# Terms of Service

The "RUBIC smart contracts" are publicly available open-source software programs deployed on the Ethereum blockchain that facilitate the peer-to-peer exchange of Ethereum-based tokens.

RUBIC develops software through which users and developers can interact with the RUBIC smart contracts. The primary purpose of the Site is to enable users to access and utilize the RUBIC smart contracts and RUBIC software products as well as to provide resources and information, including, without limitation, developer documentation, product examples, and other related services (all of which are covered under the definition of "Services").

The "RUBIC network" is comprised of all users, companies, applications, and any other device, service, or person interacting in any way, directly or indirectly, with the RUBIC smart contracts on the Ethereum blockchain, including RUBIC's Services. The term RUBIC network should be interpreted as broadly as possible to include anything that may be reasonably considered to be part of the network as that term is construed in normal use.

Some Services are offered by us or other participants in the RUBIC network require payment or otherwise involve the use of an underlying blockchain or other decentralized or permissioned infrastructure (the "Distributed Ledger Technology"), which may require that you pay a fee, such as "gas" charges on the Ethereum network, for the computational resources required to perform a transaction on the particular Distributed Ledger Technology (such payments and fees, "Charges").

You acknowledge and agree that RUBIC has no control over any Distributed Ledger Technology transactions, the method of payment of any Charges, if applicable, or any actual payments of Charges, if applicable. Accordingly, you must ensure that you have a sufficient balance of the applicable Distributed Ledger Technology network tokens stored at your Distributed Ledger Technology-compatible wallet address ("Distributed Ledger Technology Address") to complete any transaction on the RUBIC network or the Distributed Ledger Technology before initiating such transaction.

As a condition to accessing or using the Services or the Site, you: (i) will only use the Services and the Site for lawful purposes and in accordance with these Terms; (ii) will ensure that all information that you provide on the Site is current, complete, and accurate; (iii) will maintain the security and confidentiality of access to your Distributed Ledger Technology Address; and (iv) agree (A) that no Protected Party (defined below) will be responsible for any loss or damage incurred as the result of any interactions you have with other users of the Site, Services or the RUBIC network, including any loss of the tokens issued in the future by RUBIC, any other tokens or other unit of value; and (B) if there is a dispute between you and any other site or other user, no Protected Party will be under any obligation to become involved.

As a condition to accessing or using the Site or the Services, you will not: (i) Violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case, as may be amended; (ii) Export, re-export, or transfer, directly or indirectly, any RUBIC technology in violation of applicable export laws or regulations; (iii) Infringe on or misappropriate any contract, intellectual property, or another third-party right, or commit a tort while using the Site or the Services; (iv) Misrepresent the truthfulness, sourcing or reliability of any content on the Site or through the Services; (v) Use the Site or Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site, Services or the RUBIC network or that could damage, disable, overburden, or impair the functioning of the Site, Services or the RUBIC network in any manner; (vi) Attempt to circumvent any content filtering techniques or security measures that RUBIC employs on the Site or the Services, or attempt to access any service or area of the Site or the Services that you are not authorized to access; (vii) Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Site or Services or to extract data; (viii) Introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site or the Services; (ix) Post content or communications on the Site or through the Services that are, in our sole discretion, libelous, defamatory, profane, obscene,

pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable; (x) Post content on the Site or through the Services containing unsolicited promotions, political campaigning, or commercial messages or any chain messages or user content designed to deceive or trick the user of the Service; or (xi) Encourage or induce any third party to engage in any of the activities prohibited under these Terms.