out your borrowed cryptocurrency asset balance;

**4.1.12.** Site and/or application may be suspended or terminated for any or no reason, which may limit your access to your digital assets.

**4.2.** You are prohibited from interacting with the Site or DeFi Protocol in cases where your jurisdiction disallows our exclusions of liability or applies mandatory laws overriding the Terms or any of its provisions. You are responsible for compliance with all of the applicable laws, regulations applicable to you.

## **5. Prohibited Use**

**5.1.** By using the Site or DeFi Protocol, you confirm that you will not use the Site or DeFi Protocol to do any of the following:

5.1.1. violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended;

5.1.2. use the Site or DeFi Protocol for any purpose that is unlawful;

5.1.3. export, reexport, or transfer, directly or indirectly, any DeltaPrime technology in violation of applicable export laws or regulations;

5.1.4. infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Site or DeFi Protocol;

- 5.1.5. misrepresent the truthfulness, sourcing or reliability of any content on the Site;
  - 5.1.6. use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or the DeFi Protocol, or that could damage, disable, overburden, or impair the functioning of the Site or the DeFi Protocol in any manner;
  - 5.1.7. attempt to circumvent any content filtering techniques or security measures that DeltaPrime employs on the Site, or attempt to access any service or area of the Site that you are not authorized to access;
  - 5.1.8. use, design or assist in designing any robot, spider, crawler, scraper, cheats, exploits, hacks, modes or other automated means or interface not provided by us, to access the Site to extract data;
  - 5.1.9. introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site;
  - 5.1.10. post content or communications on the Site that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
  - 5.1.11. post content on the Site containing unsolicited promotions, commercial messages or any chain messages or user content designed to deceive or trick the user of the Site; or
  - 5.1.12. encourage or induce any third party to engage in any of the activities prohibited under these Terms.
- 5.2.** The specific types of use listed above are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Site or DeFi Protocol involves a above mentioned prohibited use, or have questions about how these requirements apply to you, please contact us at [contact@deltaprime.io](mailto:contact@deltaprime.io).
- 5.3.** DeltaPrime introduced the following types of fees that can be collected from the Users:
- 5.3.1. swap/minting/redeeming fees – the fees collected in case of the transaction made on the Site;
  - 5.3.2. interest fees – the fees collected as part of the interest paid by the borrowers;
  - 5.3.3. liquidation fees – the fees collected in case of the liquidation understood as automatic repayment in order to protect Your deposit funds of being lost, incurred in Your account in case the minimum collateral ratio is not reached.

The above listed kinds of fees account for specific % of the transaction, interest or liquidation value. The detailed amounts of the fees are presented in our List of Fees available [here](#) (“**List of Fees**”).

## **6. Intellectual Property Rights**

**6.1.** The “DeltaPrime” name, the DeltaPrime logo, and the web domains and URLs, as well as the material published on them are property of Prime Labs Distributed Ltd. Using our Site or DeFi Protocol does not give you ownership of any proprietary intellectual property rights in our Site or DeFi Protocol or the content you access. You may not use proprietary content from our Site or DeFi Protocol unless you obtain permission from its owner or are otherwise permitted by law. These Terms do not grant you the right to use any branding or logos used in our Site or DeFi Protocol. You may not remove, obscure, or alter any legal notices displayed in or along with our Services.

## **7. Security**

**7.1.** We use industry-standard encryption methods to ensure the security of your data in accordance with applicable laws and regulations, but we cannot guarantee the full security of any data transmitted to payment services providers or DeltaPrime. We take reasonable precautions to ensure that your data is not lost, misused, accessed, disclosed, altered or destroyed.

**7.2. You are solely responsible for safekeeping your wallet and private information, including your private key, and you recognise and agree to use DeFi Protocol at your own risk.**

**7.3.** DeltaPrime will never ask you to provide your payment account password. You should ensure that your computer is free from and shall not introduce into the Site or DeFi Protocol any malicious software. Prior to using our application, you are required to install up-to-date, industry-standard and comprehensive anti-virus software to seek to prevent the introduction of any malicious software into Site or DeFi Protocol.

## **8. Cookies and logs**

**8.1.** The Site does not automatically collect any information, except for information contained in cookies. When using the Site, our servers automatically record information sent by a browser when you view the Site. The server logs may contain such information as network request, IP address, browser type, browser language, date and time of the request and one or more cookies.

