

## LIQUIDUS Terms and Conditions of Products and Services

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Updated 25 May 2022

**You must read and understand these terms, by purchasing any Products and Services from LIQUIDUS you agree to adhere to these Terms and Conditions of Products and Services and the LIQUIDUS policies.**

<b>RISK WARNINGS:</b>	
<b>Capital Risk</b>	<b>Capital at risk. Please seek independent professional advice before purchasing any Products and Services.</b>
<b>Volatility Risk</b>	<b>Cryptocurrency carries inherent unpredictable market volatility risks which means that values may fluctuate unexpectedly and erratically.</b>
<b>Commitment</b>	<b>You must understand what Products and Services you are purchasing before making any commitment to purchase or be involved with any LIQUIDUS Products and Services.</b>

# CONTENTS

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## CLAUSE

- 1. The Terms ..... 1
- 2. Information on how to contact LIQUIDUS ..... 1
- 3. Agreement ..... 1
- 4. Products ..... 2
- 5. Purchase ..... 2
- 6. LIQUIDUS right to make changes ..... 2
- 7. Price and payment (if applicable) ..... 3
- 8. Limitation of liability ..... 3
- 9. How LIQUIDUS may use your information ..... 3
- 10. General ..... 4

## LIQUIDUS Terms and Conditions of Products

### 1. The Terms

- 1.1. **Coverage.** These are the Terms and Conditions of Products and Services (including Schedule 1 – farming and staking) on which LIQUIDUS may supply Products and Services to you, which may include: goods, Services, digital content, digital products, digital Services, protocols, information, tokens, crypto, code, platforms (including farming, staking and pools) or any other (“Products and Services”).
- 1.2. **Must read and understand.** Please read these terms carefully before you submit an order or purchase any products. These terms tell you who LIQUIDUS are, how LIQUIDUS will provide products to you, what to do if there is a problem and other important information and should be read in conjunction with our Privacy policy, Cookies policy and website Terms and Conditions which can be found on the LIQUIDUS website. You should also seek independent advice from professionals before any involvement with any Products and Services provided by LIQUIDUS.
- 1.3. **Overview and risk warning.** Cryptocurrency carries inherent risks which may make it susceptible to value and valuation fluctuations and financial risks. You must understand what Products and Services you are purchasing before making any commitment to purchase or be involved with any LIQUIDUS Products and Services.
- 1.4. **Capital at risk.** The value of investments, Products and Services can fall as well as rise and are not guaranteed. Investors may not get back the amount (or any amount) they originally purchased the investments, Products and Services for. Past performance is not an indicator and does not guarantee current or future results.
- 1.5. **Change of location.** LIQUIDUS reserves the right to change the location or jurisdiction of the company, processing, processes, outsourcing, issuances, ICOs, to third-parties or otherwise.

### 2. Information on how to contact LIQUIDUS

- 2.1. **Contact LIQUIDUS.** You can contact LIQUIDUS at the general LIQUIDUS email address: [info@liquidus.finance](mailto:info@liquidus.finance) Please ensure that you provide detail and are specific regarding your query.
- 2.2. **"Writing" includes emails.** When LIQUIDUS use the words "writing" or "written" in these terms and conditions, this includes emails.

### 3. Agreement

- 3.1. **Order acceptance.** LIQUIDUS’s acceptance of your order will take place when you place an order to purchase our Products and Services, subject to these Terms and Conditions and specifically clause 3.2 below.

- 3.2. Inability to accept request.** LIQUIDUS may not be able to accept your request for Products or Services and reserves the exclusive right not to accept or fulfil any request for Products or Services and is under no obligation to provide a rationale to justify any inability or refusal to accept a request or fulfil a request for Products or Services.
- 3.3. Right to access LIQUIDUS website.** The LIQUIDUS website and any exchange or third party that promotes or supplies LIQUIDUS Products and Services is only to be accessed by users in geographical regions and jurisdictions that do not ban such access for any reason.
- 3.4. Right to purchase LIQUIDUS Products and Services.** The LIQUIDUS website and any exchange or third party that promotes or supplies our Products and Services is only to be used to purchase Products and Services that are not banned, illegal or otherwise. And no user, consumer or customer should purchase any products and Services under any circumstances where the Products and Services (in whatever form) are banned, illegal or otherwise in the geographical region or jurisdiction in which they are accessing the website and any exchange or third party.

#### **4. Products**

- 4.1. Product Variation.** LIQUIDUS have made every effort to display the Products and Services accurately, however, Products and Services, specifications, values, and quantities may vary from time-to-time as the LIQUIDUS team believe is required to contribute to the integrity, stability, and growth of LIQUIDUS.

