



## Digital Currency Staking Services Terms and Conditions

Date of entry into force: 28 02 2022

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS IS A LEGAL CONTRACT GOVERNING THE USE OF OUR DIGITAL CURRENCY STAKING SERVICES. THESE TERMS AND CONDITIONS ARE ENTERED INTO BETWEEN YOU AND BITLOCUS. BY ACCESSING OUR PLATFORM AND CLICKING ON "I AGREE WITH STAKING SERVICE T&C" TO USE DIGITAL CURRENCY STAKING SERVICES PROVIDED BY BITLOCUS, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, ACCEPTED AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STIPULATED IN THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ANY TERMS AND CONDITIONS STIPULATED IN THESE TERMS AND CONDITIONS OR OUR PRIVACY POLICY, OR ANY ADDITIONAL APPLICABLE TERMS AND CONDITIONS, DO NOT ACCESS OR UTILIZE OUR DIGITAL CURRENCY STAKING SERVICES

WE URGE YOU TO DOWNLOAD A COPY OF THESE TERMS AND CONDITIONS FOR FUTURE REFERENCE AS THEY MAY CHANGE FROM TIME TO TIME, AND SAVE IT TO YOUR COMPUTER TO HAVE IT AVAILABLE FOR REVIEW ANYTIME. IN CASE YOU CHOOSE NOT TO DO SO, THESE TERMS AND CONDITIONS ARE ALWAYS AVAILABLE ON THE WEBSITE.

THESE TERMS AND CONDITIONS FORMS AN INTEGRAL PART OF THE GENERAL TERMS AND CONDITIONS, WHICH ESTABLISH TERMS AND CONDITIONS APPLICABLE TO ACCESS AND USE OF OUR PLATFORM. CONSENT TO THESE TERMS AND CONDITIONS, WHICH RESULTS IN A LEGAL CONTRACT, SHALL BE DEEMED TO BE THE ENTRY INTO FORCE OF THE ADDITIONAL PROVISIONS OF THE GENERAL TERMS AND CONDITIONS ESTABLISHING THE RELATIONSHIP BETWEEN YOU AND BITLOCUS.

STAKING SERVICES ARE NOT SUBJECT TO ANY LICENSING OR ANY OTHER AUTHORIZATION REQUIREMENTS UNDER THE LAW OF THE REPUBLIC OF LITHUANIA. AS A RESULT, THE PROVISION OF STAKING SERVICES UNDER THESE TERMS AND CONDITIONS ARE NOT SUBJECT TO SUPERVISION BY ANY SPECIFIC SUPERVISORY AUTHORITY. AS A CONSEQUENCE, REGULATORY PROTECTIONS ASSOCIATED WITH FINANCIAL SERVICES SUBJECT TO AUTHORIZATION SUCH AS INVESTOR OR DEPOSIT PROTECTION SCHEMES ARE NOT AVAILABLE TO YOU WITH RELATION TO SERVICES SUBJECT TO THESE TERMS AND CONDITIONS.

**VALUE OF DIGITAL CURRENCIES MAY FLUCTUATE SIGNIFICANTLY AND THERE IS A SUBSTANTIAL RISK OF ECONOMIC LOSSES WHEN STAKING DIGITAL CURRENCIES. BY MAKING USE OF THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU ACKNOWLEDGED YOURSELF WITH THE [RISK WARNING DOCUMENT](#) PUBLISHED ON OUR WEBSITE AND: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF DIGITAL CURRENCIES; (2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF THE SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES; AND (3) BITLOCUS SHALL NOT BE LIABLE FOR ANY SUCH RISKS ATTACHED THERETO OR ADVERSE OUTCOMES.**

### 1. DEFINITIONS

1.1. The following words when capitalized in these Terms have the following meanings:

**Account** - as it is described in General Terms and Conditions;

**Bitlocus** or **we** or **us** – as it is described in General Terms and Conditions.

**Buy/Stake Order** – an order to stake (Digital Currency).

**Digital Currency** – as it is described in General Terms and Conditions.

**Digital Currency Staking Services** (further – **Services**) – services that enable User to lock Digital Currency for a period of time and to receive Staking Rewards and are provided by Bitlocus in accordance with these Terms.

**Fiat Currency** – as it is described in General Terms and Conditions.

**General Terms and Conditions** – Bitlocus General Terms and Conditions governing your access to our Platform and use of our services in general;

**Platform** – as it is described in General Terms and Conditions.

**Sell/Unstake Order** – an order to unstake (Digital Currency).

**Staking** – locking Digital Currencies at a specific Supported Network for a period of time to receive Staking Rewards.

**Staking Rewards** – rewards in Digital Currencies distributed by the Supported Network Protocol to Bitlocus as network validation, yield program or any other form of incentive and paid out to User, who stakes Digital Currency.

