

# TERMS OF USE

These Terms of Use ("Terms") embody our legal commitments and establish a binding agreement between CoinLock Protector LLC (registration number: 3277 LLC 2023), headquartered at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, Saint Vincent and the Grenadines (referred to as "we", "us", "our", or the "Company"), and you, the user of our Platform and Services.

Take the time to read through these Terms thoroughly to ensure comprehension. By connecting your Wallet to the Platform or by interacting with the Platform in any way, including without limitation initiating or executing any interaction with the Smart Contracts, signing any message, depositing or withdrawing assets, creating, modifying or closing positions, approving token allowances, or performing any other on-chain or in-interface action, you acknowledge and agree to be legally bound by these Terms. If you disagree with any aspect of the Terms, it is important that you refrain from accessing the Platform or using our Services. Additionally, we urge you to review our Privacy Policy, which is an integral part of these Terms. The Privacy Policy outlines how we handle your personal data.

Periodically, we may revise and update these Terms, with the most recent version being posted on the Platform. You may receive a notice or an invitation to review the revised Terms; however, your continued access to the Platform or any continued interaction with the Smart Contracts constitutes your acceptance of the updated Terms. We advise all users to routinely review the Terms on the Platform. You have the option to print and save a copy of these Terms for your records.

If you believe there is an error in these Terms or if you have any questions, please don't hesitate to contact us for discussion at [support@cybro.io](mailto:support@cybro.io). In the event that we need to communicate with you, we will do so in writing via the email address provided by you. Therefore, it's crucial to confirm that you have provided a valid email address that is used personally by you. Please note that the terms "writing" or "written" in these terms encompass communication via email.

## Definitions

**"AML/CFT"** means Anti-Money laundering and combating the Financing of Terrorism

**"Applicable Law"** means any acts, statutes, regulations, ordinance, treaties, guidelines, policies issued by any governmental organizations, or regulatory bodies, including but not limited to the Saint Vincent and the Grenadines Laws.

**"CYBRO Token"** means a cryptographic digital token and a software-created and released by the Company. CYBRO Token grants access to Services and features offered by the Platform.

**"Content"** means all contents of the Platform, including any logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text and other written and multimedia materials, and requirement, product, services, advertising material, software, code as well as any data, files, archives, folders or downloads available on the Platform.

**"Know Your Customer or KYC"** means the process of collecting and verifying User's information and documentation as required according to AML/CFT rules and Applicable Law.

**"Platform"** means a computer program with relevant user interfaces available on the website <https://cybro.io/>, and any related software made available for access to use the Services.

**"Prohibited Jurisdictions"** means Democratic People's Republic of Korea, Iran, Myanmar, United States, Syria, Central African Republic, Democratic Republic of Congo, Eritrea,

Guinea-Bissau, Iraq, Lebanon, Libya, Mali, Somalia, South Sudan, Sudan, Yemen or other country or territory included in the OFAC or any other UN, EU or other applicable sanctions list.

**“Services”** means services available on the Platform as described in these Terms

**“User”** means a person who signed up with an Account on the Platform.

**“Wallet”** means a service that can be used for the purpose of keeping, storing, and transferring Cryptocurrency and other tokens.

**“Cryptocurrency”** means a digital representation of value that can be digitally traded, or transferred, and can be used for payment or investment purposes. Virtual assets do not include digital representations of fiat currencies, securities, and other corresponding financial assets.

## User Eligibility and Representations

To access the Platform and utilize the Services, it is necessary to connect a compatible Wallet. The Platform is non-custodial and does not create or maintain user accounts, store personal information, or control any private keys. All information displayed within the interface represents publicly accessible on-chain data associated with the connected Wallet.

