

Cadabra Finance platform Terms of Use

Last updated: December 12, 2023.

Our greetings and welcome to Cadabra platform, <https://cadabra.finance>, a website-hosted user interface managed and operated by Nominex Limited (the “Interface”).

Nominex Limited (also referred to as the “Cadabra”, “Cadabra Finance”, “Cadabra.Finance”, “We”, “Our”) – a company, incorporated under the International Business Companies Act of 1994 of the Republic of Seychelles with a company number of 218505 with a registered address at Suite 1, Second Floor, Sound & Vision House, Francis Rachel Str., Victoria, Mahe, Seychelles, which provides you access to Cadabra platform.

These Terms of Use and any terms and conditions incorporated herein by reference (collectively, the “Terms”) govern your access to and use of the Interface. You must read the Terms carefully.

To make these Terms easier to read:

- Cadabra Finance is referred to as “Cadabra”, “we”, “us” or “our”.
- “You”, “your” and “user(s)” refers to anybody who accesses or uses, in any way, the Interface. If you are accessing or using the Interface on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms and, in that case, “you”, “your” or “user(s)” will refer to that entity.

By accessing, browsing or otherwise using the Interface, or by acknowledging agreement to the Terms on the Interface, you agree that you have read, understood and accepted all of the Terms.

We reserve the right to modify or revise these terms at any time, in our sole discretion. The updated terms will be available on the interface and the "Last Updated" date will be updated accordingly. Please periodically check for changes. Your continued use of the interface after the updates are made constitutes your acceptance of the new terms. If you do not agree to the revised terms, you should stop accessing or using the interface.

1. The Interface

The main purpose of the Interface is to provide you with access to the operations in the DeFi (“decentralized finance” is an umbrella term for financial services on public blockchains) space. We only provide the interface and software but have no control over your blockchain interactions and do not endorse any specific actions. All the transactions occur on a blockchain which is a distributed ledger with growing lists of records (blocks) that are securely linked together via cryptographic hashes (“Blockchain Networks”) that we do not own, control, or operate. We are not responsible for the services provided by third parties, the execution of the transactions, or any other actions of such third parties. We reserve the right to make changes to the Interface, including adding, modifying, or discontinuing products or features.

We only provide you with access to the relevant interface and software and neither have control over your interactions with the blockchain nor encourage you to perform any. Any interaction performed by you via the Interface remains your sole responsibility.

Completion of transactions that you instruct for through the Interface depends on the availability and operation of the Blockchain Networks. Errors or forks in the Blockchain Networks may cause transactions that you initiate through the Interface to fail. This may mean that the transaction you were originally intending to perform will no longer be available. Unfortunately, due to the decentralized nature of the Blockchain Networks, there is no one single point of failure, and so neither we nor any particular party will be responsible to you for errors or any losses that you suffer as a result.

Third-Party Services. To operate the Interface and facilitate your access to its products and/or features, we may engage third-party providers and/or third-party API, which Cadabra has no direct or indirect control over (“Third-Party Services”). The Third-Party Services are governed by their respective terms and conditions. Such terms and conditions may include separate fees and charges, as well as disclaimers and/or risk warnings on the accuracy of the information or the services of such a provider. These terms may also include a privacy policy that differs from the privacy policy that is incorporated by reference herein. It is your sole responsibility to read carefully and make sure that you understand those Third-Party Services terms and conditions, including how those service providers may use your information according to their respective privacy policies. You agree and understand that the functionalities accessible via the Interface are not provided directly by us and are the only responsibility of the third-party providers, including respective active third-party providers. Although we facilitate your access to these Third-Party Services, we by no means are responsible for them and take no part in any actions, transactions, or other activities conducted by such providers. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third-Party Service at any time without notice.

You hereby acknowledge that the functionalities accessible via the Third-Party Services are the sole responsibility of such Third-Party Services providers. You hereby expressly release Cadabra from any liability arising from use of any Third-Party Services, third-party website, service, or content and any resulting harm, loss, or damage.

Changes. We reserve the right in our sole and absolute discretion to make changes to how we operate the products and/or features accessible through the Interface, including adding new products, features, functionalities, modifying existing ones, altering any other aspect of the Interface, or temporarily or permanently suspending, discontinuing, or terminating your access to any or all portions of the Interface’s functionality, provided that such modifications or discontinuations will not affect your access to your assets (if applicable), unless there are exceptional circumstances where doing so would (a) pose information security risks or intellectual property issues for Cadabra or other users; or (b) create other unwarranted risks, including violations of law.

Additional terms. Certain products accessible through the Interface, including related applications, may be subject to additional terms. Such additional terms are an integral part to these Terms of Use. However, in the event of a conflict, the provisions of any such special terms or other agreement shall prevail.

