

# The Royal Cubs

## Staking Terms and Conditions

**\$JUNGLECOIN** is an ERC20 utility token. This token behaves like any other Ethereum-based token and can be stored in any wallets that support ERC20 tokens, e.g. Metamask wallet.

Using our site, available at: [www.theroyalcubs.com](http://www.theroyalcubs.com) (the “**Site**”), you will be able to stake your \$JUNGLECOINS in accordance with the terms set forth on the Site and herein below (the “**Services**”).

### Risks

You understand and agree that staking your \$JUNGLECOINS and any other transactions with your \$JUNGLECOINS is subject to certain risks, including without limitation:

- **Price and liquidity.** Price and liquidity of virtual assets, including the \$JUNGLECOINS, are highly volatile and may be subject to significant fluctuations for a wide variety of reasons. As noted above, we will NOT provide liquidity for the \$JUNGLECOIN nor do we have any plans to do so in the future. Furthermore, if any user or other third party starts a liquidity pool we have no liability whatsoever with regard to such liquidity pool, and the exchange of \$JUNGLECOINS. Fluctuations in the price of other digital assets could significantly and adversely affect the \$JUNGLECOINS.
- **Laws and Regulations.** Legislative and regulatory changes or actions may adversely affect our website’s operation, as well as the use, transfer, and therefore the potential utility or value of \$JUNGLECOINS.
- **Blockchain and Software Related Risks.** Any transfer of \$JUNGLECOINS occurs within supporting the Ethereum blockchain network. Upgrades to the Ethereum blockchain network, or to cryptocurrency wallets, a hard fork in the Ethereum blockchain network, or any change in the transaction confirmation procedure on the blockchain may have adverse effects on \$JUNGLECOINS, or on the Site or Services. Furthermore, you accept and acknowledge that communication failures, error, distortions, delays, hardware or software failure, or any risk related to malicious software, viruses, cyber-attacks or other attacks, fraud, unauthorized access to information stored within your cryptocurrency wallet, and other technological risks exist and which may prevent your access to or use of \$JUNGLECOINS or the Services.
- **Not a legal tender.** \$JUNGLECOINS are not backed by any government or governmental authority and do not constitute a legal tender.
- **Irreversibility.** Staking or any other use of \$JUNGLECOINS and any losses related thereto (including with regard to accidental transactions) may be irreversible and unrecoverable.

You understand and agree that you are solely responsible for determining the potential value or potential loss related to the aforementioned or other risks for yourself. You understand and agree that you access and use the Services at your own risk. Under no circumstances shall we be responsible for any failures, disruptions, errors, or distortions you may experience when using the Services nor for any loss or damage related thereto.

By staking your Royal Cubs NFT, your NFT is deposited in and governed by a smart contract. While your NFT is staked, you will no longer see it in your wallet or on your OpenSea collection.

### **Taxes**

You are solely responsible to determine what, if any, and pay any and all sales, use, value-added and other taxes, duties, and assessment now or hereafter claimed or imposed by any governmental authority, associated with the staking or other use of your \$JUNGLECOINS. We are not responsible for determining the taxes that may apply to your \$JUNGLECOINS.

### **Disclaimers & No Warranty**

We are not responsible for any such communications or promotional activities that may be carried out by third parties and will not be liable to you in relation to any such communications or promotional activities.

No representations or warranties expressed or implied, are given regarding the legal or other consequences resulting from the use of the Services. The information contained therein is provided for general information only. Your use of the Site, the Services or of the \$JUNGLECOINS is at your sole discretion, subject to these terms.

THE STAKING, THE \$JUNGLECOINS AND ANY OTHER SERVICES AVAILABLE ON THE SITE, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND FROM US. WE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICES OR THE \$JUNGLECOINS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICES OR THE \$JUNGLECOINS; OR (II) THAT THE SERVICES OR THE \$JUNGLECOINS WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF THE \$JUNGLECOINS OR OF ANY INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICES; (IV) THAT THE SERVICES OR THE \$JUNGLECOINS MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) WE MAKE NO COMMITMENT TO UPDATE THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICES.

