

TERMS OF USE

These Terms of Use (“Terms”) embody our legal commitments and establish a binding agreement between CoinLock Protector LLC (registration number: 3277 LLC 2023), headquartered at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, Saint Vincent and the Grenadines (referred to as "we", "us", "our", or the "Company"), and you, the user of our Platform and Services.

Take the time to read through these Terms thoroughly to ensure comprehension. By clicking the “Accept” button on the Platform, you automatically acknowledge and agree to be legally bound by these Terms. If you disagree with any aspect of the Terms, it's important not to proceed with accessing the Platform or using our Services. Additionally, we urge you to review our Privacy Policy, which is an integral part of these Terms. The Privacy Policy outlines how we handle your personal data.

Periodically, we may revise and update these Terms, with the most recent version being posted on the Platform. You may receive an invitation to review and accept the revised Terms to maintain access to the Platform and utilize our Services. We advise all users to routinely review the Terms on the Platform. You have the option to print and save a copy of these Terms for your records. By continuing to access the Platform and use the Services, you are considered to have accepted the updated Terms.

If you believe there is an error in these Terms or if you have any questions, please don't hesitate to contact us for discussion at support@cybro.io. In the event that we need to communicate with you, we will do so in writing via the email address provided by you. Therefore, it's crucial to confirm that you have provided a valid email address that is used personally by you. Please note that the terms "writing" or "written" in these terms encompass communication via email.

Definitions

“**Account**” means a virtual account on the Platform.

“**AML/CFT**” means Anti-Money laundering and combating the Financing of Terrorism

“**Applicable Law**” means any acts, statutes, regulations, ordinance, treaties, guidelines, policies issued by any governmental organizations, or regulatory bodies, including but not limited to the Saint Vincent and the Grenadines Laws.

“**CYBRO Token**” means a cryptographic digital token and a software-created and released by the Company. CYBRO Token grants access to Services and features offered by the Platform.

“**Content**” means all contents of the Platform, including any logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text and other written and multimedia materials, and requirement, product, services, advertising material, software, code as well as any data, files, archives, folders or downloads available on the Platform.

“**Know Your Customer or KYC**” means the process of collecting and verifying User’s information and documentation as required according to AML/CFT rules and Applicable Law.

“**Platform**” means a computer program with relevant user interfaces available on the website <https://cybro.io/>, and any related software made available for access to use the Services.

“**Projects**” means IDO projects placed on the Platform in which Users can participate if certain conditions are met.

“Prohibited Jurisdictions” means Democratic People’s Republic of Korea, Iran, Myanmar, United States, Syria, Central African Republic, Democratic Republic of Congo, Eritrea, Guinea-Bissau, Iraq, Lebanon, Libya, Mali, Somalia, South Sudan, Sudan, Yemen or other country or territory included in the OFAC or any other UN, EU or other applicable sanctions list.

“Services” means services available on the Platform as described in these Terms

“User” means a person who signed up with an Account on the Platform.

“Wallet” means a service that can be used for the purpose of keeping, storing, and transferring Cryptocurrency and other tokens.

“Cryptocurrency” means a digital representation of value that can be digitally traded, or transferred, and can be used for payment or investment purposes. Virtual assets do not include digital representations of fiat currencies, securities, and other corresponding financial assets.

Registration and Representations

To access the Platform and utilize the Services, it is necessary to have signed up with an Account. By registering an Account, you agree to furnish complete and accurate information as requested. Additionally, you commit to regularly updating your provided information to ensure its integrity and accuracy. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Platform and using the Services (or any portion thereof).

The Company reserves the right, at its sole discretion and without any liability to you, to decline registration of an Account if the provided information is found to be outdated, incomplete, or incorrect.

Registration of multiple Accounts is prohibited. The Company retains the right to block Users found to have two or more Accounts.

Upon registering an Account, you affirm the following:

1. You have not been previously barred or suspended from accessing the Platform.
2. Your utilization of the Platform and Services complies with all Applicable Laws.
3. You acknowledge the inherent risk of potential loss of Cryptocurrency or other valuable funds, for which the Company bears no responsibility. Your decision to access the Platform and utilize the Services is entirely at your discretion and risk. You explicitly accept full accountability for any resulting consequences and acknowledge that the Company bears no liability in this matter.
4. You are solely liable for any taxes applicable to Cryptocurrency transactions conducted through the Platform.
5. You are of legal age, 18 or older.
6. You possess the necessary legal authority and capability to access the Platform in compliance with these Terms.
7. You are not a citizen or resident of any Prohibited Jurisdictions, and you have no affiliations with such regions.
8. You understand that projects related to cryptographic tokens, blockchain technology, or distributed ledger technology are new and relatively untested, and their performance may be affected by various factors beyond the control of both us and our Users. We bear no responsibility for any adverse changes in market conditions, technology, or regulatory environment impacting our performance under these Terms.