**8.2.** Cookies (so-called “cookies”) are IT data, in particular text files, which are stored in the User’s terminal equipment and are designed to use the Site’s functionality. Cookies usually contain the name of the Site from which they come, the time they are stored on your terminal equipment and a unique number.

- 8.3. Cookies are used by us for this purpose:
- 8.3.1. adjusting the content of the Site's functionality to the User's preferences and optimizing the use of Site; in particular, these files allow to recognize the User's device and to display the Site properly, adjusted to your individual needs,
  - 8.3.2. create statistics that help to understand how Users use the sub-pages of this Site, which allows them to improve their structure and content,
  - 8.3.3. maintaining the User's session (e.g. after logging in, if required), thanks to which the User does not have to log in again on each subpage of the Site.
- 8.4. The Site may use two basic types of cookies: "session" cookies (session cookies) and "persistent" (persistent cookies). "Session" cookies are temporary files, which are stored in the User's terminal device until logging out (if this function is available), leaving the Site or turning off the software (web browser). "Persistent" cookies are stored in the User's terminal equipment for the time specified in the parameters of cookies or until they are deleted by the User.
- 8.5. The following types of cookies are used in the Site:
- 8.5.1. "necessary" cookies, enabling the use of services available within the Site, e.g. authentication of cookie files used for services requiring authentication within the Site,
  - 8.5.2. Cookies used to ensure security, e.g. used for detecting authentication abuse within the Site,
  - 8.5.3. "performance" cookies, enabling the collection of information on how to use the Site's functionality,
  - 8.5.4. "functional" cookies, enabling "remembering" the settings selected by the User and personalizing the User's interface, e.g. in terms of the selected language or region from which the User comes from, font size, appearance of the Site, etc,
  - 8.5.5. "advertising" cookies, which allows to provide Users with advertising content more suited to their interests.
- 8.6. In many cases the software used to browse the web pages (web browser) by default allows storing cookies in the User's device. Users can change the settings for cookies at any time. These settings can be changed in particular in such a way as to block the automatic handling of cookies in the settings of your web browser or inform about their placement in your device each time. Detailed information about the possibilities and ways of handling cookies are available in the software settings (Internet browser).
- 8.7. DeltaPrime informs you that restrictions on the use of cookies may affect some functionalities available on the Site.



## 9. Updates

- 9.1. The current Terms are available at <https://deltaprime.io/documents/terms.pdf>.
- 9.2. The Terms as well as the List of Fees may be regularly reviewed and updated as required. Each document comprising the Terms will include information on when it was last reviewed. You are advised to check these Terms periodically to familiarize yourself with any changes to the Terms. Please observe what version of the Terms to you before you visit the Site or enter into any transaction using DeFi Protocol.
- 9.3. The DeltaPrime, in its sole discretion, reserves the right to make changes to the Terms and the List of Fees or to issue new Terms or the List of Fees in the course of the agreement with the User, in particular due to changes in the applicable law or due to changes in the functionality of the Site or DeFi Protocol in order to provide its Users with more convenient terms of using both the Site and DeFi Protocol or in case of occurrence of other important reasons, including reasons of technological nature of the Site or DeFi Protocol functioning. Changes in the amount of fees presented in the List of Fees will be additionally communicated to the Users in a form of announcements on the Site. **Changes are binding on users of the Site and will take effect immediately upon posting. As a User, you agree to be bound by any changes, variations, or modifications to our terms of service and your continued use of the Site shall constitute acceptance of any such changes, variations, or modifications.**
- 9.4. Unless a representation, which may be subject to change without notice from time to time, is expressed to be given at a specific date, each representation is deemed to be repeated by you each time you access the Site. When a representation is repeated, it is applied to the circumstances existing at the time of repetition. You accept that DeltaPrime does not hold an obligation to verify your status with respect to your representations or obligations under the Terms.
- 9.5. These Terms are governed by British Virgin Islands law.

## 10. Jurisdiction and Governing Law

- 10.1. Any dispute between the Users and DeltaPrime shall be submitted to the exclusive jurisdiction of the competent courts of the British Virgin Islands, with the exclusion of any other jurisdiction or arbitration. This Disclaimer shall be governed by and construed and interpreted in accordance with the substantive laws of the British Virgin Islands, excluding the British Virgin Islands conflict of law rules. The United Nations Convention for the International Sales of Goods ("Vienna Sales Convention") is excluded.

## 11. Contacting Us

- 11.1. Should you have any question about these Terms, or wish to contact us for any reason whatsoever, please do so by sending us an email at [contact@deltaprime.io](mailto:contact@deltaprime.io).

