

Disclaimer iniziale di accesso alla dapp

Terms of Service

By clicking “I Agree” below, you agree to be bound by the terms of this Agreement. As such, you fully understand that:

- Stablecomp is a blockchain-based decentralized finance project. You are participating at your own risk.
- Stablecomp is offered for use “as is” and without any guarantees regarding security. The protocol is made up of immutable code and can be accessed through a variety of user interfaces.
- Your use of Stablecomp is conditioned upon your acceptance to be bound by the Stablecomp Term of Use, which can be found here.
- By entering into this agreement, you are not agreeing to enter into a partnership. You understand that Stablecomp is a decentralized protocol provided on an “as is” basis.
- You hereby release all present and future claims against Stablecomp project and against any of its contributors and you agree to indemnify and hold harmless Stablecomp project and all its contributors and affiliates for any costs arising out of or relating to your use of the Stablecomp protocol.

[Pulsante “I agree”]

The following Terms and Conditions (the "Terms") govern your access to and use of both the Stablecomp.com website (referred to as "Stablecomp.com") and dapp.Stablecomp.com interface (both referred to as the "Interface" or the "Sites"). The services available on the Sites (the "Services") are brought to you by StableComp Limited ("we," "us," or "our").

This website provides information and resources about the fundamentals of the decentralized non-custodial protocol called the Stablecomp Protocol, comprised of open-source self-executing smart contracts that are deployed on various permissionless public blockchains, such as Ethereum (the "Stablecomp Protocol" or the "Protocol"). Stablecomp Limited and any of its affiliate (the "Stablecom Companies") does not control or operate any version of the Stablecomp Protocol on any blockchain network.

The Interface is an independent interface providing one of the available applications through which users, via their self-custodial wallets, interact with the Stablecomp Protocol, using website such as www.stablecomp.com or dapp.stablecomp.com any respective subdomains.

By accessing or using the Services, which include our various websites, including, without limitation, stablecomp.com and dapp.stablecomp.com (and any respective subdomains), applications, and other services that link to these terms, as well as any information, text, links, graphics, photos, audio, video, or other materials stored, retrieved or appearing thereon, whether accessed through the site or otherwise, you are entering into a binding agreement with us that includes these terms, privacy policy (found here), and other policies referenced herein (collectively, the "Agreement").

To the extent that there is a conflict between these Terms and any applicable additional terms, these Terms will control unless expressly stated otherwise. If you don't agree with these Terms, you may not use the Services and should not visit the Site or otherwise engage with the Services.

1. Services and no-custody of crypto-asset

To use the Services, you must legally be able to enter into the Agreement. By using the Services, you represent and warrant that you meet the eligibility requirement. If you do not meet the requirement, you must not access or use the Site or the Services.

All information provided in connection with your access and use of the Services is intended for informational purposes only. We cannot guarantee the accuracy, completeness, or timeliness of the information provided. It is possible that the information may be outdated or subject to errors or omissions. The codebases of all the versions of the Stablecomp Protocol are maintained on each full network node of the relevant blockchain. You should not take, or refrain from taking, any action based on any information contained on Stablecomp.com, including, without limitation, the stablecomp.gitbook.io or any other information that we make available at any time, including blog posts, data, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such site or resource.

Neither we nor any affiliated entity is a party to any transaction on the blockchain networks underlying the Stablecomp Protocol; we do not have possession, custody or control over any cryptoassets, or any user's funds that may appear or be viewed on the Interface. You understand that when you interact with Stablecomp Protocol, you retain control over your cryptoassets at all times.

To interact with the Stablecomp Protocol using the Interface, you will need to connect and engage with it through your self-custodial wallet. Your self-custodial wallet is provided by a third-party entity

and may be governed by separate terms and conditions set by the respective third-party service provider.

Due to the non-custodial and decentralized nature of the technology, we are not intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you regarding any other decisions or activities that you make when using our Services.