2. Eligibility

Our Interface is NOT offered to persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the United States of America or any Prohibited Localities, namely Restricted Persons, as defined below. We do not make exceptions. If you are a Restricted Person, then do not attempt to access or use the Interface. Use of a virtual private network (e.g., a VPN) or other means by Restricted Persons to access or use the Interface is prohibited.

If you use the Interface you state that you (a) are at least 18; (b) don't break any laws of your jurisdiction by using the Interface; (c) are not located, established or registered in any of the jurisdictions enlisted below titled "Prohibited Localities".

General. You may not use the Interface if you are otherwise barred from using the Interface under applicable law.

Legality. You are solely responsible for adhering to all laws and regulations applicable to you and your use or access to the Interface. Your use of the Interface is prohibited by and otherwise violate or facilitate the violation of any applicable laws or regulations, or contribute to or facilitate any illegal activity.

By using or accessing the Interface, you represent to us that you are not subject to the Sanction Lists and you are not a Restricted Person, as defined below. "Sanction Lists" means any sanctions designations listed on economic/trade embargo lists and/or specially designated persons/blocked persons lists published by the international organizations, as well as any state and governmental authorities of any jurisdiction, including, but not limited to the lists of United Nations, European Union and its Member States, United States and United Kingdom sanctions lists.

We make no representations or warranties that the information, products, or services provided through our Interface, are appropriate for access or use in other jurisdictions. You are not permitted to access or use our Interface in any jurisdiction or country if it would be contrary to the law or regulation of that jurisdiction or if it would subject us to the laws of, or any registration requirement with, such jurisdiction. We reserve the right to limit the availability of our Interface to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

Prohibited Localities. Cadabra does not interact with digital wallets located in, established in, or a resident of Myanmar (Burma), Côte D'Ivoire (Ivory Coast), Cuba, Crimea and Sevastopol, the so-called Donetsk People's Republic, Democratic Republic of Congo, Iran, Iraq, Libya, the so-called Luhansk People's Republic, Mali, Nicaragua, Democratic People's Republic of Korea (North Korea), Somalia, Sudan, Syria, Yemen, Zimbabwe or any other state, country or region that is included in the Sanction Lists.

You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition.

Restricted Persons. Cadabra Interface does not interact with digital wallets, which have been previously classified or otherwise identified by international organizations or any state and governmental authorities of any jurisdiction, as belonging or affiliated with the persons specially

designated or otherwise included in the Sanction Lists (“Restricted Persons”). For the purposes of these Terms, Restricted Persons shall also include all persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the Prohibited Localities.

Non-Circumvention. You agree not to access the Interface using any technology for the purposes of circumventing these Terms.

3. Compliance

You expressly agree that you assume all risks in connection with your access to and use of the Interface. Additionally, you expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your access to and use of the Interface.

Your Compliance Obligations. The Interface may not be available or appropriate for use in all jurisdictions. By accessing or using the Interface, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You further agree that we have no obligation to inform you of any potential liabilities or violations of law or regulation that may arise in connection with your access and use of the Interface and that we are not liable in any respect for any failure by you to comply with any applicable laws or regulations.

4. Assumption of Risk

By accessing and using the Interface, you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as so-called stablecoins, and other digital tokens such as those following the Ethereum Token Standard (ERC-20).

In particular, you understand that the markets for these digital assets are nascent and highly volatile due to risk factors including (but not limited to) adoption, speculation, technology, security, and regulation. You understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent projects, and acknowledge and accept the risk that you may mistakenly trade those or other tokens.

So-called stablecoins may not be as stable as they purport to be, may not be fully or adequately collateralized, and may be subject to panics and runs. Further, you understand that smart contract transactions automatically execute and settle, and that blockchain-based transactions are irreversible when confirmed. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase dramatically at any time.

You understand that despite the fact that the platform's smart contracts have undergone an audit, this does not guarantee complete security. We reserve the right to change the smart contracts in order to improve the platform, as well as reserve the right to conduct repeat audits at our discretion. The information about the conducted audit should be used under the responsibility of the user and does not impose additional liability for risks on the Cadabra platform.

You understand, realize and accept that the external protocol may contain vulnerabilities and be hacked, so when placing virtual currency through the Cadabra interface, you confirm that you

are familiar with which 3rd party tools and protocols your virtual currency will be placed in, and you fully take on all the risks associated with the used 3rd party virtual currency, tools and protocols.

The Cadabra platform reserves the right to change the set of 3rd party tools and protocols. The Cadabra platform reserves the right, but not the obligation, to timely notify the user through informational messages on the Interface about upcoming changes in the set of 3rd party tools and protocols, and provides the user with the opportunity to independently decide whether to continue using the Cadabra platform's opportunities.

Cadabra provides a safety risk score "as is", this information is not a recommendation and does not carry any obligations or liability of the platform. The security assessment is informational and serves only to visualize internal analysis, while the use of this information remains at the user's discretion. You hereby acknowledge and agree that safety scores are provided on an "as-is" basis, without any warranties or guarantees, and that you assume all the associated risks.