By connecting a Wallet and interacting with the Platform, you represent and warrant the following:

1. You have full legal capacity and are at least 18 years old.
2. You are not a citizen, resident, or individual otherwise subject to the jurisdiction of any Prohibited Jurisdictions, and you do not act on behalf of any person or entity from such jurisdictions.
3. Your use of the Platform and the Services complies with all Applicable Laws.
4. You understand and agree that the Platform is non-custodial and that all transactions are executed directly on the blockchain. You are solely responsible for securing your Wallet, private keys, seed phrases, and access credentials.
5. You acknowledge the inherent risk of potential loss of Cryptocurrency or other digital assets resulting from interacting with Smart Contracts, decentralized finance protocols, automated strategies, and market volatility. The Company bears no responsibility for such risks, and your use of the Platform is entirely at your discretion and risk.
6. You are solely responsible for all taxes that may become applicable to your blockchain transactions, including any gains, losses, disposals, or transfers of digital assets.
7. You confirm that you are not included in any sanctions list, politically exposed persons (PEP) list, or watchlist maintained by the United States, the European Union, or any other relevant authority.
8. You acknowledge that blockchain-based technologies, Smart Contracts, decentralized finance protocols, automated strategies, and liquidity provisioning tools are experimental and may be subject to significant risks, including technical failures, exploits, hacks, malfunctions, or unexpected behavior.

9. You agree not to engage in any unlawful, fraudulent, or abusive activities through the Platform, including money laundering, terrorist financing, or actions in violation of trade sanctions.
10. You have reviewed and fully understood these Terms and agree to be bound by them.

Because the Platform does not create accounts or store user credentials, the Company cannot be held liable for unauthorized access to any Wallet or for any actions performed through a compromised Wallet. You remain solely responsible for monitoring and securing your blockchain accounts.

## Identification and Verification

We reserve the right, at our sole discretion, to request certain information or documentation from you if required to comply with Applicable Laws, including but not limited to Anti-Money Laundering and Combating the Financing of Terrorism (AML/CFT) obligations. Although the Platform is non-custodial and does not create user accounts or store personal data by default, certain Services or activities may require the collection and verification of identification information to ensure legal and regulatory compliance.

We may, in particular, require verification procedures in the following cases:

1. when you participate in token-related events offered by the Company, including the purchase, distribution, or allocation of CYBRO Tokens or other digital assets;
2. when you engage in Services that are legally or operationally restricted to verified users under Applicable Law;
3. when we have reasonable grounds to suspect that your activity may be associated with prohibited jurisdictions, sanctioned individuals, or illicit financial behavior.

In order to fulfill these obligations, we may request that you submit information or documentation, including personal identification documents, proofs of origin of funds, or any other materials necessary for completing Know Your Customer (KYC) procedures in accordance with AML/CFT regulations. Failure to provide required information may result in restrictions on your ability to access or use specific Services.

We reserve the right to deny or restrict access to certain Services if we suspect that you may be associated with a sanctions list, prohibited jurisdiction, or any activity that may violate AML/CFT regulations or Applicable Law. We further reserve the right to cooperate with competent authorities and comply with any valid legal order, request, or inquiry.

For the purposes of fulfilling these obligations, we may delegate KYC or verification procedures to independent third-party service providers. Such third parties may require you to agree to their terms and conditions and privacy policies before using their services.

Nothing in this section shall be interpreted as requiring the Platform to collect or maintain personal information in situations where such information is not required by law or by the

nature of the specific Service. The Platform remains non-custodial, and the Company does not obtain control over your assets or Wallet at any point during verification procedures.

## CYBRO Platform

The Platform provides access to certain decentralized functionalities that operate exclusively through Smart Contracts deployed on supported blockchain networks. These functionalities include, without limitation, tools for managing liquidity provider (LP) positions and a set of automated strategies or vaults that execute predefined logic. All such functionalities are performed solely by Smart Contracts, and the Company does not control, operate, or intervene in their execution.

The Platform is non-custodial. At no point does the Company take possession, custody, or control of any User funds. All transactions initiated through the Platform are executed directly on the blockchain by the relevant Smart Contracts, and Users remain solely responsible for the security of their Wallets, private keys, and blockchain interactions.

All Smart Contracts made available through the Platform undergo at least one independent technical audit and are subject to a bug bounty program. However, audits and bug bounty programs do not constitute a warranty or guarantee of security, reliability, or performance. The Company does not assume any liability for losses arising from Smart Contract vulnerabilities, technical failures, exploits, unintended behavior, or any other form of malfunction.

Users acknowledge and agree that the use of LP position management tools, automated strategies, vaults, or any other Smart Contract-based functionality involves substantial risks, including the risk of total loss of funds. These risks may arise from market volatility, price movements, impermanent loss, execution errors, blockchain network congestion, third-party protocol failures, or other external factors beyond the Company's control.

