

# Terms of use

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The Stack Interface and Services, and its associated software and documentation including any materials (“**Stack Software**”) WERE NOT DEVELOPED FOR AND IS NOT AVAILABLE TO persons or entities who reside in, are located in, are incorporated in, or have a registered office or principal place of business in the United States of America or Canada (collectively “**Blocked Persons**”). Moreover, no Stack software is offered to person or entities who reside in, are citizens or, are located in, are incorporated, or have a registered office or principal place of business in any **Restricted Territory** (as defined below) (collectively “**Restricted Persons**”). There are no exceptions, therefore if you are a Blocked Person then DO NOT attempt to use the Stack Services and if you are a Restricted Person then DO NOT attempt to use any of the Stack Services. Use of technology or mechanism, such as the Virtual Private Network (“**VPN**”) to circumvent the Restrictions set forth herein is prohibited.

**Restricted Territory** means means the United States of America (including its territories: American Samoa, Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands), Republic of Cuba, the Democratic People's Republic of North Korea, South Sudan, Islamic Republic of Iran, Syrian Arab Republic, the People's Republic of China, the Ukraine, Russia and any jurisdiction in which the use of the platform is prohibited by applicable laws or regulations.

**BY USING THE STACK SOFTWARE, YOU HEREBY CONFIRM AND REPRESENT THAT** (A) you are not a Blocked Person or Restricted Person; and (B) You (including if applicable, you're individual owners, representative, employees, or any other person with access to you Stack account) will not coordinate, conduct or control (including by, in substance or effect, making decision with respect to) your use of the Stack protocol and/or software from within the United States of America, Canada or any Restricted Territory.

YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT (I) YOU MUST NOT MODIFY, DISASSEMBLE, DECOMPILE, ADAPT, ALTER, TRANSLATE, REVERSE ENGINEER OR CREATE DERIVATIVE WORKS OF STACK SOFTWARE TO MAKE SUCH STACK SOFTWARE AVAILABLE TO ANY BLOCKED PERSON OR RESTRICTED PERSON; AND (II) STACK DOES NOT AND WILL NOT HAVE CONTROL OVER THE DEVELOPMENT, GROWTH AND MAINTENANCE OR OPERATIONS OF ANY PROTOCOL USING THE STACK SOFTWARE.

## **TERMS AND CONDITIONS**

### **1. ACCEPTANCE OF THE TERMS AND CONDITIONS**

1. Thank you for your interest in Stack! These terms of use ("**Terms**") govern your access and use of all content, documentation, features, information and services (collectively the "**Services**") available on or through Stack (the "**Site**").
2. These Terms form a legally binding contract between Stack (which together with its affiliates are referred to as "**Stack**", "**we**", "**us**" or "**our**") and you (whether you are acting personally or on behalf of an entity ("**you**" or "**your**").
3. Please read these Terms carefully. By accessing, browsing or using this Site, you acknowledge that you have read, understood, and agree to be bound by these Terms.
4. The Services and the Site are intended for users who have reached sufficient age to enter into a legally binding contract with Stack. If you are using the Site for or on behalf of an organization, you are agreeing to the Terms on behalf of that organization, and you represent and warrant that you are authorized and have all requisite rights to do so. By accessing or using the Services and the Site, you represent that you meet these requirements.
5. You are responsible for ensuring that all persons who access our Site through your internet connection or device are aware of these Terms and that they comply with them.
6. If you do not accept these Terms or meet the requirements set out above, you must not access, browse or otherwise use the Site.
7. When using certain Services available on this Site, you may be required to accept additional terms and conditions relating to the use of such Services. Any additional terms and conditions will be published within the Services or the website associated with such Services.

## 2. STACK PROTOCOL

1. We maintain this Site and the Stack Software to provide a variety of information and resources related to Stack, a decentralized borrowing and leverage protocol utilizing collateralized debt positions ("**Stack**").
2. By accessing and using this Site and the Stack Software, you acknowledge and agree that: (a) we do not control, and are not responsible for the operation of the blockchain based software and protocols underlying Stack, which is a decentralized permissionless protocol; (b) we do not have possession, custody or control over any cryptocurrencies aside from the More tokens deployed or available on Stack (other than cryptocurrencies that we own and hold for ourselves); (c) we are not responsible for the settlement or execution of any transactions conducted decentralized, permissionless contracts underlying Stack; (d) **borrowing and leverage is high risk and users are putting their funds at risk—you may lose all your assets—by using these services where liquidations can occur both through the actions of asset owners, other participating protocols users or other market activity completely unrelated to Stack**; and (e) the underlying technology on which Stack relies may be subject to sudden changes and we cannot and do not guarantee that your access to Stack will be uninterrupted or error free or that your cryptocurrencies will be secure at all times.
3. Additionally, by accessing and using the Site and the Stack Software, you acknowledge and accept that we do not, and cannot, control: (a) activity or data on Stack; (b) the activity of users who use the Stack protocol to trade, borrow, leverage or engage in other activities on the platform; (c) the validation of transactions or other operations on Stack, (d) the availability, security or functionality of Stack; or (e) any other uses of Stack.
4. You assume all risks associated with your use of Stack.