9. You are solely responsible for all activities carried out on or through your Account.
10. You agree not to share your Account credentials with any other individual or allow unauthorized use. Any activities conducted using your credentials will be deemed authorized by you. We reserve the right to suspend or terminate your Account access if unauthorized access or use is suspected, without incurring any liability.
11. If, at our discretion, we determine that your Account is being used inappropriately, we reserve the right to suspend or terminate your Account access without liability.
12. You have thoroughly reviewed, understood, and agreed to these Terms and associated documentation in their entirety.

The Company strictly prohibits any involvement in illicit activities, including but not limited to money laundering, terrorist financing, or violations of trade sanctions, in accordance with the laws, regulations, and standards of various jurisdictions. Consequently, the Platform and Services are not extended to individuals or entities listed on any Politically Exposed Persons ("PEP") lists, or those subject to sanctions or watch lists imposed by the United States, European Union, or other global entities. By creating an account, you confirm that you are not listed on any such watchlists.

In instances where we do not verify the identities of individuals using an Account, we cannot be held liable for any unauthorized use of the Account by third parties. Should you become aware of any unauthorized activity on your Account, it is imperative to notify us immediately. Please be aware that we may require verification of your identity and confirmation of Account ownership

Identification and Verification

We reserve the right, based on our sole discretion, to collect specific personal information from you to ensure compliance with various laws, regulations, and policies, including those governing Anti-Money Laundering/Combating the Financing of Terrorism (AML/CFT) requirements. You should provide us with the requested information promptly; failure to do so may result in restrictions being imposed on your Account.

The Know Your Customer (KYC) process may be essential for accessing the Platform, utilizing our Services, and participating in certain Projects. Consequently, we maintain the following rights:

1. Requesting any relevant information and documentation necessary for conducting KYC in accordance with AML/CFT regulations or Applicable laws.
2. Temporarily restricting an Account until completion of the KYC procedures.
3. Denying access to the Platform, use of our Services, or participation in Projects if there are valid suspicions regarding a User's presence on sanctions lists or violation of pertinent AML/CFT regulations or Applicable laws. We also reserve the right to cooperate with competent authorities or investigations in compliance with lawful court orders.
4. Disclosing KYC information to governmental agencies or regulators as mandated by valid requests or court orders.

In cases where there are reasonable grounds to suspect that User transactions or Service utilization may be associated with dubious or illegal activities, we reserve the right to suspend, restrict, or delete Accounts as necessary. Please note that any resulting damages or losses incurred by Users in such instances shall not be attributed to the Company.

You acknowledge that we may choose to disclose information or delegate KYC procedures to third-party service providers, who may require you to agree to their own terms and conditions or privacy policies.

CYBRO Tokens

CYBRO Tokens play a pivotal role within the Platform and Services. Classified as utility tokens, CYBRO Tokens are designed solely for use within the Platform. It's important to note that CYBRO Tokens do not grant any rights, explicit or implied, beyond the right to utilize them as a means of participation in Projects and Services, in accordance with their intended purpose.

These tokens, along with any associated benefits, are not intended to function as digital currency, securities, commodities, or any other financial instruments. They do not confer corporate rights or stakes, nor do they entitle holders to future revenue shares, intellectual property rights, or any other form of participation in or relating to the Company. Holders of CYBRO Tokens do not have entitlements to dividends, revenue rights, or voting rights within the Company. Their rights are limited to those associated with the Platform and Services, as outlined in these Terms.

It's acknowledged and agreed that the Platform is in its early developmental stages and may undergo significant changes over time. Users must understand and accept that upgrades to CYBRO Tokens may be necessary. Choosing not to participate in such upgrades may result in the inability to use CYBRO Tokens, with non-upgraded tokens losing their functionality entirely.

Users also acknowledge and agree to the following risks associated with accessing, purchasing, selling, using, or holding CYBRO Tokens:

1. Legal impediments in certain jurisdictions may restrict or eliminate the Company's ability to provide CYBRO Tokens.
2. Regulatory actions that could impact the use, transfer, exchange, and value of CYBRO Tokens.
3. Risks of theft, hacking, or other malicious attacks.
4. Security vulnerabilities within the Platform, code, or associated software and infrastructure.
5. Risks of a total loss of value or purchase price of CYBRO Tokens.
6. Risks of blockchain malfunction, internet transmission, and other unanticipated risks.
7. Risks of transactions being irreversible.

Users understand that the price and liquidity of blockchain assets, including utility tokens like CYBRO Tokens, can be highly volatile and subject to significant fluctuations. Additionally, CYBRO Tokens are not legal tender and are not backed by any government.