**Supported Network** – any blockchain network for which our Platform is able to perform the Service.

**Supported Network Protocol** – the rules by which the Supported Network operates including but not limited to the process for Staking, the quantity and timing of Staking Rewards.

**Terms** – these Terms and Conditions.

**User or you** – as it is described in General Terms and Conditions.

1.2. Other capitalized words which are not defined above are understood as they are defined in the General Terms and Conditions.

## **2. GENERAL PROVISIONS**

### **2.1. About These Terms**

#### **2.1.1. Contractual Relationship**

These Terms constitute a legal agreement and create a binding contract between you and Bitlocus.

#### **2.1.2. Supplementary Terms**

Due to the rapid development of Digital Currencies, these Terms do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, all other agreements entered into separately between you and Bitlocus are deemed supplementary terms that are an integral part of these Terms and shall have the same legal effect. Your use of Services is deemed your acceptance of these supplementary terms.

### **3. STAKING**

- 3.1. Subject to these Terms, Bitlocus provides Services to User consisting of executing the Buy/Stake Order to the Supported Network. Digital Currencies are staked at the Supported Network and the Staking Reward is transferred by and from the Supported Network. The Services of Bitlocus are limited to transferring of Digital Currencies to the Supported Network following the instructions established in the Buy/Stake Order created by the User.
- 3.2. By submitting a Buy/Stake Order, you provide authorization for Bitlocus to execute the requested transaction on your behalf.
- 3.3. Bitlocus undertakes to use its best endeavors to execute the Buy/Stake Order at, or close to, the market exchange rate displayed to the User at a time of creating the Buy/Stake Order. During excess volume, bouts of illiquidity or other volatility within the market for Digital Currencies the final rate at which trades are executed may differ from the prevailing rate indicated at the time of creating the Buy/Stake Order. Bitlocus cannot guarantee and does not do so that the Buy/Stake Order will be executed under exact conditions based on which the Buy/Stake Order was created.
- 3.4. Bitlocus strives to execute your Buy/Stake Order within 24 (twenty-four) hours upon its receipt. However, there may be various circumstances when your Buy/Stake Order cannot be executed e. g. issues with related third persons, technical issues, bouts of illiquidity within the market for Digital Currencies, etc. Bitlocus shall not be liable to you that your Buy/Stake Order cannot be executed.
- 3.5. User agrees and accepts that exchange rates of Digital Currencies can be volatile, and that the exchange rates of Digital Currencies displayed on our website may differ from those available to external sources outside of our website.
- 3.6. After User confirms (submits) Buy/Stake Order to Bitlocus, such Buy/Stake Order cannot be amended or cancelled.
- 3.7. Digital Currencies can be staked at User's discretion, however, in some cases staked Digital Currencies can be subject to the limitations/restrictions. This includes but is not limited to bonding and nonbonding periods, ineligibility to receive Staking Rewards for partial periods, and minimum balances and Digital Currencies amounts required.
- 3.8. Bitlocus reserves the right to determine minimum and/or maximum amounts to be staked in a single order indicating such restrictions [here](#).
- 3.9. It may be cases when Buy/Stake Order (staking) made by User is terminated due to issues related to Supported Network Protocol or other issues beyond Bitlocus control. Such issues shall be deemed as force majeure and Bitlocus shall not be liable against the User.

### **4. STAKING REWARDS**

- 4.1. Staking Rewards are paid out at least once a week and are paid in Digital Currency. Rewards (amounts and payment frequency) are determined solely by Bitlocus.
- 4.2. User will receive Staking Rewards directly attributable to their Digital Currencies. The percentage and frequency of such transfers are determined based on the Supported

Network Protocol. Bitlocus is solely responsible for Services and all Staking Rewards payments will be paid to User by the Supported Network.

- 4.3. Any transfer of Staking Rewards will be subject to Supported Network Protocol. Transfer will be made by the Supported Network to the Account from which the Digital Currencies were staked.

## **5. UNSTAKING**

- 5.1. Subject to these Terms, User may submit Sell/Unstake Order regarding the respective amount of Digital Currency(-ies) previously staked by the User. The unstaking provided by Bitlocus means the transfer of the respective amount of Digital Currency(-ies) to User following the instructions established in the Sell/Unstake Order created by the User.
- 5.2. By submitting a Sell/Unstake Order, you provide authorization for Bitlocus to execute the requested transaction on your behalf.
- 5.3. Bitlocus strives to execute your Sell/Unstake Order (i. e. to transfer the respective amount of Digital Currencies to you) within 24 (twenty-four) hours upon its receipt. However, there may be various circumstances when your Sell/Unstake Order cannot be executed e. g. issues with related third persons, technical issues, bouts of illiquidity within the market for Digital Currencies, etc. Bitlocus shall not be liable to you that your Sell/Unstake Order cannot be executed.
- 5.4. After User confirms (submits) Sell/Unstake Order to Bitlocus, such Sell/Unstake Order cannot be amended or cancelled.
- 5.5. Staked Digital Currencies can be unstaked at User's discretion in full or in part, however, in some cases amounts of Digital Currencies to be unstaked can be subject to the limitations/restrictions. This includes but is not limited to bonding and nonbonding periods, and minimum balances and Digital Currencies amounts required.
- 5.6. Bitlocus reserves the right to determine minimum and/or maximum amounts to be unstaked in a single order indicating such restrictions [here](#).