You acknowledge that we do not have information regarding all Stablecomp Protocol transactions beyond what is available or obtainable publicly via the blockchain. However, we may collect information regarding the users of the Services in accordance with our Privacy Policy.

Transactions using blockchains may require the payment of gas fees, which are essentially network transaction fees paid on every transaction that occurs on the selected blockchain network. Please note that gas fees are non-refundable. We do not provide any services to users or deliver, hold, and/or receive payment for cryptoassets. We do not receive any fees for any transactions or the Services.

2. Risks

Nothing herein constitutes legal, financial, business, or tax advice, and you should consult an advisor(s) before engaging in any activity in connection herewith. All information provided by 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 on the Interface or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. The Terms are not intended to, and do not, create or impose any fiduciary duties on us.

Technologies such as smart contracts on various blockchains, cryptographic tokens generated by the smart contracts, and other nascent software, applications, and systems that interact with blockchain-based networks are experimental, speculative, inherently risky, and subject to change. Among other risks, bugs, malfunctions, cyberattacks, or changes to the applicable blockchain (e.g., forks) could disrupt these technologies and even result in a total loss of cryptoassets, their market value, or digital funds. We assume no liability or responsibility for any such risks. If you are not comfortable assuming these risks, you should not access or engage in transactions using blockchain-based technology.

We are not responsible for the content or services of any third-party, including, without limitation, any network or apps like Discord or MetaMask, and we make no representations regarding the content or accuracy of any third-party services or materials. The use and access of any third-party products or services, including through the Services, are at your own risk. Please note that we do not have control over third-party services. Consequently, we cannot guarantee, endorse, or recommend such content or services to users of the Interface, nor can we endorse their use for any specific purpose.

You acknowledge and agree that all transactions accessed through the blockchain-based networks will be automatically processed using one or more smart contracts. By engaging in transactions using the Services, you acknowledge and consent to the automatic processing of all transactions in connection with using the Services. You further acknowledge and agree that the applicable smart contract will dictate how the funds of a transaction and ownership of cryptoassets are distributed.

You bear sole responsibility for evaluating the Services before using them, and all transactions on the blockchain are irreversible, final, and without refunds. The Services may be disabled, disrupted, or adversely impacted as a result of sophisticated cyber-attacks, surges in activity, computer viruses, and/or other operational or technical challenges, among other things. We disclaim any ongoing obligation to notify you of all the potential risks of using and accessing our Services. You agree to accept these risks and agree that you will not seek to hold any Stablecomp Companies responsible for any consequent losses.

You understand and agree that you are solely responsible for maintaining the security of your self-custodial wallet. You alone are responsible for securing your private keys. We do not have access to your private keys. Any unauthorized access to your self-custodial wallet by third parties could result in the loss or theft of any cryptoasset or funds held in your account and any associated accounts. You understand and agree that we have no involvement in, and you will not hold us responsible for managing and maintaining the security of your self-custodial wallet. The private key associated with the self-custodial wallet address from which you transfer cryptoassets or the private key associated is the only private key that can control the cryptoassets you transfer into the smart contracts.

You agree that we have the right to restrict your access to the Services via any technically available methods if we suspect, in our sole discretion, that (a) you are using the Services for money laundering or any illegal activity; (b) you have engaged in fraudulent activity; (c) you have acquired cryptoassets using inappropriate methods, including the use of stolen funds to purchase such assets; (d) you are the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other legal or regulatory authority in any applicable jurisdiction; (e) either you, as an individual or an entity, or your wallet address is listed on the Specially Designated Nationals and Blocked Persons List ("SDN List"), Consolidated Sanctions List ("Non-SDN Lists), or any other sanctions lists administered by OFAC; (f) you are located, organized, or resident in a country or territory that is, or whose government is, the subject of sanctions, including but not limited to Côte d'Ivoire, Cuba, Belarus, Iran, Iraq, Liberia, North Korea, Sudan, and Syria; or (g) you have otherwise acted in violation of these Terms. If we have a reasonable suspicion that you are utilizing the Services for illegal purposes, we reserve the right to take whatever action we deem appropriate.