#### **5. Purchase**

Once a Product is bought either from LIQUIDUS directly, through a supplier or exchange (of which supplier and/or exchange terms may apply accordingly), there is no right to make changes, modify the order, refund, or return. You agree that by purchasing any Product from LIQUIDUS or otherwise, you have fully read and accepted these terms and conditions and read, understood, and agreed to all available LIQUIDUS policies. If you do not understand any part of these terms and conditions or any of the LIQUIDUS policies, you must not make a purchase by any means or method of any LIQUIDUS Products.

#### **6. LIQUIDUS right to make changes**

**Changes.** LIQUIDUS reserves the full right to make commercially reasonable changes to the strategy, policies, profile, platform, app(s), lite paper, whitepaper, development, Products, Services, content, website, sales or offering geographies or otherwise. In all circumstances this will be at the discretion of the LIQUIDUS team in the pursuit of adhering to legal and regulatory changes, sustainability, commerciality, longevity and growth opportunities and prospects of LIQUIDUS. Furthermore, LIQUIDUS reserve the right to make minor commercially and operationally reasonable technical adjustments and improvements, for example to address a security threat.

- 6.1. LIQUIDUS are not responsible for delays.** If our supply of Products or Services is delayed by an event outside our control, then LIQUIDUS will make a public announcement on our website. LIQUIDUS will bear no responsibility or liability because of anything that causes delay that is outside our control or not reasonably within our control.
- 6.2. Inaccurate information.** LIQUIDUS may need certain information from you so that LIQUIDUS can supply the Products and Services to you. If LIQUIDUS require any information, LIQUIDUS will contact you by the email address you may have provided and request the information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, LIQUIDUS not be able to provide Products and Services or may cease to do so without any consequence or liability.
- 6.3. LIQUIDUS may suspend the supply of Products and Services.** LIQUIDUS may have to suspend the supply of a product to you without any consequence or liability to LIQUIDUS if LIQUIDUS needs to or decides to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update, discontinue or amend the Products and Services to reflect changes (or potential changes) in relevant laws and regulatory requirements;
  - (c) make changes to the Products and Services as notified by us to you.

## **7. Price and payment (if applicable)**

- 7.1. Where to find the price for the Products and Services.** The price of the Products and Services will be the price indicated when purchasing (or otherwise stipulated by LIQUIDUS) the Products and Services either directly through the LIQUIDUS website or on an exchange or through a third party or other interface.

## **8. Limitation of liability**

- 8.1.** To the extent permitted by law and in accordance with our policies:
- (a) LIQUIDUS shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
  - (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the purchase price/amount of the Products and Services.

## **9. How LIQUIDUS may use your information**

- 9.1. How LIQUIDUS will use your information.** LIQUIDUS will only use your information in accordance with our Privacy policy.

## 10. General

**Limitations of Liability.** Although LIQUIDUS has attempted to provide accurate information, LIQUIDUS assume no responsibility for the accuracy or reliability of any information or data on the website, platform or any linked or associated third-party site.

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YOU AGREE TO INDEMNIFY LIQUIDUS FOR ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY LIQUIDUS, INCLUDING WITHOUT LIMITATION LEGAL FEES, ARISING FROM ANY BREACH BY YOU OF ANY WARRANTY OR OTHER TERM HEREIN OR YOUR MISUSE OF ANY MATERIAL OR INFORMATION OBTAINED THROUGH THE SITE. YOU FURTHER UNDERTAKE TO INDEMNIFY LIQUIDUS FOR ALL LOSS OR DAMAGE INCURRED BY LIQUIDUS IN RELATION TO ANY THIRD-PARTY CLAIM AGAINST LIQUIDUS FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING IN RELATION TO YOUR PROVISION OF MATERIALS TO THE SITE.

LIQUIDUS DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS OR USAGE FROM USE OF THE SITE, PRODUCTS AND SERVICES OR ANY RELATED PRODUCTS AND SERVICES OR CONTENT.

- 10.2 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.3. Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## Schedule 1 – Farming and Staking

**Before using the farming and staking function on the LIQUIDUS platform, please ensure that you fully understand how the process works. If you select to lock your LIQUIDUS tokens for Staking Rewards, you will not be able to unlock, access, redeem, trade or otherwise until the entire Vesting Period expires.**

### 1. Overview

Users who hold LIQUIDUS tokens (“LIQ”) may deposit their LIQ tokens into the LIQUIDUS farm. The deposit periods (“Vesting Periods”) are fixed at 1 calendar month, 3 calendar months and 12 calendar months from the date which a user deposits their LIQ tokens into the farm.