## 3. CHANGES TO THESE TERMS

1. We reserve the right to make changes to the Terms from time to time at our sole discretion by publishing an updated version on the Site. Any variation to these Terms will become effective upon publishing to the Site. By continuing to use the Site after any changes to these Terms take effect, you shall be deemed to have accepted the changes to the Terms. It is your responsibility to check the Site regularly to understand the Terms that apply to your use of the Services at any given time.

## 4. INFORMATION ON THE SITE

1. This Site is provided for general information purposes only. None of the content or information on our Site, or made otherwise available to you in connection with its use, constitutes any legal, tax, financial or other advice. You should not take, or refrain from taking, any action based on information or resources available on this Site. You should conduct your own research and seek professional advice before making any financial, technical, legal or other decisions based on the information and resources available on this Site.
2. Although it is intended to provide accurate and timely information, the Site 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. All decisions based on information contained on the Site are your sole responsibility and Stack shall have no liability for actions or decisions that you take as a result of any content or information on our Site.
3. We do not guarantee that our Site, or any content or information on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and/or operational reasons without notice to you.

## 5. **PROPER USE**

You acknowledge that you are responsible for your own use of Stack and Stack Software and for any transactions you make on Stack, including transmitting tokens, swapping, depositing tokens, bridging, borrowing against collateral, leveraging collateral assets, staking tokens, minting tokens, or other actions in any form (collectively referred to as "**Contributions**") to us. You agree that you will use the Site in compliance with all applicable national and international laws, rules and regulations. Like all communities, we ask that you participate in a manner that respects your community members in a productive and safe environment. To that end, you agree by way of example, and not as a limitation, that you will not:

1. Deploy any content or products that infringes any third party's intellectual property or other rights;
2. Deploy any content or products that is unlawful, racist, hateful, libellous, defamatory, obscene, or that intentionally discriminates against or harasses particular individuals or groups;
3. Post any private information, or otherwise harvest, collect or disclose information, about another user without his or her express consent;

4. Use the Site or Services for any unlawful purpose, or transmit or otherwise make available in connection with the Site any material that would give rise to criminal or civil liability;
5. Use the Site for advertisements, phishing, wallet drainers and other malicious code, spam, survey solicitations or solicitations;
6. Impersonate any person or entity, including Stack and any Stack employees, or falsely state or otherwise misrepresent your affiliation with any person or entity;
7. Imply that Stack endorses any of your statements or positions;
8. Take any action that imposes an unreasonable burden on the Site's server;
9. Use any device, software, router or other means to interfere or attempt to interfere with the proper working of the Site or any Services available on or through the Site;
10. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
11. Attempt to decipher, decompile, disassemble or reverse-engineer any of the software comprising or making up the Site or the Services; and/or
12. Delete or alter any material posted by any other person or entity.

## **6. UPLOADING CONTENT TO OUR SITE**

1. Whenever you make use of a feature that allows you to upload content to our Site, or to make contact with other users of our Site, you must comply with the content standards set out in the "PROPER USE" section above. You agree that any such Contributions shall comply with those standards, and you will be liable to us and indemnify us for any breach. This means you will be responsible for any loss or damage we suffer as a result of your breach.
2. By posting to the Site or otherwise transmitting Contributions, without abridging or limiting any open source licenses therein, you hereby grant to Stack a worldwide, non-exclusive, sublicensable, assignable, royalty-free, perpetual, irrevocable right (including moral rights) and license to use, reproduce, distribute, create derivative works based on, perform and/or display such Contributions (in whole or in part) in any media now known or hereafter developed, for any purpose whatsoever, without compensation to you or any other provider of the Contributions.
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perpetual, irrevocable right (including moral rights) and license to the Contributions for any purpose.

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5. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our Site.
6. We have the right to remove any Contribution you make on or to our Site if, in our opinion, your Contribution does not comply with the content standards set out in our "PROPER USE" section.