As a condition to accessing or using the Services, you acknowledge, understand, and agree that from time to time, the Services may be inaccessible or inoperable for any reason, including, but not limited to equipment malfunctions, periodic maintenance procedures or repairs, causes beyond our control or that we could not reasonably foresee, disruptions and temporary or permanent unavailability of underlying blockchain infrastructure or unavailability of third-party service providers or external partners for any reason.

You acknowledge and agree that you will access and use the Services at your own risk. You should not engage in blockchain-based transactions unless it is suitable given your circumstances and financial resources. By using the Services, you represent that you have been, are, and will be solely responsible for conducting your own due diligence into the risks of a transaction and the underlying smart contracts and cryptoassets.

3. Taxes

Users bear sole responsibility for paying any and all taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority associated with their use of the Services and/or payable as a result of using and/or exploiting any cryptoassets and interacting with smart contracts. Blockchain-based transactions are novel, and their tax treatment is uncertain.

4. Ownership

We own all rights, names, logos, and other marks used on or through the Interface, including, without limitation, any copyrights in and to any content, code, data, or other materials that you may access or use on or through the Interface. Except as expressly set forth herein, your use of or access to the Site or the Interface does not grant you any ownership or other rights therein.

Contingent upon your ongoing compliance with the Agreement, we grant you a personal, worldwide, revocable, non-exclusive, and non-assignable license to use the software provided to you as part of

our Services. The only purpose of this license is to allow you to use and enjoy the Services solely as permitted by these Terms.

We own any and all right, title, and interest in and to the Services, including, without limitation, any and all copyrights in and to any content, code, data, or other materials that you may access or use on or through the Services.

5. Prohibited Uses

You may only use the Services if you comply with this Agreement (including, without limitation, these Terms), applicable third-party policies, and all applicable laws, rules, regulations, and related guidance.

You agree not to engage in the prohibited uses set forth below. The specific activities set forth below are representative but not exhaustive. By using the Site or the Interface, you confirm that you will not do any of the following:

- Violating any applicable law or regulation;
- Using the Services for, or to promote or facilitate, illegal activity (including, without limitation, money laundering, financing terrorism, tax evasion, buying or selling illegal drugs, contraband, counterfeit goods, or illegal weapons)
- Exploiting the Services for any unauthorized commercial purpose
- Uploading or transmitting viruses, worms, Trojan horses, time bombs, cancel bots, spiders, malware, or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services
- Attempting to or actually copying or making unauthorized use of all or any portion of the Services, including by attempting to reverse compile, reformatting or framing, disassemble, reverse engineer any part of the Services
- Harvesting or otherwise collecting information from the Services for any unauthorized purpose
- Using the Services under false or fraudulent pretenses or otherwise being deceitful
- Interfering with other users' access to or use of the Services
- Interfering with or circumventing the security features of the Services or any third party's systems, networks, or resources used in the provision of Services
- Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity, privacy, or any other proprietary right
- Engaging in any attack, hack, denial-of-service attack, interference, or exploit of any smart contract in connection with the use of the Service (and operations performed by a user that are technically permitted by a smart contract may nevertheless be a violation of our Agreement, including these Terms, and the law)
- Engaging in any anticompetitive behavior or other misconduct

You agree and acknowledge that if you use the Services to engage in conduct prohibited by applicable law, we permanently reserve the right to completely or partially restrict or revoke your access to the Services, either completely or for a period of time, at our sole discretion. We reserve the right to amend, rectify, edit, or otherwise alter transaction data to remediate or mitigate any damage caused either to us or to any other person as a result of a user's violation of this Agreement or applicable law.

We reserve the right to investigate and prosecute any suspected breaches of this Agreement, including the Terms. We may disclose any information as necessary to satisfy any law, regulation, legal process, or governmental request.