### 2. Vesting Periods

- 2.1. Vesting Periods are periods where the LIQUIDUS tokens are completely locked, and a user cannot withdraw their LIQUIDUS tokens until the Vesting Period has expired. It is the user’s responsibility to ensure that they understand and agree to their LIQUIDUS tokens being locked for the defined period prior to Vesting (locking) their LIQUIDUS tokens into the farm.
- 2.2. Once a user agrees to lock their LIQUIDUS tokens into a specific (or multiple) Vesting Periods, they will not be able to release their LIQUIDUS tokens until that period has expired.
- 2.3. There is no exception to the Vesting Periods, once the user agrees to lock their LIQUIDUS token(s) into a Vesting Period it cannot be revoked, reduced, or modified.

### 3. Rewards

- 3.1. In return for depositing LIQUIDUS tokens into the farm a user will be entitled to receive rewards (“Staking Rewards”) on their locked LIQUIDUS tokens. These will vary depending on the Vesting Period(s) chosen and all users must ensure they understand the Staking Rewards prior to locking their LIQUIDUS tokens into a Vesting Period.
- 3.2. Staking Rewards are fixed at the amount displayed during the Vesting Period signing up and depositing processes and cannot be modified, increased, or reduced under any circumstances.
- 3.3. Users may receive their Staking Rewards once the LIQUIDUS tokens in the farm have generated Rewards, this can be withdrawn by the user (“Harvesting”) at anytime and for any or all the Reward amounts. For the avoidance of doubt, it is important that the user understand that they may only Harvest the Reward amount and not the original LIQUIDUS tokens that are locked away in a Vesting Period.

### 4. Harvesting



- 4.1. Harvesting the Staking Rewards will not impact the Vesting Period, but it will reduce the Staking Reward counter by the amount Harvested by the user. By way of example, if the user has earned Staking Rewards of three LIQUIDUS tokens and decides to Harvest one of the LIQUIDUS tokens, the remaining Reward counter will be reduced to two LIQUIDUS tokens.

## **5. Increasing Vested LIQUIDUS tokens**

- 5.1. Increasing the amount of Vested LIQUIDUS tokens will increase the Vesting Period. Each time a user adds LIQUIDUS tokens to the farm (specifically their Vesting Period), the Vesting Period will reset, and the Vesting Period starts from the beginning. By way of example, if a user deposit's 100 LIQUIDUS tokens in the farm for a 3-calendar month Vesting Period and decides to stake more LIQUIDUS tokens during the 3-calendar month Vesting Period, the Vesting Period of 3 calendar months will reset and the LIQUIDUS tokens will be locked for a further 3 calendar months from the date the user stakes the additional LIQUIDUS tokens.

Working example:

1. A user stakes 100 LIQUIDUS tokens for a 3-calendar month Vesting Period on 1<sup>st</sup> April 2022. On 1<sup>st</sup> April 2022, the LIQUIDUS tokens will be locked until 01<sup>st</sup> July 2022 (3 calendar month Vesting Period) at which point it will expire and the LIQUIDUS tokens are unlocked.
2. During this Vesting Period, the user generates LIQUIDUS token rewards (Staking Rewards) and on 13<sup>th</sup> May 2022 (week 6) of the Vesting Period, the user decides to stake 1 additional LIQUIDUS tokens in the 3-calendar month Vesting Period which began on 1<sup>st</sup> April 2022.
3. On 13<sup>th</sup> May 2022 the user stakes the additional 1 LIQUIDUS tokens in the 3-calendar month Vesting Period. At this point, the 3-calendar month Vesting Period automatically begins again and the new Vesting Period for the 101 LIQUIDUS tokens will expire and the LIQUIDUS tokens will be unlocked on the new expiry date of 13<sup>th</sup> August 2022.

## **6. Use of Liquidus Products and Services**

- 6.1. All use of Liquidus Products and Services including the Liquidus App, features on the site, the farms, staking, the information, and data gathered is for information purposes.
- 6.2. All users must conduct their own due diligence and do their own research and further research and must not rely on Liquidus Products and Services.
- 6.3. Liquidus aims to provide accurate information but cannot guarantee that all information is accurate and therefore it must not be relied upon. You must seek independent advice.
- 6.4. The Liquidus app relies on algorithms that are set and cannot be interfered, changed, or modified by human or other form of intervention.