

b-cube.ai Terms & Conditions

Last updated: 15. 09. 2021.

CONTRACTING PARTIES

These terms and conditions constitute a legal and binding agreement between the User (“you”, “your”) and:

Acintya Global Holdings SAS, a company incorporated in France with Registration Number (SIRET): 830 862 637 00014 Tax administration: FR, Tax number: 6983086263 and having its registered office at 7 rue Le Bouvier, 92340 Bourg-la-Reine, FRANCE

In these terms and conditions, a reference to (“Us”, “the Company”, “We”, “Our” or “b-cube.ai”) is a reference to Acintya Global Holdings SAS. A reference to “you” or “your” is a reference to the entity that signs up for an account on our Website and/or using Our Services.

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the <https://www.b-cube.ai/> (“Website”) and the services operated by **Acintya Global Holdings SAS!**

Using the Service is based on the uninfluenced, unbiased will the User thereof and the acceptance of these Terms. These Terms shall apply to all Users.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

DEFINITIONS

The terms issued in this Terms and Conditions document shall have the listed meanings. Definitions can be applied whether the terms are used in singular or plural form.

Decentralised Virtual Currencies (“Cryptocurrencies”) are distributed, open-source, math-based peer-to-peer virtual currencies that have no central administering authority, and no central monitoring or oversight. Examples: Bitcoin; LiteCoin; and Ripple.

Cryptocurrency refers to a math-based, decentralised convertible virtual currency that is protected by cryptography.—i.e., it incorporates principles of cryptography to implement a distributed, decentralised, secure information economy. Cryptocurrency relies on public and private keys to transfer value from one person (individual or entity) to another, and must be cryptographically signed each time it is transferred.

Virtual currency wallet (“wallet”) is a means (software application or other mechanism/medium) for holding, storing and transferring bitcoins or other virtual currency.

User: is a natural adult person who holds a User Account.

User Account: is the personalized online space of the User which allows them to access the Services available via the Website.

BCUBE: is the token issued by the Company that is a means of payment to pay the Subscription-based Trading Bot service. BCUBE is the only token accepted in the Staking Program.

Staking: is the process of locking up an amount of BCUBE – the native cryptocurrency of the Company – for a specified period of time in order to get access to services available in the Staking Program.

Visitor: is any natural person who uses our website without signing in to a User Account.

Virtual currency exchange (“Cryptocurrency exchange”) is an entity engaged as a business in the exchange of virtual currency for real currency, funds, or other forms of virtual currency and also precious metals, and vice versa, for a fee (commission). Preferred Cryptocurrency exchanges by Us: Binance Futures, Binance, BitMEX, FTX, FTX Futures.

I. THE SERVICES (for more information about The Services, please read [ANNEX 1.](#))

1. Trading Signal (“Signal”)

The Users can access this service by logging in to their User Account and clicking on the Signal Trading tab and subscribe to the service by clicking the “Update” button and making the payment. Signals are available in real time to Users who have subscribed to a paid plan. Unsubscribed Users can only see past Trading Signals. A **Trading Signal** is a suggestion for entering a trade on a cryptocurrency at a specific price and time. Our Trading Signals are based upon Our subjective opinion and analysis. Future events are necessarily uncertain, guaranteed information about the future is in many cases impossible. A Trading Signal is used to make plans for possible developments. The purpose of this information is solely informative and educational. For more information see **RISK DISCLAIMER** part. The Trading Signals are available by subscribing for a paid plan. For more information, see **XI. PAYMENT AND CANCELLATION OF SERVICES**.

2. Trading Bot

Trading Bot (“Bot”) is an automated computer program that buys and sells cryptocurrencies at a given time. Future events are necessarily uncertain, guaranteed information about the future is in many cases impossible. A Trading Bot is used to execute trades on behalf of the User. For more information see **RISK DISCLAIMER** part. Please note that the Trading Bot trades on the User's own account and we do not take any custody of the assets. Users can access this service by clicking on the Bot Trading tab on the website and choose from the available Trading Bots, then clicking the “show more” button and either subscribe to the Bot by clicking the “Subscribe” button and making the payment (Subscription-based Trading Bot Service) or transferring the entry fee (Subscription-based Trading Bot Service). For more information about the payment, please see **XI. PAYMENT AND CANCELLATION OF SERVICES** part. Within the tab of the chosen trading bot, the

User can integrate their existing Cryptocurrency exchange account to the Trading Bot by writing their API Keys (ID and Secret ID) into the identically named spaces on the web page. Trading Bot is thus authorized to execute trades on the integrated account. Trading Bot will not be authorized to transfer funds from or to the account. The account must have the criteria listed on the website to work. The given Trading Bot is available by subscribing for a paid plan or paying the Entry fee and Profit sharing fee. For more information, see **XI. PAYMENT AND CANCELLATION OF SERVICES** part. Through the Website, the Client can customize the settings of the Bot. Customizing the settings of the Bot can cause significant risk. As a result of the increased risk, the client may lose even his entire capital. See RISK DISCLAIMER part for more information.