6. Disclaimers and Limitations of Liability

The Services are provided on an “as is” and “as available” basis. we and our parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “Stablecomp Companies Indemnified Parties”) make no guarantees of any kind in connection with the Services. to the maximum extent permitted under applicable law, the Stablecomp Companies Indemnified Parties disclaim all warranties and conditions, whether express or implied, of merchantability, fitness for a particular purpose, or non-infringement and disclaim all responsibility and liability for:

- the services being accurate, complete, current, reliable, uninterrupted, timely, secure, or error-free. information (including, without limitation, the value or outcome of any transaction) available through the service is provided for general information only and should not be relied upon or used as the sole basis for making decisions. any reliance on the services is at your own risk.
- viruses, worms, trojan horses, cancel bots, spiders, malware, or other type of malicious code that may be used in any way to affect the functionality or operation of the services.

To the maximum extent permitted by law, in no event shall any Stablecomp Companies Indemnified Party be liable to you for any loss, damage, or injury of any kind including any direct, indirect, special, incidental, exemplary, consequential, or punitive losses or damages, or damages for system failure or malfunction or loss of profits, data, use, business or good-will or other intangible losses, arising out of or in connection with:

- the services or your inability to use or access the Services
- misuse of the Services (including without limitation, unauthorized access of the services)
- any user conduct on the Services
- termination, suspension or restriction of access to any the Services

In addition to the foregoing, no Stablecomp Companies Indemnified Party shall be liable for any damages caused in whole or in part by:

- user error, such as forgotten passwords or incorrectly constructed smart contracts or other transactions
- server failure or data loss
- the malfunction, unexpected function or unintended function of the blockchain, any computer or cryptoasset network (including any wallet provider), including without limitation losses associated with network forks, replay attacks, double-spend attacks, sybil attacks, 51% attacks, governance disputes, mining difficulty, changes in cryptography or consensus rules, hacking, or cybersecurity breaches
- any change in value of any cryptoasset
- any change in law, regulation, or policy
- events of force majeure
- any third party

This limitation of liability is intended to apply without regard to whether other provisions of these terms have been breached or have proven ineffective. The limitations set forth in this section shall apply regardless of the form of action, whether the asserted liability or damages are based on contract, indemnification, tort, strict liability, statute, or any other legal or equitable theory, and whether or not the Stablecomp Companies Indemnified Parties have been informed of the possibility of any such damage.

In no event will the Stablecomp Companies Indemnified Parties' cumulative liability to you or any other user, from all causes of action and all theories of liability exceed one thousand u.s. dollars (u.s. \$1,000.00).

Under no circumstances shall any Stablecomp Companies Indemnified Party be required to deliver to you any virtual currency as damages, make specific performance, or any other remedy. If you would base your calculations of damages in any way on the value of virtual currency, you and we agree that the calculation shall be based on the lowest value of the virtual currency during the period between the accrual of the claim and the award of damages.

Some jurisdictions do not allow the exclusion or limitation of certain warranties and liabilities provided in this section; accordingly, some of the above limitations and disclaimers may not apply to you. To the extent applicable law does not permit Stablecomp Companies Indemnified Parties to disclaim certain warranties or limit certain liabilities, the extent of Stablecomp Companies Indemnified Parties' liability and the scope of any such warranties will be as permitted under applicable law.

7. Indemnification

You agree to indemnify, defend, and hold harmless the Stablecomp Companies Indemnified Parties from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) Your breach or alleged breach of the Agreement (including, without limitation, these Terms); (b) Anything you contribute to the Services; (c) Your misuse of the Services, or any smart contract and/or script related thereto; (d) Your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; (e) Your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right; (f) Your use of a third-party product, service, and/or website; or (g) any misrepresentation made by you. We reserve the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with our defense of any claim. You will not in any event settle any claim without our prior written consent.

We reserve the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with our defense of any claim. You will not in any event settle any claim without our prior written consent.