Finally, you understand that we do not create, own, or operate cross-chain bridges and we do not make any representation or warranty about the safety or soundness of any cross-chain bridge, including its use for Cadabra.

In summary, you acknowledge that we are not responsible for any of these variables or risks, and cannot be held liable for any resulting losses that you experience while accessing or using the Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Interface to interact with the Interface.

5. No warranties

We reserve the right to disable access to the Interface at any time in the event of any breach of the Terms, including without limitation, if we, in our sole discretion, believe that you, at any time, fail to satisfy the eligibility requirements set forth in the Terms. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Interface being inaccessible to you at any time or for any reason.

We do not guarantee maximum profit, but we provide mechanisms to increase profit among a limited set of tools. We are not obligated to integrate all available tools, the final choice of 3rd party platforms remains at the discretion of the Cadabra team.

All actions performed off-chain are aimed at reducing the costs of maintaining and ensuring profit-enhancing mechanisms, while we do not guarantee maximum profit and are not liable for potential damage or lost profits. We reserve the right to change off-chain computations at any time to ensure increased profits.

The services are provided on an "as is" and "as available" basis without any warranties or guarantees, and it is your sole responsibility to operate them.

To the fullest extent permitted by law, Company disclaims any representations and warranties of any kind, whether express, implied, or statutory.

You acknowledge and agree that your use of the services is at your own risk.

We do not provide any warranty or guarantee that the Interface will be continuously available, secure, or free from errors or harmful elements, or that the information provided on

the Interface will be accurate, complete, or up-to-date. Any advice, information, or statements provided by us should not be considered a warranty, and we do not endorse or take responsibility for any third-party advertisements, offers, or statements regarding the Interface. Access to and use of the Interface is at your own risk.

6. Your Use of the Interface

We do not control your interactions and stop an interaction or attempt to reverse an interaction after it occurred. There are some strict rules: do not in any way harm the Interface or other users. And also: you're ultimately responsible for any interactions as relevant to the Interface. Please review, obtain, or otherwise seek additional information or support before interactions with virtual currency at the Protocol.

By using or accessing the Interface, you represent and warrant that you understand that there are inherent risks associated with virtual currency, and the underlying technologies including, without limitation, cryptography and blockchain, and you agree that Cadabra is not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Interface facilitates your interaction with decentralized networks and technology and, as such, we have no control over any blockchain or virtual currencies and cannot and do not ensure that any of your interactions will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions.

Without limiting the foregoing, you specifically understand and hereby represent your acknowledgement of the following:

- The pricing information data provided through the Interface does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Interface;
- The Interface does not own or control any of the underlying software through which blockchain networks are formed, and therefore is not responsible for them and their operation;
- You are solely responsible for reporting and paying any taxes applicable to your use of the Interface;
- Although it is intended to provide accurate and timely information on the Interface, the Interface or relevant tools may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Interface or relevant tools are your sole responsibility.

In order to allow other users to have a full and positive experience of using the Interface you agree that you will not use the Interface in a manner that:

- Breaches the Terms;
- Infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law;
- Seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks;

- Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user, including such information about the digital wallet;
- Decompiles, reverse engineers, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Interface;
- Seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;
- Violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as spoofing and wash trading;
- Disguises or interferes in any way with the IP address of the computer you are using to access or use the Interface or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Interface;
- Transmits, exchanges, or is otherwise supported by the direct or indirect proceeds of criminal or fraudulent activity;
- Contributes to or facilitates any of the foregoing activities.

All information provided in connection with your access and use of the Interface is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Interface or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, news feeds, tutorials, tweets and videos. Before you make any financial, legal, or other decisions involving the Interface, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

The Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set forth expressly in the Terms.

7. Disclaimers

You understand and agree that decentralized and autonomous protocol and environment, and associated decentralized networks, are not controlled by Cadabra. We do not have access to your private key and cannot initiate an interaction with or otherwise access your virtual currency on your wallet. We are not responsible for any activities that you engage in when using your wallet, or the Interface.

The information displayed through the Interface including “APRs” and information about prices, liquidity, staking or other are provided by third parties and/or calculated for informational purposes and we do not provide any warranties for such information. Your use of any third-party scripts, indicators, ideas and other content is at your sole risk.

We provide no representations or warranty as to the Interface.

You expressly understand and agree that your use of the Interface is at your sole risk. We make and expressly disclaim all representations and warranties, express, implied or statutory, and with respect to the Interface and the code proprietary or open-source, we specifically do not represent and warrant and expressly disclaim any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, security, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent. We do not represent or warrant that the Interface, code and any related information are accurate, complete, reliable, current or error-free. The Interface provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that no advice, information, or statement that we make should be treated as creating any warranty concerning the Interface. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Interface.