Any information, descriptions, metrics, analytics, performance indicators, simulations, or other materials displayed on the Platform are provided for general informational purposes only. Nothing on the Platform constitutes financial, investment, trading, or any other form of professional advice. The functionalities provided through the Platform are intended for experienced Users who understand the technical and financial risks associated with blockchain-based systems, decentralized finance protocols, and Smart Contract interactions.

Users expressly acknowledge that they are solely responsible for evaluating all risks before engaging with any Smart Contract and that all decisions to interact with LP positions, automated strategies, or vaults are made entirely at their own discretion and risk. The Company shall not be liable for any losses or damages arising from such decisions or from any risks inherent in decentralized technologies.

The Company cannot modify, reverse, cancel, block, or otherwise interfere with any transaction executed through the Smart Contracts. All on-chain actions initiated by you are final, irreversible, and outside the Company's ability to alter or remediate, regardless of

whether such actions were intentional, accidental, or the result of unauthorized access to your Wallet.

## CYBRO Tokens

CYBRO Tokens play a pivotal role within the Platform and Services. Classified as utility tokens, CYBRO Tokens are designed solely for use within the Platform. It's important to note that CYBRO Tokens do not grant any rights, explicit or implied, beyond the right to utilize them as a means of participation in Services, in accordance with their intended purpose.

These tokens, along with any associated benefits, are not intended to function as digital currency, securities, commodities, or any other financial instruments. They do not confer corporate rights or stakes, nor do they entitle holders to future revenue shares, intellectual property rights, or any other form of participation in or relating to the Company as a legal entity. Holders of CYBRO Tokens do not have entitlements to dividends, revenue rights, or voting rights in the corporate governance of the Company.

However, CYBRO Tokens may enable participation in decentralized governance mechanisms of the Platform, including the ability to vote on proposals, configurations, feature development priorities, or other matters relating to the operation and evolution of the Platform, as determined by the Company and as made available through the Platform. Their rights are limited to those associated with the Platform and Services, as outlined in these Terms.

It's acknowledged and agreed that the Platform is in its early developmental stages and may undergo significant changes over time. Users must understand and accept that upgrades to CYBRO Tokens may be necessary. Choosing not to participate in such upgrades may result in the inability to use CYBRO Tokens, with non-upgraded tokens losing their functionality entirely.

Users also acknowledge and agree to the following risks associated with accessing, purchasing, selling, using, or holding CYBRO Tokens:

1. Legal impediments in certain jurisdictions may restrict or eliminate the Company's ability to provide CYBRO Tokens.
2. Regulatory actions that could impact the use, transfer, exchange, and value of CYBRO Tokens.
3. Risks of theft, hacking, or other malicious attacks.
4. Security vulnerabilities within the Platform, code, or associated software and infrastructure.
5. Risks of a total loss of value or purchase price of CYBRO Tokens.
6. Risks of blockchain malfunction, internet transmission, and other unanticipated risks.
7. Risks of transactions being irreversible.

Users understand that the price and liquidity of blockchain assets, including utility tokens like CYBRO Tokens, can be highly volatile and subject to significant fluctuations. Additionally, CYBRO Tokens are not legal tender and are not backed by any government.

By accepting these Terms and purchasing CYBRO Tokens, users expressly acknowledge, accept, and assume all risks outlined herein. All risk of loss transfers to the user upon purchase of CYBRO Tokens. Users are solely responsible for evaluating the risks associated

with CYBRO Tokens and agree that the Company will not be liable for any damages resulting from such risks.

The acquisition and utilization of CYBRO Tokens are governed by the following terms

During timeframes designated on the Platform, CYBRO Tokens may be acquired solely for the purpose of accessing Platform features and Services, with a full awareness of associated risks. It's understood that CYBRO Tokens are not acquired for investment, speculative, or financial purposes.

CYBRO Tokens can be purchased directly from the Company through the Platform. To facilitate such purchases, users must possess a compatible Wallet associated with the supported blockchain network, sign it, and provide the relevant address. The Company reserves the right to offer additional guidance on specific Wallet requirements. Users explicitly waive the right to seek reimbursement for any lost or misplaced CYBRO Token payments or receipts due to non-compliance with such guidelines. The Company shall not be held responsible for any delays, losses, costs, non-deliveries, or other issues arising from failure to provide or inaccurately providing a Wallet address.