8. Arbitration Agreement and Waiver of Rights, Including Class Actions

Prior to commencing any legal proceeding against us of any kind, including an arbitration as set forth below, you and we agree that we will attempt to resolve any dispute, claim, or controversy between us arising out of or relating to the agreement or the Services (each, a "Dispute" and, collectively, "Disputes") by engaging in good faith negotiations. Such good faith negotiations require, at a minimum, that the aggrieved party provide a written notice to the other party specifying the nature and details of the Dispute. The party receiving such notice shall have thirty (30) days to respond to the notice. Within sixty (60) days after the aggrieved party sent the initial notice, the parties shall meet and confer in good faith by videoconference, or by telephone, to try to resolve the Dispute. If the parties are unable to resolve the Dispute within ninety (90) days after the aggrieved party sent the

initial notice, the parties may agree to mediate their Dispute, or either party may submit the Dispute to arbitration as set forth below.

You and we agree that any Dispute that cannot be resolved through the procedures set forth above will be resolved through binding arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The place of arbitration shall be the British Virgin Islands. The language of the arbitration shall be English. The arbitrator(s) shall have experience adjudicating matters involving Internet technology, software applications, financial transactions and, ideally, blockchain technology. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" subsection of these Terms as to the types and amounts of damages for which a party may be held liable. The prevailing party will be entitled to an award of their reasonable attorney's fees and costs. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties.

Unless you timely provide us with an arbitration opt-out notice, you acknowledge and agree that you and we are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. further, unless both you and we otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding.

Any cause of action or claim the user may have arising out of or relating to these terms of use or its use of the website must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred

9. Changes

By rejecting any changes to these Terms, you agree that you will arbitrate any Dispute between you and us in accordance with the provisions of this section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

10. Waiver of Injunctive or Other Equitable Relief

To the maximum extent permitted by law, you agree that you will not be permitted to obtain an injunction or other equitable relief of any kind, such as any court or other action that may interfere with or prevent the development or exploitation of the services, or any other website, application, content, submission, product, service, or intellectual property owned, licensed, used or controlled by any Stablecomp Companies Indemnified Party.

11. Termination and Cancellation

This Agreement is effective unless and until terminated by either you or us. You may terminate your Agreement with us at any time by ceasing all access to the Services. If, in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of the Agreement (including without limitation any provision of these Terms), we reserve the right to terminate our Agreement with you and deny you access to the Services. We further reserve the right to restrict your access to the Services or to stop providing you with all or a part of the Services at any time and for no reason, including, without limitation, if we reasonably believe: (a) your use of the Services exposes us to risk or liability; (b) you are using the Services for unlawful purposes; or (c) it is not commercially viable to continue providing you with our Services. All of these are in addition to any other rights and remedies that may be available to us, whether in equity or at law, all of which we expressly reserve.

We reserve the right to modify the services at any time, but we have no obligation to update the services. you agree that it is your responsibility to monitor changes to the services that may affect

you. You agree that we may remove the services and/or any content thereon for indefinite periods of time or cancel the services at any time, without notice to you.

12. Severability

If any provision of the Agreement (including, without limitation, these Terms) is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement. Such determination shall not affect the validity and enforceability of any other remaining provisions.

13. Assignment

The Agreement (including, without limitation, these Terms) may be assigned without your prior consent to any Stablecomp Companies Indemnified Party, or to its successors in the interest of any business associated with the Services provided by us. You may not assign or transfer any rights or obligations under the Agreement without our prior written consent.

14. Entire Agreement

The Agreement (including, without limitation, these Terms, and the Privacy Policy) and any policies or operating rules posted by us on the Services constitute the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms). Any failure by us to exercise or enforce any right or provision of the Agreement (including, without limitation, these Terms) shall not constitute a waiver of such right or provision.

15. Governing Law

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Cayman Islands.

We may change or update the Services, the Agreement, and any part of the Terms at any time, for any reason, at our sole discretion. Once any part of the Agreement is updated and in effect, you will be bound by the Terms if you continue to use the Services. We may, at any time, and without liability to you, modify or discontinue all or part of the Services (including access to the Services via any third-party links).