

# b-cube.ai Terms & Conditions

Effective from March 30th, 2023

## 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://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.*

**Digital Assets (“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, decentralized, 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.

**Third-party provider:** is a natural or legal person who provides a Trading Bot Service on 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 discounts on the 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 crypto to crypto, crypto to fiat, and fiat to crypto, and vice versa, for a fee (commission). Preferred Cryptocurrency exchanges by Us: Binance Futures, Binance, BitMEX, Bitget, Huobi (exchanges that offer trading on derivatives in addition to classical trading will only be accessible to French citizens for the classical trading part. Trading on derivatives is prohibited in France).

Annual means 1 calendar year.

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**Month** means 1 calendar month.

**Day** means a calendar day.

## I. THE SERVICES, THIRD-PARTY PROVIDERS

### 1. Trading Bot

**Trading Bot (“Bot”)** is an automated computer program that buys and sells cryptocurrencies at a given time. The Trading Bots available on the Website are either the Company's own developments or the developments of Third-party providers. 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 the **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 choosing from the available Trading Bots, then clicking the “show more” button and subscribing to the Bot by clicking any of the “Subscribe” buttons (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. 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.

### 2. Technical Analysis Screener (“TA Screener”)

**TA Screener** is an informative spreadsheet that summarizes live data for cryptocurrencies. The data available to TA Screener are, in particular, the Ticker, Logo, Price, Technical Score, Trend Mean, Trend Base Line, and Relative Strength Index 30 minutes candlesticks, Moving Average Convergence Divergence, and Bollinger Bands technical indicators on Long Term and Day Trade periods. The purpose of TA Screener is to convey information. The data it transmits shall not be considered as an invitation to trade or to open a position.

### 3. Sentiment Analysis Indicator (“SAI”)

The SAI is an informative indicator that gathers the emotional attitudes of cryptocurrency traders and presents them in the form of visual graphs. The purpose of SAI is to convey information. The data it transmits shall not be considered as an invitation to trade or to open a position.

#### 4. Third-party providers

Any user may apply to become a Third-party provider by sending an email to [contact@b-cube.ai](mailto:contact@b-cube.ai). Accepting a User as a Third-party provider is at the Company's discretion. The Company is not responsible for the competency of the Third-party provider, his business and ethics merits and bears no responsibility to the Clients for any possible loss or lost profit. The Company is not responsible for ensuring that the Third-party provider is licensed or authorized (if required) to carry out the trading activities. The Company is not responsible for providing the Third-party provider with premises, data systems, any secretarial, book-keeping, or recordkeeping services to assist in exercising the management of the Account. The Company reserves the right to pause, stop or block any Third-party providers from offering their Services on the Website. The content is written in **VI. RISK DISCLAIMER** and **XI. PAYMENT AND CANCELLATION OF SERVICES**. The prices of the Services offered by Third-party providers are set by the Third-party provider. The prices of Services offered by Third-party providers are subject to discounts. The discount rates are based on the Staking Tier of the Clients. Tier 0: 0%; Tier 1: 5%; Tier 2: 15%; Tier 3: 25%; Tier 4: 35% ; Tier 5: 50%.

## 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 the creation of their Account.
- Each User is solely responsible for their login information and for the safety of access to their User Account.

## III. OBLIGATIONS OF THE USERS

Users undertake to avoid the following actions:

- Reverse-engineering the system, copying the Service, redistributing 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 AND SERVICES**

- 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.
- Certain products and Services are not available to all Users, only to a group of Users selected by the Company.

## **VI. RISK DISCLAIMER**

- B-cube.ai is not a registered broker, investment advisor, financial advisor or any license required financial institution. Any available Service, including but not limited to the Trading Signals, Trading Bot is purely for guidance, information and educational purposes. We do not undertake any liability of any damage, cost, harm, loss 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 on derivatives (including futures) is forbidden for French customers. We remind you that such services are not addressed to French citizens and cannot be used in France. Trading on derivatives is a service addressed only to EU countries where such service is legal and authorized by the targeted country.
- 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.
- Under no circumstances should the information and data made available by TA Screener and SAI products be considered investment or financial advice and should not be considered a solicitation to invest or trade. TA Screener and SAI, like other products from Acintya Global Holdings SAS, are designed to provide information and education. Do not rely on these when making a financial decision. The User declares that he is aware of the risks involved in cryptocurrency trading and will not hold the Company liable for any losses incurred.
- The Company shall not be liable to the User for any loss incurred during the use of the content and services on the Website, either before, during, or after the use of the Service.
- The Parties declare that they will not bring any legal proceedings against each other.

## VII. INTELLECTUAL PROPERTY

- b-cube.ai is holding the intellectual property rights related to the Website and/or Service except of those published by third-party providers
- 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, adaptations, 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://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/>)

[www.livechatinc.com/legal/privacy-policy/](http://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**