We will also not be in any way responsible or liable to you for any loss and take no responsibility or liability or representation for, and will not be liable or responsible to you for, any use of the Site or Services or the \$JUNGLECOINS including but not limited to, any losses, damages, or claims arising from: (i) user errors, including incorrect transactions, forgetting your password(s) or keys, mistyped or otherwise wrong cryptocurrency wallet addresses or other addresses, wrong address; (ii) any loss of \$JUNGLECOINS; (iii) data loss or any systems or server failure; (iv) wallet files which might be corrupted; (v) smart contract code errors.

If you choose to rely on information which you have obtained using the Site or Services you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

Any items purchased in \$JUNGLECOIN or any other currency in our jungle marketplace are non-refundable.

FOR THE AVOIDANCE OF DOUBT, THE STAKING MECHANISM AND THE \$JUNGLECOINS ARE OFFERED AS A UTILITY, WITH THE VIEW OF PROVIDING CERTAIN BENEFITS AND INCENTIVES TO THE COMMUNITY, WITHIN THE ROYAL CUBS ECOSYSTEM. NOTWITHSTANDING, WE DO NOT REPRESENT THAT THE \$JUNGLECOINS WILL HAVE ANY UTILITY OR VALUE WHATSOEVER OUTSIDE OF THE ROYAL CUBS ECOSYSTEM, NOW OR IN THE FUTURE.

### **Limitation of Liability**

IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES OR THE \$JUNGLECOINS, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OR THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICES OR THE \$JUNGLECOINS, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN ANY APPLICABLE JURISDICTION.

In addition to the foregoing, we assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any content. We are not responsible for any problems or technical malfunction of any telephone or cellular phone network or lines, computer online systems, servers or providers, computer equipment, electronic equipment, blockchain, cryptocurrency wallet, hardware, software, failure of any email due to technical problems or traffic congestion on the Internet or on the Site, including any injury or damage to users or to any person's mobile device or computer related to or resulting from participation or downloading materials in connection with the Site or Services. UNDER NO CIRCUMSTANCES SHALL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SERVICES OR FROM ANY CONTENT PROVIDED OR POSTED ON OR THROUGH THE SERVICES.

### **Indemnities**

You hereby agree to indemnify and hold us, our affiliates, licensees, directors, employees, agents and advisors harmless for any claims, matters, complaints, costs, liabilities and actions arising out of our engagement with you in connection to the Services, \$JUNGLECOINS, including but not limited to (i) your failure to comply with applicable laws, rules and regulations (ii) any claim of infringement or misappropriation upon any user or any third party's rights, including but not limited to any privacy rights and/or intellectual property rights in the \$JUNGLECOINS (iii) arising from your breach of these terms; (iv) your use or misuse of the Site, the \$JUNGLECOINS or Services. You agree to promptly notify us of any third-party claims and fully cooperate with us in defending such claims at your sole expense. You further agree that We shall have control of the defence or settlement of any such claims.

The abovementioned indemnity clause is in addition to, and is not in any way a substitute of any other indemnity that may be agreed upon in a written agreement between you and us.

### **Dispute Resolution**

**ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW OR WHERE PROHIBITED BY LAW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING,**

## **INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

These terms shall be interpreted, construed and enforced exclusively in accordance with the laws of England and Wales without regard to principles of conflict of laws. Any civil action or legal proceeding arising out of or relating to these Terms will be brought under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The arbitration shall be held in the English language and the place of arbitration shall be London, England. The arbitrator's decision will be final and binding upon the Parties. All arbitration costs and expenses, including the arbitrator's fees, will be borne equally by the Parties, unless otherwise awarded by the arbitrator in his discretion. Each Party hereby waives any forum non convenience claim in connection with said arbitration or any similar objection or any claims against the enforcement of the arbitrator's ruling in any applicable jurisdiction. If a court of competent jurisdiction should find any part of these terms invalid, that provision will be omitted and the remainder of these terms remains in effect and be construed so as to best effectuate the original intent and purpose of these terms. Any cause of action against us must be brought within one (1) year of the date such cause of action arose.

### **Miscellaneous**

In the event that any provision of these terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these terms shall remain in full force and effect. Nothing in these terms creates any agency, employment, joint venture, or partnership relationship between you and us or authorizes you to act on behalf of us. We may assign our rights and obligations hereunder to any third party without prior notice. You shall not assign any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. All provisions of these terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.