We are not responsible for transferring, safeguarding, or maintaining your private keys. You acknowledge that Cadabra is not responsible for transferring, safeguarding, or maintaining your private keys or any virtual currency associated therewith. If you lose, mishandle or have stolen associated virtual currency private keys, you acknowledge that you may not be able to recover associated virtual currency and that Cadabra is not responsible for such loss. You acknowledge that Cadabra is not responsible for any loss, damage or liability arising from your failure to comply with the terms hereunder.

Blockchain protocols are code subject to flaws and we do not provide any warranties on the security of such protocols.

By accessing and using the Interface, you represent that you understand (a) the Interface facilitates access to the Protocol, the use of which has many inherent risks, and (b) the cryptographic and blockchain-based systems have inherent risks to which you are exposed when using the Interface. You further indicate that you have a working knowledge of the usage and intricacies of blockchain-based digital assets, including, without limitation, ERC-20 token standard available on the Ethereum blockchain and all other available layer 2 solutions for Ethereum or other blockchains. You further understand that the markets for these blockchain-based digital assets are highly volatile due to factors that include, but are not limited to, adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with blockchain-based systems, such as Ethereum, are variable and may increase or decrease, respectively, drastically at any time. You hereby acknowledge and agree that we are not responsible for any of these variables or risks associated with the Interface and cannot be held liable for any resulting losses that you experience while accessing or using the Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Interface to interact with the Interface.

Third-party resources and promotions.

The Interface may contain references or links to third-party resources, including, but not limited to, information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Interface. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that the Terms do not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

8. Intellectual Proprietary Rights

Our content is ours.

We own all intellectual property and other rights in the Interface and its contents, including, but not limited to, software, text, images, trademarks, service marks, copyrights, patents, and designs. Unless expressly authorized by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the Interface or any of its contents. Accessing or using the Interface does not constitute a grant to you of any proprietary intellectual property or other rights in the Interface or its contents.

You will retain ownership of all intellectual property and other rights in any information and materials you submit through the Interface. However, by uploading such information or materials, you grant us a worldwide, royalty-free, irrevocable license to use, copy, distribute, publish and send this data in any manner in accordance with applicable laws and regulations.

You may choose to submit comments, bug reports, ideas or other feedback about the Interface, including, without limitation, about how to improve the Interface (collectively, "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis or otherwise). If necessary under applicable law, then you hereby grant us a perpetual, irrevocable, nonexclusive, transferable, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

If (i) you satisfy all of the eligibility requirements set forth in the Terms, and (ii) your access to and use of the Interface complies with the Terms, you hereby are granted a single, personal, limited license to access and use the Interface. This license is non-exclusive, non-transferable, and freely revocable by us at any time without notice or cause in our sole discretion.

9. Indemnification

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs and expenses arising from (a) your access to and use of the Interface; (b) your violation of these Terms, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of the Interface with your assistance or using any device or account that you own or control.

10. Limitation of Liability

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any indirect, punitive, incidental, special,

consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access to or use of the Interface, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access to or use of the Interface, or from any access to or use of any information obtained by any unauthorized access to or use of the Interface. We assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from any access to or use of the Interface; (c) unauthorized access to or use of any secure server or database in our control, or the use of any information or data stored therein; (d) interruption or cessation of function related to the Interface; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Interface; (f) errors or omissions in, or loss or damage incurred as a result of, the use of any content made available through the Interface; and (g) the defamatory, offensive, or illegal conduct of any third party. Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the greater of (i) the amount you paid to us in exchange for access to and use of the Interface, or (ii) \$100.00. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in the Terms may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

11. Last but not Least

Changes to these Terms. We may amend any portion of these Terms at any time by posting the revised version of these Terms with an updated revision date. The changes will become effective and shall be deemed accepted by you, the first time you use or access the Interface after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to your use of the Interface including any transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Interface.

Decentralized Autonomous Organizations (DAOs). We may interact with and/or provide access to the Interface products and/or features to DAOs operating on the basis of Cadabra. To the extent that the DAO votes in favor of any decisions concerning the Interface and/or access and use of any Interface products and/or features, the DAO has acknowledged, agreed and accepted these Terms, including any terms and conditions incorporated herein by reference.

Survival. Upon termination of these Terms for any reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

Severability. In the event that any provision of these Terms is deemed invalid or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected and unimpaired. Any invalid or unenforceable portions can be reasonably interpreted to fulfill the intent and purpose of the original provision. If such interpretation is not possible, the invalid or unenforceable portion will be severed from these Terms, while the remaining provisions of the Terms will remain in full force and effect.

Captions and Summaries. The captions identifying the various sections and subsections of these Terms are for reference only and do not define, modify, expand, or limit any of the provisions of these Terms and shall not affect the interpretation of these Terms.