## **6. FEES**

- 6.1. We shall charge you and you agree and undertake to pay to us the fees for our Services as specified [here](#).
- 6.2. Bitlocus may, in its absolute sole discretion, update the fees for Services at any time. Any updated fees for Services will apply to any of your use of Services that occurs following the effective date of the updated fees. If no effective date of the updated fees is specified, then updated fees come into force immediately upon their publication.
- 6.3. You authorize Bitlocus to deduct from your Digital Currencies held by Bitlocus any applicable fees that you owe to Bitlocus.
- 6.4. Please ensure that the required fees due from you are available to us on the due date. If you do not have enough Digital Currencies to pay the fees or any other amounts due, we reserve the right to suspend the provision of our Services to you until such fees/amounts due will be paid to us.

## **7. SUPPORTED NETWORK PROTOCOLS**

- 7.1. We do not own or control the Supported Network Protocols in which Digital Currencies are staked. Most often, the Supported Network Protocols are open source and anyone can use, copy, modify, and distribute them.
- 7.2. We assume no responsibility and no liability for the operation of the Supported Network Protocols and we are not able to guarantee the functionality or security of Supported Network Protocols operations. You acknowledge and accept the risk that Supported Network Protocols may change. Any such material operating changes of Supported Network Protocol may materially affect the availability, value, functionality, and/or the name of the Digital Currencies you have staked. We do not control the timing and features of these material operating changes.
- 7.3. You acknowledge and accept the risks of operating changes to Supported Network Protocols and agree that we are not responsible and not liable for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules.

## **8. TERMINATION**

- 8.1. These Terms are applicable to you from the moment you access the Platform and click on “I agree with Staking Service T&C”. Your access to the Platform and clicking on “I agree with Staking Service T&C” constitute your consent to be bound by these Terms.
- 8.2. At any time and for any reason at its sole discretion, Bitlocus may unilaterally terminate these Terms with you without giving advance notice to you. Bitlocus shall incur no liability or obligation for the termination of these Terms with you.
- 8.3. Upon termination of these Terms, you will be notified of it at your email address used to register with Bitlocus.
- 8.4. Bitlocus is not liable to you or any third party for termination of these Terms with you irrespective of the termination reason.
- 8.5. You may terminate these Terms with us at any time by giving us a respective notification. Your notification should be issued in writing by email used to register with Bitlocus and shall only be processed if you have no pending obligation to us; otherwise, these Terms will not be terminated until you fulfil any and all your obligations towards us, unless Bitlocus is in breach these Terms and such breach was not cured upon your request issued by email and therefore, you are not able to fulfil your obligations.
- 8.6. We may unilaterally and immediately terminate these Terms with you where you have not got any Digital Currency staked counting over the last year period. However, if you have pending obligation to us we may not terminate these Terms with you until you fulfil any and all your obligations towards us. Upon termination of these Terms, you will be notified of it at your email address used to register with Bitlocus.
- 8.7. Upon the termination of these Terms: (i) all rights granted herein shall terminate immediately; (ii) you shall remit in full all fees and other payments due to Bitlocus according to these Terms accruing prior to the date of termination; (iii) any provision of these Terms that by its very nature or context is intended to survive any termination, cancellation or

expiration hereof, shall so survive; and (iv) all other performance obligations of both parties under these Terms shall cease.

- 8.8. Termination of these Terms shall not exempt you from the due discharge of all obligations under these Terms to us arising before the date of termination.
- 8.9. Termination of these Terms shall not mean the termination of the General Terms and Conditions as well as our other services terms and conditions concluded with you.
- 8.10. Buy/Stake / Sell/Unstake Orders initiated under the Terms before their termination shall be completed in accordance with the provisions of the Terms applicable before their termination, unless otherwise agreed by you and us.

## **9. AMENDMENTS TO THESE TERMS**

- 9.1. We shall have a right at any time to unilaterally amend these Terms including any part thereof by publishing the amended Terms on our website.
- 9.2. The amended Terms shall come into force in 7 (seven) calendar days upon their publication on our website. Any subsequent your use of Services shall constitute an acceptance of the amended Terms.
- 9.3. If you do not want to accept amended Terms, please implement the procedure referred to in Article 8.5 for the termination of these Terms with us.