II. CREATION OF A USER ACCOUNT

- In order to create a User Account, a Visitor must provide their First Name, Last Name, e-mail address and telephone number
- Any User must ensure that the data they provide is accurate and complete. The User undertakes to inform b-cube.ai about any necessary information change on the User Account.
- For safety purposes, the User must provide two 6-digits verification code sent by telephone. Thereafter, the User shall receive an email confirming their creation of their Account.
- Each User is solely responsible for their login information and for the safety of the access to their User Account.

III. OBLIGATIONS OF THE USERS

Users undertake to avoid the following actions:

- Reverse-engineering the system, copying the Service, redistribute any content or Service available on the Website, without prior consent between the User and b-cube.ai
- Market a software, website, product or information related to the Service without prior

consent from b-cube.ai

- Provide and/or promote false, defamatory information about the Service or Website
- Trying to harm the Website and Service with any illegal activity and/or viruses, harmful software
- Behaving abusive with another Visitor and/or User
- Infringing on the identity of another user

V. ACCESS TO THE WEBSITE

- The Website is accessible every day. b-cube.ai is doing its best to provide the best Service and Website availability to its Users and Visitors, however, We do not guarantee accessibility every time.
- Technological difficulties can lead to the temporary suspension of the Website. In this case, b-cube.ai is going to work on the correction as soon as possible. b-cube.ai is not liable for any cost, harm that happened due to these unfortunate events.

VI. RISK DISCLAIMER

- B-cube.ai is not a registered broker, investment advisor, financial advisor or any licence required financial institution. Any available Service, including but not limited to the Trading Signals, Trading Bot are purely for guidance, information and educational purposes. We do not undertake any liability of any damage, cost, harm, loss which caused in connection with the listed informative elements and/or the Services. B-cube.ai is not responsible nor liable for any cost, damage, harm, loss related to the Website or available information on the Website.
- Be aware of the risks of trading in financial markets and/or Cryptocurrencies. Do not ever risk more money than you can afford to lose. We recommend consulting a qualified financial advisor before making any investment, financial decision.
- Trading in Cryptocurrencies involves risk of loss and is not suitable for every investor. The valuation of Cryptocurrencies may fluctuate. There is a possibility that you will lose your capital partially or completely. Therefore, you should not invest any funds that you cannot afford to completely lose in a worst-case scenario. Cryptocurrencies are highly leveraged asset classes. Be aware of the risks involved in trading with leverage. Because of the nature of leverage, small market moves can have a great impact on your account, which can work against you.

- Use any of our Services at your own risk. Any content on the Website is not considered financial advice. Do not rely on these when making a financial decision. Risk capital only if losing it does not affect your personal and financial life.
- Customizing the settings of the Bot can increase your risk significantly and can make you lose your capital partially or completely. Customize these settings at your own risk. The Company does not undertake any liability of any damage, cost, harm, loss which caused in connection with the Customization of the Bot.
- The Services and content We provide are solely for educational and information purposes.
- By accepting these Terms, the User acknowledges their understanding and acceptance of the above-listed information and risk of loss, harm, damage, cost and any negative event.
- The User accepts that any loss, cost, damage resulting in the use of a Service thereof is the sole responsibility of the User and the Company is not liable to the User for their compensation.
- The information on the historical performance available on the Website refers to the past performances of our services. Please note that historical performances are no guarantee of future performance. Historical performances do not include trading fees.

VII. INTELLECTUAL PROPERTY

- b-cube.ai is holding the intellectual property rights related to the Website and/or Service.
- Among the intellectual property of b-cube.ai is the Website, the Service, its system, its logo and any editorial content which is available on the Website.
- Users shall not make any copies, adaptation and/or change any of the intellectual property of b-cube.ai without Our prior consent.

VIII. PRIVACY

- B-cube.ai respects the privacy of its Users and Visitors. We may collect personal identifiable information about Our Users and/or Visitors. In the interest of compliance of EU Regulation 2016/679 “General Data Protection Regulation” or for short “GDPR” B-cube.ai is collecting and keeping these datas as a Data Controller following the regulations of GDPR. We explain the manners and details about Our Data Controller activity including Personal data collection and storing in our Privacy Policy document, which is available here: <https://www.b-cube.ai/files/b-cube-privacy-policy.pdf>

IX. LINKS TO OTHER WEBSITES

- Our Website may contain links to third-party websites or services that are not owned or controlled by **Acintya Global Holdings SAS**
- **Acintya Global Holdings SAS** has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that **Acintya Global Holdings SAS** shall not be responsible nor liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

X. SUPPORT SERVICE

- On Our Website We maintain live messaging feature by third party provider, namely LiveChat, Inc (website:<https://www.livechatinc.com/>), Please check their Terms (<https://www.livechatinc.com/legal/terms-and-conditions/>) and their Privacy Policy (<https://www.livechatinc.com/legal/privacy-policy/>) Through this feature Users and Visitors can send direct messages to Our support agents and initiate a conversation with them.
- Our purpose is to provide better user experience, answer questions and solve any issue of Our Users and Visitors. B-cube.ai is doing its best to answer all open tickets however, it is possible to experience delays between sending a direct message and receiving an answer. To know more check Our Privacy Policy document on the website.