## 7. LICENSE TO OUR USERS

1. The Site and its content is owned by Stack, its affiliated persons or entities ("**Affiliates**"), its licensors or other providers of such material and are protected by copyright, trademark and other intellectual property or proprietary laws. All such rights are reserved and you acknowledge that nothing in these Terms gives you any ownership rights in respect of any intellectual property owned by us, our Affiliates and/or our licensors.
2. We grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Site solely for your own use. Stack, its Affiliates and its licensors shall remain the owner of the Site and its content at all times (except for any Contributions that you make)
3. The Site may contain code, commonly referred to as open source software, which is distributed under open source license terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor ("**Open Source Software**"). To the extent that the Site contains any Open Source Software, that element only is licensed to you under the relevant license terms of the applicable third party licensor ("**Open Source Licence Terms**") and not under these Terms, and you accept and agree to be bound by such Open Source Licence Terms.
4. You may not misuse the Site and may only use it as permitted by law. We reserve and retain all rights not expressly granted to you in these Terms. If you breach our intellectual property rights or the intellectual property rights of our Affiliates or licensors in violation of these Terms, your license to use our Site will automatically be revoked and terminated with immediate

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## 8. TRADEMARKS

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## 9. WE ARE NOT RESPONSIBLE FOR BUGS AND YOU MUST NOT INTRODUCE THEM

1. We do not guarantee that our Site will be secure or free from bugs or viruses.
2. You are responsible for configuring your information technology and computer programmes to access our Site. You should use your own virus protection software.
3. You understand and accept that you use our Site at your own risk.
4. You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you could be committing a criminal offense. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

## 10. THIRD PARTY CONTENT AND EXTERNAL LINKS

These Terms apply only to the Site. In using the Site, you may be exposed to content and information, for example, data, text, files, information, usernames, graphics, images, photographs, profiles, audio, video, messages, services or links, from other users or third parties ("**Third-Party Content**"), either on our Site or through any links directing to third-party websites or mobile applications. We do not operate or control, and are not responsible for, any such Third-Party Content. The inclusion or appearance of Third-Party Content on the Site does not indicate any approval, verification or endorsement by Stack of such Third-Party

Content. Stack is not responsible for, and hereby disclaims any and all liability that may arise from Third-Party Content or the act of accessing, browsing, or otherwise using such Third Party Content.

## **11. RULES ABOUT YOU LINKING TO OUR SITE**

1. You may link to our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Site in any website without the website owner's authorisation.
2. The website in which you are linking must comply in all respects with the content standards set out in these Terms. If you wish to link to or make any use of content on our Site other than that set out above, please contact us on [Discord](#).

## **12. DISCLAIMERS**

1. THE SITE IS PROVIDED ON AN "AS IS", "WHERE IS", AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. IN PARTICULAR, BUT WITHOUT LIMITATION, WE EXPRESSLY EXCLUDE ANY AND ALL WARRANTIES:
  1. THE SITE IS PROVIDED ON AN "AS IS", "WHERE IS", AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. IN PARTICULAR, BUT WITHOUT LIMITATION, WE EXPRESSLY EXCLUDE ANY AND ALL WARRANTIES:
  2. IN RELATION TO TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE;
  3. THAT THE SITE OR ITS SERVICES OR CONTENT WILL BE CONTINUOUS, UNINTERRUPTED OR SECURE, AND YOU ACKNOWLEDGE AND ACCEPT THAT THE OPERATION OF THE SITE MAY BE INTERFERED WITH BY FACTORS OUTSIDE OF OUR CONTROL;
  4. THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT THE SITE OR ITS SERVER(S)

- ARE FREE OF BUGS, VIRUSES OR OTHER MALICIOUS OR TECHNOLOGICALLY HARMFUL MATERIAL; OR
5. THAT THE SITE OR ANY SERVICES OR CONTENT, CONTRIBUTIONS OR THIRD-PARTY CONTENT IS ACCURATE, RELIABLE, COMPLETE OR UP TO DATE.
2. THESE 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 TO YOU OR ANY OTHER PART, AND THAT TO THE EXTENT ANY SUCH DUTIES MAY EXIST AT LAW OR IN EQUITY, THOSE DUTIES ARE HEREBY IRREVOCABLY DISCLAIMED AND WAIVED.