### **Staking (“Staking Program”)**

- The Staking Program is the process of locking up an amount of BCUBE tokens for a specified period of time. This Staking Program allows its users to get discounts on the different subscription plans detailed below.
- 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 get a discount on the different packs available on the Company’s website in order to be able to use the Company’s Trading Bots services. The amount of tokens required for each Staking Tier is determined by the Company on a monthly basis and is detailed below.
- If the amount of tokens Staked by the User is less than the current specific amount set by the Company, the user will not be able to get any discount.
- 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 discounts on the different packs that grant access to the Trading Bots Services. If the User has lost access to the Trading Bots Services, 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.
- The amount of BCUBE tokens required to be staked in order to get access into the specific Staking Tiers: Tier 1 = 5000 BCUBEs, Tier 2 = 25000 BCUBEs, Tier 3 = 50000 BCUBEs, Tier 4 = 125000 BCUBEs, Tier 5 = 250000 BCUBEs.
- The global maximum investment stands for the maximum amount of currencies (calculated in USD) on a Cryptocurrency exchange wallet that a Trading Bot can handle. The global maximum investment values are different in each Staking Tiers. The global maximum investment values for each Staking Tiers: Tier 0 = \$0, Tier 1 = \$5000, Tier 2 = \$25000, Tier 3 = \$50000, Tier 4 = \$125000, Tier 5 = \$250000
- 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 User stakes his tokens, he is not free to dispose of them until the Staking ends.
- The Staking Program allows users to get discount percentages on the subscription plans which depend on the Staking Tier chosen by the users. The discounts percentages are described below in the « Subscription-based Trading Bot Service and Subscription-

based TA Screener and SAI Services » part.

## **Subscription-based Trading Bot Service and Subscription-based TA Screener and SAI Services**

- These types of Services are billed on a subscription basis ("Subscription(s)"). Users will be billed and charged in advance on a recurring monthly basis. Users may also choose to subscribe for several months (from 2 to 12 months) if they pay with BCUBE tokens.
- 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.
- For a subscription from 2 to 12 months, subscription fees can only be paid with 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
- If the User has paid for the service with BCUBE tokens, the fee of the subscription can be refunded for 14 days from the date of subscription. The amount of the refund is exactly what the User has paid.
- If the User requests a refund of the subscription fee paid in BCUBE tokens within the 14-day period, the Company reserves the right to deduct the ETH transaction fees (gas fee) from the User.
- Users may choose between 5 different types of subscription packs:
  - Freemium
  - Basic
  - Basic+
  - Premium
  - Premium+

- The Freemium plan is free and allows users to use any of the BCUBE Trading Bots (except third-party providers bots) and switch between them at any time, with a maximum trading limit of 500 USDT.
- The Basic plan costs \$19 per month and allows users to use any of the BCUBE Trading Bots (except third-party providers bots) and switch between them at any time, with a maximum trading limit of 5000 USDT.  
With the Basic plan, users may also access the Technical Analysis Screener and Sentimental Analysis Screener tools for an additional \$10 per month (to be added to the initial \$19 paid for the Basic plan).
- The Basic+ plan costs \$49 per month and allows users to use any of the BCUBE Trading Bots (except third-party providers bots) and switch between them at any time, with a maximum trading limit of 50 000 USDT. This plan also includes the Technical Analysis Screener and Sentiment Analysis Screener tools without any additional cost.
- The Premium plan costs \$99 per month and allows users to use any of the BCUBE Trading Bots (except third-party providers bots) and switch between them at any time, with a maximum trading limit of 250 000 USDT. This plan also includes the Technical Analysis Screener and Sentiment Analysis Screener tools without any additional cost.
- The Premium+ plan costs \$149 per month and allows users to use any of the BCUBE Trading Bots (except third-party providers bots) and switch between them at any time, with unlimited trading. This plan also includes the Technical Analysis Screener and Sentiment Analysis Screener tools without any additional cost.
- Third-party provider bots are not included in these subscription plans. These third-party provider bots can be used by users by paying the price fixed by each third-party provider. Such bots cannot be switched between them.
- Users paying by Credit Card for one of the subscription plans mentioned above are entitled to discount prices if they participate in the Staking Program, depending on the users' Staking Tier. The discount percentages based on the User's membership in the Staking Tier are as follows and depend on whether the user chooses BCUBE bots or third-party bots:

Discounts on BCUBE bots:

Tier 0: 0

Tier 1: 5

Tier 2: 15

Tier 3: 25

Tier 4: 35

Tier 5: 50

Discounts on third-party bots:

Tier 0: 0  
Tier 1: 5  
Tier 2: 10  
Tier 3: 25  
Tier 4: 35  
Tier 5: 50

- Users paying with BCUBE tokens for one of the subscription plans mentioned above are also entitled to discount prices if they participate in the Staking Program, depending on the user's Staking Tier. The discount percentages based on the User's membership in the Staking Tier are as follows and depend on whether the user chooses BCUBE bots or third-party bots:

Discounts on BCUBE bots:

Tier 0: 15  
Tier 1: 25  
Tier 2: 35  
Tier 3: 45  
Tier 4: 60  
Tier 5: 75

Discounts on third-party bots:

Tier 0: 0  
Tier 1: 5  
Tier 2: 10  
Tier 3: 15  
Tier 4: 20  
Tier 5: 35

- By ordering any subscription on 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](mailto: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](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.
- The global maximum investment of User accounts that use the Subscription-based Trading Bot Service is between \$500 and \$250000 or between 0 and 2.0 Bitcoin if applicable.
- The fee paid for the Services provided by Third-party provider, whether paid by Credit Card Payment or by BCUBE tokens, shall be paid by the Company to the Third-party service provider on the first day of each month. 10% (ten percent) of the fee paid for the Services provided by the Third-party provider belongs to the Company, and 90% (ninety percent) belongs to the Third-party provider. The Third-party provider allows the Company to deduct 10% (ten percent) of the total amount paid for the Services provided by the Third-party provider. The Third-party service provider acknowledges that the Company is required to provide a 14-day refund guarantee to customers. The Third-party provider acknowledges and agrees that, as a result, payment may be deferred to the following month if there are less than 14 days between the date of subscription by Customer and the date of payment to the Third-party provider by the Company. The Third-party service provider must forward an invoice to the Company with the amount the Company has to pay.

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