XI. PAYMENT AND CANCELLATION OF SERVICES

Trading Signal Service

- These types of Services are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring weekly, monthly, or quarterly basis.
- The amount payable varies by service. Any transaction costs may be charged, this is a minimum amount that may in no case exceed twice the service fee.
- By ordering any subscription on www.b-cube.ai you confirm that you have read and accepted our Terms of Use and you authorize us to automatically charge your bank card according to the billing period manually selected by you.
- The service is billed in advance on a weekly, monthly, or quarterly basis. There will be no refunds or credits for partial months of service or refunds for months or days unused with an open user account.
- All billing is recurring, which means you will continue to get billed until you cancel your subscription. You are solely responsible for properly canceling your Service subscription. You may cancel your subscription at any time by an email request asking for your subscription to be canceled.
- If you cancel the service before the end of your current paid-up period, your subscription will remain active until the next due date. After the due date, if no payment is received, your subscription will be stopped.
- We offer refunds for 14 calendar days after the initial payment. During this 14 day period, you can contact us at contact@b-cube.ai e-mail address and request a refund. If you do not do this, we assume that the renewal of the service is expected and the payment will not be refunded.
- We do not offer refunds for recurring payments. If you have been billed for automatic renewal of the Service, you can cancel the subscription to avoid billing for the next months.

- We do not offer refunds for upgrades to a more expensive plan or a longer billing cycle. The remaining days are converted into an equivalent value of days on the new subscription.
- Payments are done by third-party providers namely, Stripe and Chargebee. To know more about their manners, please read their full Terms (https://stripe.com/ssa#section_c) and their Privacy Policy (<https://stripe.com/privacy>). Terms of Chargebee: <https://www.chargebee.com/company/terms/>, Privacy of Chargebee: <https://www.chargebee.com/privacy/>

Staking for free Trading Bot Service (“Staking Program”)

- To activate the Staking Program, the User must connect a Metamask Cryptocurrency wallet to the Company's website and Stake a specific amount of BCUBE tokens on the Company's website.
- The specific amount of BCUBE tokens needed to activate the Staking Program will be determined by the Company on a monthly basis. The specific amount of BCUBE tokens needed to be staked is under “Staking Tiers” on the Website.
- Based on the Staked tokens, the Company classifies the User into Staking Tiers. Staking Tiers entitle the User to use a different number of free Trading Bot Services. The amount of tokens required for each Staking Tier is determined by the Company on a monthly basis.
- If the amount of tokens Staked by the User is less than the current specific amount set by the Company, the user will lose access to the free bot.
- If the User has lost access to the free Trading Bot Service, open positions may remain in the user's Cryptocurrency exchange account. The User declares that he/she is aware of this and that the management of open positions is his/her sole responsibility.
- The Company does not undertake any liability of any damage, cost, harm, loss which

caused in connection with the Staking Program.

- Staked tokens cannot be used freely until the end of the Staking.
- To enter the Staking Program, the User must connect a Virtual currency wallet to the Website. To Unstake tokens, the User must disconnect the Virtual currency wallet from the Website.
- The User is free to use the tokens after he/she Unstake his/her Staked tokens on the Website.
- If the User has Unstaked his/her tokens, he/she will lose access to the free Trading Bot Service. If the User has lost access to the free Trading Bot Service, open positions may remain in the user's Cryptocurrency exchange account. The User declares that he/she is aware of this and that the management of open positions is his/her sole responsibility.
- The start date of the Staking Program is September 15, 2021. The duration of the Staking Program is uncertain. The Staking Program is renewed every month. The Company determines the number of tokens required to use the free bot services in the Staking Tiers. The required token amount will be recalculated by the Company upon renewal of the Staking Program. When calculating the required token amount, the Company converts the USD value of the Staking Tiers into a BCUBE token based on the exchange rate set by CoinMarketCap (<https://coinmarketcap.com/currencies/b-cube-ai/>).
- USD value of Staking Tiers: Tier 1 = \$1,000; Tier 2 = \$5,000, Tier 3 = \$10,000; Tier 4 = \$25,000; Tier 5 = \$50,000. The Company strives for accurate conversion, but reserves the right to specify a value other than the exact converted value.
- If upon renewal of the Staking Program, the amount of tokens required for the free Trading Bot Service is higher than the token Staked by the User due to a decrease in the exchange rate, the user will lose access to the free Trading Bot Service. If the amount of tokens Staked by the User is less than the current specific amount set by the Company, the user will lose access to the free bot.