### **13. LIMITATION OF LIABILITY**

1. WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE (WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE), ARISING UNDER OR IN CONNECTION WITH:
  1. THE USE OF, OR INABILITY TO USE, OUR SITE OR SERVICES;
  2. USE OF OR RELIANCE ON ANY CONTENT (INCLUDING CONTRIBUTIONS AND THIRD PARTY CONTENT) DISPLAYED ON OUR SITE; OR
  3. A CYBER-ATTACK, VIRUS OR OTHER MALICIOUS OR TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, DEVICES, APPLICATIONS, PROGRAMMES, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE, THE SERVICES OR ANY CONTENT AVAILABLE ON THE SITE.
2. IN PARTICULAR, WE WILL NOT BE LIABLE FOR:
  1. LOSS OF PROFITS, SALES, BUSINESS OR REVENUE;
  2. BUSINESS INTERRUPTION;
  3. LOSS OF ANTICIPATED SAVINGS;
  4. LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR
  5. ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.
3. IF AND TO THE EXTENT THAT WE ARE LIABLE TO YOU FOR ANY LOSS OR DAMAGE ARISING UNDER THESE TERMS, SUCH LIABILITY WILL BE LIMITED TO GBP 100 OR THE MINIMUM AMOUNT PERMITTED UNDER APPLICABLE LAW (WHICHEVER IS GREATER).

4. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. IN SUCH STATES, THE LIABILITY OF STACK, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS OR ANYONE ASSOCIATED WITH STACK SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

#### **14. INDEMNIFICATION**

1. You agree to defend, indemnify, and hold harmless Stack, Affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising or resulting from your breach of these Terms or your access, contribution to, use or misuse of the Site or Services.
2. Without prejudice and in addition to the indemnity provided in clause 14.1, in the event that a third party brings any claim, suit or proceeding against Stack as a result of your breach of these Terms, you agree to cooperate and provide all assistance as we may reasonably require or request in connection with our defence of such claim, suit or proceeding.
3. The indemnity set out here is in addition to, and not in lieu of, any other remedies that may be available to us under applicable law.

#### **15. RIGHT TO RESTRICT ACCESS AND TAKE LEGAL PROCEEDINGS**

1. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING, WITHOUT LIMITATION FOR BREACH OF ANY WARRANTY, REPRESENTATION CONTAINED IN THESE TERMS OR ANY APPLICABLE LAW OR REGULATION. We are not responsible for any loss or harm related to your inability to access or use our Site.
2. In addition, we reserve the right to take appropriate legal proceedings against anyone who, in our sole discretion, violates the law or these Terms and/or disclose such information to law enforcement authorities as we reasonably feel is necessary or as required by law. The actions we

may take are not limited to those described, and we may take any other action we reasonably deem appropriate.

## **16. THE TERMS ARE OUR ENTIRE AGREEMENT WITH YOU AND WE MAY ASSIGN THE TERMS**

1. We may assign these Terms to any of our Affiliates or in connection with a merger or other disposition of all or substantially all of our assets.
2. These Terms constitute the entire and exclusive agreement between us and you regarding its subject matter, and supersede and replace any previous or contemporaneous written or oral contract, promises, assurances, warranties, representation or understanding regarding its subject matter, whether written or oral. You shall have no claim for innocent or negligent misrepresentation or misstatement based on any statement in these Terms, though nothing in this clause shall limit or exclude any liability for fraud.

## **17. GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with these Terms (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with the laws of England and Wales.

## **18. HOW TO RESOLVE COMPLAINTS AND DISPUTES**

If an alleged breach, controversy, claim, dispute or difference arises out of or in connection with these Terms (a "**Dispute**"), you agree to seek to resolve the matter with us amicably by referring the matter to [Discord](#) with a detailed description, the date and time the issue arose, your contact information to contact you on and the outcome you are seeking.

## **19. DISPUTE RESOLUTION**

1. **YOU AGREE AND UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY RIGHT, IF ANY, TO A TRIAL BY JURY AND RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT.**
2. In the event a Dispute cannot be resolved amicably in accordance with clause 19 within a period of sixty (60) days, then any such Dispute,

controversy or claim arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (" **LCIA Rules**"). The seat of the arbitration shall be London. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the LCIA Rules. The language to be used in the arbitral proceedings shall be English. The governing law of these Terms shall be the substantive law of England and Wales.

**20. PROVISIONS ARE SEVERABLE, IF FOUND INVALID**

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

**21. NO WAIVER**

Any waiver of a breach of these Terms must be in writing to be effective, and shall not constitute a waiver of any other breach or default of these Terms. No delay or omission in the exercise of any right or remedy shall impair or be construed as a waiver of such right or remedy.

**22. CONTACT US**

All feedback, comments, requests for technical support and other communications relating to the Site should be directed to [Discord](#).