Payment for CYBRO Tokens will be accepted in native coins (ETH, BNB, or MATIC) or USDT, with the exchange rate determined solely by the Company. The Company lacks insight or control over blockchain payments or transactions and cannot reverse any transactions, thus absolving itself of liability for any resulting claims or damages. CYBRO Tokens purchased through the Platform will be distributed and delivered as described on the Platform. However, the Company reserves the right to extend delivery deadlines by up to 72 hours to address unforeseen technical difficulties or security issues.

The purchase price for CYBRO Tokens excludes all applicable taxes. Users are solely responsible for determining and fulfilling any tax obligations associated with their purchase, including sales, use, value-added, or similar taxes. The Company will not withhold, collect, report, or remit any such taxes, and users agree not to hold the Company liable for any tax liabilities arising from CYBRO Token transactions.

CYBRO Token purchases are final, with no refunds or cancellations except as required by applicable law or regulation. Users waive any statutory or contractual right to withdraw from or rescind purchases. The Company reserves the right to refuse or cancel CYBRO Token purchase requests at its discretion.

If purchasing CYBRO Tokens on behalf of a legal entity, users represent and warrant that the entity is duly organized and authorized to act on its behalf. Users also represent and warrant that they possess sufficient understanding of utility tokens, have obtained adequate information about CYBRO Tokens, comply with Applicable Law, and waive the right to participate in class action lawsuits against entities involved in CYBRO Token distribution.

CYBRO Tokens grant access to tiered Services, subject to the terms outlined for each specific Service. The Company may offer special programs providing rewards, such as free CYBRO Tokens, as incentives for user contributions to the Platform ecosystem and participation in Services.

## Intellectual Property Rights

Content provided on the Platform serves as general information for personal use only and should not be relied upon as financial or investment advice. Prior to taking any action based on such Content, it is essential to seek professional or specialist advice.



We and our partners retain exclusive ownership of all rights, title, and interest in the Platform, related software, and the Content, including associated intellectual property rights. This encompasses source and object code, trademarks, logos, graphics, photographs, videos, animations, copyrightable gameplay, and texts. Specifically, any elements containing "CoinLock Protector" or "CYBRO" are our exclusive property. These Terms do not imply the transfer of intellectual property rights unless explicitly stated. Unauthorized use of any Intellectual Property is prohibited without our express, prior, written consent.

You are granted a non-exclusive, non-transferable, non-assignable, revocable license to access and utilize the Platform and related software strictly in accordance with these Terms. Use of any Content is only permitted as expressly allowed under these Terms or with our explicit permission. Reverse engineering, decompiling, disassembling, or modifying the Platform in any manner is strictly prohibited.

You agree not to copy, rent, lease, sublicense, loan, translate, merge, adapt, vary, alter, modify, or combine the Platform or related software with other programs, and to adhere to the rules outlined in these Terms.

## Service Availability

The Company cannot guarantee that the Platform will always be available, uninterrupted, timely, secure, or free from bugs, viruses, errors, or omissions. There may be occasions when the Platform is inaccessible due to maintenance or technical issues. Additionally, we reserve the right to change, suspend, or discontinue certain Services without prior notice.

While we make reasonable efforts to provide access to the Platform and Services, we are not liable for any non-performance of our obligations under these Terms if prevented by events beyond our reasonable control.

We will endeavor to ensure the Platform and related software are free from viruses and malicious software, but we recommend using appropriate anti-virus software as a precaution.

## External Links and Third-Party Services

On certain pages, you may encounter links to third-party websites and advertisements. These links are provided by third parties and not by us. While we do not endorse any third-party website, we do supply links to our trusted third-party services for users to purchase CYBRO Tokens or proceed with KYC.

Subject to Applicable Law, we are not responsible or liable for anything that occurs to you or your data when you visit these third-party websites or use third-party services.

If you visit any third-party website, please be aware that it may have its own terms of use, license agreement, and privacy policy that you should review.

## Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify, defend, and hold harmless the Company and its partners from any and all actual or threatened claims, lawsuits, demands, actions, investigations, liabilities, judgments, damages, penalties,

interests, fees, losses, expenses (including attorneys' fees and expenses), and costs arising from or related to:

1. Your purchase, acquisition, or use of CYBRO Token or the Platform.
2. Your performance or non-performance of responsibilities or obligations under these Terms.
3. Your breach or violation of these Terms.
4. Any inaccuracies in representations or warranties made by you.
5. Your violation of the rights (including intellectual property rights) of any other person or entity.
6. Any negligent, unlawful, or willfully misconduct acts or omissions by you.