- If the User has lost access to the free Trading Bot Service, open positions may remain in the user's Cryptocurrency exchange account. The User declares that he/she is aware of this and that the management of open positions is his/her sole responsibility.
- The Company does not undertake any liability of any damage, cost, harm, loss which caused in connection with the Staking Program.
- If the amount of tokens required for the free Trading Bot service is lower than the token amount Staked by the User due to an increase in the exchange rate upon renewal of the Staking Program, the user will continue to access the free Trading Bot service until he manually Unstake his/her tokens or the required token amount is higher than the amount the User is currently Staking.
- In the case of access to the free Trading Bot Service, the User may choose any bot.
- If the User Stakes his tokens, he is not free to dispose of them until the Staking ends.
- If the User has an active subscription and starts Staking enough tokens to use the free Trading Bot service, his/her subscription will remain active until he/she cancels the subscription manually.

Subscription-based Trading Bot Service

- These types of Services are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring monthly basis.
- The amount payable varies by service and it is set in EUROS. Any transaction costs may be charged, this is a minimum amount that may in no case exceed twice the service fee.
- The monthly subscription fee can be paid by credit card payment and BCUBE tokens.

- To make the payment in BCUBE tokens, the User must connect a Metamask Cryptocurrency wallet to the Company's website. If the user wishes to pay the monthly subscription fee in a BCUBE token, he must pay the Final Price calculated on the Website.
- To calculate the Final Price, the Company will use the price of CoinMarketCap (<https://coinmarketcap.com/currencies/b-cube-ai/>). Example of calculating the subscription fee: Original price 1 * 99 = 99 €; Change rate 0.2667 BCUBE / €; Final price 371.16 BCUBE
- By ordering any subscription on www.b-cube.ai you confirm that you have read and accepted our Terms of Use and you authorize us to automatically charge your bank card according to the billing period manually selected by you.
- The service is billed in advance on a monthly basis. There will be no refunds or credits for partial months of service, or refunds for months or days unused with an open User Account.
- All billing is recurring, which means you will continue to get billed until you cancel your subscription. You are solely responsible for properly canceling your Service subscription. You may cancel your subscription at any time by an email request asking for your subscription to be canceled.
- If you cancel the service before the end of your current paid up period, your subscription will remain active until the next due date. After the due date, if no payment is received, your subscription will be stopped.
- We offer refunds for 14 calendar days after the initial payment. During this 14 day period, you can contact us at contact@b-cube.ai e-mail address and request a refund. If you do not do this, we assume that the renewal of the service is expected and the payment will not be refunded.
- If you have been billed for automatic renewal of the Service, you can cancel the subscription to avoid billing for the next months.

- We do not offer refunds for upgrades to a more expensive plan or a longer billing cycle. The remaining days are converted into an equivalent value of days on the new subscription.
- Credit Card Payments are done by third-party providers, namely Stripe and Chargebee. To know more about their manners, please read their full Terms (https://stripe.com/ssa#section_c) and their Privacy Policy (<https://stripe.com/privacy>). Terms of Chargebee: <https://www.chargebee.com/company/terms/>, Privacy of Chargebee: <https://www.chargebee.com/privacy/>
- To pay with BCUBE tokens, the User must connect a wallet to the website.

XII. APPLICABLE LAW AND JURISDICTIONS

- These Terms shall exclusively be governed and interpreted in accordance with the laws of the French Republic. Unless mandatory law compels differently, any dispute with a User or Visitor arising or resulting from this Term and Conditions shall be exclusively submitted by the Paris Commercial Court unless the dispute can be settled in an amicable fashion.

XIII. CHANGES IN TERMS

- We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 7 days' notice prior to any new terms taking effect. After the new terms have taken into effect, and you decide you do not want to maintain your acceptance of these Terms, in a time period of two weeks you can contact us via e-mail at contact@b-cube.ai to withdraw your acceptance of these Terms. If this time period has expired, we assume you have understood and accepted the changes in these Terms. What constitutes a material change will be determined at our sole discretion.

XIV. CONTACT INFO

If you have any questions about these terms, please contact us.

Name, address and registration number of organisation:

Name of the Organization: Acintya Global Holdings SAS

Address: 7 rue Le Bouvier, 92340 Bourg-la-Reine, FRANCE

Registration Number (SIRET): 830 862 637 00014 **Email:**

contact@b-cube.ai **Tel. :** (0033) 685435633