



Fixed Term Digital Currency Staking Services Terms and Conditions

Date of entry into force: 26 10 2022

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS IS A LEGAL CONTRACT GOVERNING THE USE OF OUR FIXED TERM 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 FIXED TERM STAKING SERVICES T&C" TO USE FIXED TERM 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 FIXED TERM 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.

FIXED TERM 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 FIXED TERM 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 STATEMENT 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 FIXED TERM STAKING 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.

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

Fixed Term Digital Currency Staking Services (further – Fixed Term Staking **Services**) – services that allow User to receive Staking Rewards by locking Digital Currency (ies) for a time period to Bitlocus Platform. Digital Currency (-ies) is being locked for a period selected by the User in advance, based on the time periods set by Bitlocus.

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.

Stake Order – an order to stake Digital Currency (-ies) by locking them for a time period on Bitlocus Platform.

Staking Rewards – rewards in Digital Currencies paid at a particular rate determined by Bitlocus Platform for Digital Currency (-ies) staked by User.

Terms – these Terms and Conditions.

Unstake Order – an order to unstake Digital Currency (-ies) and pay back it to the User.

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 Fixed Term Staking Services is deemed your acceptance of these supplementary terms.

3. DIGITAL CURRENCY STAKING

3.1. STAKING

3.1.1. Bitlocus provides Fixed Term Staking Services to the User consisting of executing the Stake Order to the Bitlocus Platform. Digital Currencies are transmitted to the Bitlocus Platform and the Staking Rewards are transferred by and from the Bitlocus Platform. The Fixed Term Staking Services of Bitlocus are limited to transferring of Digital Currencies to the Bitlocus Platform following the instructions established in the Stake Order created by the User.

3.1.2. The User must choose in advance the period for which the User intends to stake Digital Currencies, when submitting the Stake Order. The User's choices are limited by the specified time period options determined by Bitlocus Platform (e. g. 30, 60, 90, 180 days).

3.1.3. When the chosen fixed term for staking is over, the Fixed Term Staking Services will be extended automatically to an indefinite term. The User is allowed to stake Digital Assets under sole discretion for unlimited time. The User may continue staking under the same Staking Rewards conditions as agreed upon during the Stake Order and is allowed to submit Unstake Order at any time.

3.1.4. By submitting a Stake Order, you provide authorization for Bitlocus to execute the requested transaction on your behalf.

3.1.5. Bitlocus strives to execute your Stake Order within 24 (twenty-four) hours upon its receipt. However, there may be various circumstances when your 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 Stake Order cannot be executed.

- 3.1.6. After the User confirms (submits) Stake Order to Bitlocus, such Stake Order cannot be amended or cancelled.
- 3.1.7. 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.
- 3.1.8. Bitlocus reserves the right to determine minimum and/or maximum amounts to be staked in a single order indicating such restrictions [here](#).
- 3.1.9. There may be cases when Stake Order made by User is terminated due to issues beyond Bitlocus control. Such issues shall be deemed as force majeure and Bitlocus shall not be liable against the User.

3.2. STAKING REWARDS

- 3.2.1. Staking Rewards are calculated at least once a week and are paid in Digital Currency. Users may withdraw their Staking Rewards, when the chosen fixed term for staking is over.
- 3.2.2. Users will receive Staking Rewards directly attributable to their Digital Currencies. The percentage and frequency of such transfers are determined based on the Bitlocus Platform. Bitlocus is solely responsible for Fixed Term Staking Services and all Staking Rewards will be paid to Users by the Bitlocus Platform.
- 3.2.3. Any transfer of Staking Rewards will be subject to Bitlocus Platform. Transfer will be made by the Bitlocus Platform to the Account from which the Digital Currencies were staked.

3.3. UNSTAKING

- 3.3.1. Subject to these Terms, User may submit 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 Unstake Order created by the User.
- 3.3.2. Unstake Order may be submitted at any time, but not earlier than the expiry of the fixed term set during the Stake Order. The transfer of the respective amount of Digital Currencies to User will be established according to the Unstake Order instructions.
- 3.3.3. By submitting an Unstake Order, you provide authorization for Bitlocus to execute the requested transaction on your behalf.
- 3.3.4. Bitlocus strives to execute your 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 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 Unstake Order cannot be executed.
- 3.3.5. After User confirms (submits) Unstake Order to Bitlocus, such Unstake Order cannot be amended or cancelled.
- 3.3.6. 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.
- 3.3.7. Bitlocus reserves the right to determine minimum and/ or maximum amounts to be unstaked in a single order indicating such restrictions [here](#).

4. FEES

- 4.1. We shall charge you and you agree and undertake to pay us the fees for our Fixed Term Staking Services as specified [here](#).

- 4.2. Bitlocus may, in its absolute sole discretion, update the fees for Fixed Term Staking Services at any time. Any updated fees for Fixed Term Staking Services will apply to any of your use of Fixed Term Staking 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.
- 4.3. You authorize Bitlocus to deduct from your Digital Currencies held by Bitlocus any applicable fees that you owe to Bitlocus.
- 4.4. 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 Fixed Term Staking Services to you until such fees/ amounts due will be paid to us.

5. TERMINATION

- 5.1. These Terms are applicable to you from the moment you access the Platform and click on "I agree with Fixed Term Staking Services T&C". Your access to the Platform and clicking on "I agree with Fixed Term Staking Services T&C" constitute your consent to be bound by these Terms.
- 5.2. 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.
- 5.3. Bitlocus reserves the right to terminate all or respective amounts of your staked Digital Currencies at any time and for any reason at its sole discretion without giving advance notice to you. Bitlocus will transfer all or respective amounts of your staked Digital Assets and all or respective amount of Staking Rewards, accumulated up to the date of termination execution by Bitlocus to your Account.
- 5.4. Upon termination of these Terms and/ or upon termination of all or respective amounts of your staked Digital Assets, you will be notified of it at your email address used to register with Bitlocus.
- 5.5. Bitlocus is not liable to you or any third party for termination of these Terms and/ or termination of all or respective amounts of your staked Digital Currencies with you irrespective of the termination reason.
- 5.6. 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.
- 5.7. 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 obligations 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.
- 5.8. 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.
- 5.9. 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.
- 5.10. 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.
- 5.11. Stake or 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.

6. AMENDMENTS TO THESE TERMS

- 6.1. 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. The amended Terms shall come into force in 7 (seven) calendar days upon their publication on our website.
- 6.2. In cases when the Terms are amended by adding new functionalities to the Fixed Term Staking Services, and your existing rights and obligations remain unchanged, the Terms shall come into force upon their publication on our website or from the effective date specified.
- 6.3. Any subsequent use of Fixed Term Staking Services shall constitute an acceptance of the amended Terms.
- 6.4. If you do not want to accept amended Terms, please implement the procedure referred to in Article 5.6 for the termination of these Terms with us.