This indemnity is in addition to, and not in lieu of, any other remedies available under applicable law. If the Company or its partners are required to respond to a third-party subpoena or other compulsory legal order, you will also reimburse reasonable attorney fees and costs incurred in responding to such orders.

You agree to promptly notify the Company of any third-party claims, actions, or proceedings involving the Company resulting from these Terms. The Company may participate in such proceedings with counsel of its choosing.

## Disclaimer

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING BY US:

THE PLATFORM, CYBRO TOKENS, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND. WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS RELATING TO THE TOKENS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE DO NOT REPRESENT OR WARRANT THAT THE PLATFORM, CYBRO TOKENS, AND THE SERVICES ARE RELIABLE, CURRENT, ERROR-FREE, DEFECT-FREE, MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. ADDITIONALLY, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE PLATFORM, CYBRO TOKENS, AND THE SERVICES, OR THE DELIVERY MECHANISM FOR CYBRO TOKENS, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY, THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING



NEGLIGENCE), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE CYBRO TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR CYBRO TOKENS.

We are also not responsible for the following types of loss or damage that may arise:

1. Unauthorized persons who have gained access to your Wallet or have executed transactions using it.
2. Loss or liability incurred by you as a result of accidentally making a purchase.
3. Users are advised to exercise due diligence when communicating or responding to any social media platform accounts in the name of CYBRO. We urge users to take precautions when divulging information and to verify the validity of the source. If in any doubt, contact [support@cybro.io](mailto:support@cybro.io). We make every effort to inform our users via our social media platforms of any persons/companies or potential scams that may be impersonating us.

## Miscellaneous

Force Majeure. We will not be in breach of these Terms or liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any event, circumstance, or cause beyond our reasonable control. The Parties agree that due to the specific nature of the blockchain field, the circumstances of force majeure shall include, but shall not be limited to, hacker attacks, market disturbances, change of laws or regulations, adverse regulatory or enforcement action of public authorities, technical failures, and the like.

Governing Law, Jurisdiction and Disputes Resolution. These Terms, your access to the Platform, use of the Services, and other related activities will be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines. Any dispute, claim, or controversy arising out of or relating to these Terms or the existence, breach, termination, enforcement, interpretation, or validity thereof, or your access to the Platform and use of the Services, whether before or after the date you agreed to the Terms, will be settled by the courts of Saint Vincent and the Grenadines. This will preclude you from bringing any class, collective, or representative action against us, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against us by someone else. Prior to filing any claims in accordance with this clause, you undertake to send such a claim or request directly to the Company via email. You agree that you will not file any claims in accordance with this clause earlier than 30 (thirty) days after sending such a claim or request to the Company in accordance with this clause. Any claim filed with the court contrary to the rules set out in this clause shall be rejected immediately by the tribunal as premature.

Consumer rights. By using Services, purchasing CYBRO Tokens, and participating in the Services, you waive any consumer protection rights and distance selling rights you may have under any Applicable Law, and agree that the Company shall not be liable for any damages, losses, or other liabilities arising from this. You, as a user of Services, purchaser of CYBRO Token, and participant of the Services, warrant to the Company that you are not acting as a consumer, and the provisions of any applicable consumer protection rules or any consumer protection rights, including distance selling rules, shall be excluded to the fullest extent permitted by any applicable law.

Assignment. The Company may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from the Company.

No waiver. The Company's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

No partnership or agency. Our agreement does not create any form of partnership, joint venture, or similar relationship between the Parties. Except as otherwise provided herein, these Terms are intended solely for the benefit of the Parties and are not intended to confer third-party beneficiary rights upon any other person or entity.

Severability. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by Applicable Law.

Notices and Communication. We may provide any notice to you under these Terms by posting a notice on the Platform or sending an email to the email associated with you. Notices we provide by posting on the Platform will be effective upon posting, and notices we provide by email will be effective when we send the email. All communications and notices to be made or given pursuant to these Terms must be written in the English language. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form. You may contact us by email: [support@cybro.io](mailto:support@cybro.io).