By accepting these Terms and purchasing CYBRO Tokens, users expressly acknowledge, accept, and assume all risks outlined herein. All risk of loss transfers to the user upon purchase of CYBRO Tokens. Users are solely responsible for evaluating the risks associated with CYBRO Tokens and agree that the Company will not be liable for any damages resulting from such risks.

The acquisition and utilization of CYBRO Tokens are governed by the following terms

During timeframes designated on the Platform, CYBRO Tokens may be acquired solely for the purpose of accessing Platform features, Services, and participating in Projects, with a full awareness of associated risks. It's understood that CYBRO Tokens are not acquired for investment, speculative, or financial purposes.

CYBRO Tokens can be purchased directly from the Company through the Platform. To facilitate such purchases, users must possess a compatible Wallet associated with the supported blockchain network, sign it, and provide the relevant address. The Company reserves the right to offer additional guidance on specific Wallet requirements. Users explicitly waive the right to seek reimbursement for any lost or misplaced CYBRO Token payments or receipts due to non-compliance with such guidelines. The Company shall not be held responsible for any delays, losses, costs, non-deliveries, or other issues arising from failure to provide or inaccurately providing a Wallet address.

Payment for CYBRO Tokens will be accepted in native coins (ETH, BNB, or MATIC) or USDT, with the exchange rate determined solely by the Company. The Company lacks insight or control over blockchain payments or transactions and cannot reverse any transactions, thus absolving itself of liability for any resulting claims or damages. CYBRO Tokens purchased through the Platform will be distributed and delivered as described on the Platform. However, the Company reserves the right to extend delivery deadlines by up to 72 hours to address unforeseen technical difficulties or security issues.

The purchase price for CYBRO Tokens excludes all applicable taxes. Users are solely responsible for determining and fulfilling any tax obligations associated with their purchase, including sales, use, value-added, or similar taxes. The Company will not withhold, collect, report, or remit any such taxes, and users agree not to hold the Company liable for any tax liabilities arising from CYBRO Token transactions.

CYBRO Token purchases are final, with no refunds or cancellations except as required by applicable law or regulation. Users waive any statutory or contractual right to withdraw from or rescind purchases. The Company reserves the right to refuse or cancel CYBRO Token purchase requests at its discretion.

If purchasing CYBRO Tokens on behalf of a legal entity, users represent and warrant that the entity is duly organized and authorized to act on its behalf. Users also represent and warrant that they possess sufficient understanding of utility tokens, have obtained adequate information about CYBRO Tokens, comply with Applicable Law, and waive the right to participate in class action lawsuits against entities involved in CYBRO Token distribution.

CYBRO Tokens grant access to tiered Projects, subject to the terms outlined for each specific Project. The Company may offer special programs providing rewards, such as free CYBRO Tokens, as incentives for user contributions to the Platform ecosystem and participation in Projects.

Intellectual Property Rights

Content provided on the Platform serves as general information for personal use only and should not be relied upon as financial or investment advice. Prior to taking any action based on such Content, it is essential to seek professional or specialist advice.

We and our partners retain exclusive ownership of all rights, title, and interest in the Platform, related software, and the Content, including associated intellectual property rights. This encompasses source and object code, trademarks, logos, graphics, photographs, videos, animations, copyrightable gameplay, and texts. Specifically, any elements containing "CoinLock Protector" or "CYBRO" are our exclusive property. These Terms do not imply the transfer of intellectual property rights unless explicitly stated. Unauthorized use of any Intellectual Property is prohibited without our express, prior, written consent.

You are granted a non-exclusive, non-transferable, non-assignable, revocable license to access and utilize the Platform and related software strictly in accordance with these Terms. Use of any Content is only permitted as expressly allowed under these Terms or with our explicit permission. Reverse engineering, decompiling, disassembling, or modifying the Platform in any manner is strictly prohibited.

You agree not to copy, rent, lease, sublicense, loan, translate, merge, adapt, vary, alter, modify, or combine the Platform or related software with other programs, and to adhere to the rules outlined in these Terms.

Service Availability

The Company cannot guarantee that the Platform will always be available, uninterrupted, timely, secure, or free from bugs, viruses, errors, or omissions. There may be occasions when the Platform is inaccessible due to maintenance or technical issues. Additionally, we reserve the right to change, suspend, or discontinue certain Services without prior notice.

While we make reasonable efforts to provide access to the Platform and Services, we are not liable for any non-performance of our obligations under these Terms if prevented by events beyond our reasonable control.

We will endeavor to ensure the Platform and related software are free from viruses and malicious software, but we recommend using appropriate anti-virus software as a precaution.

External Links and Third-Party Services

On certain pages, you may encounter links to third-party websites and advertisements. These links are provided by third parties and not by us. While we do not endorse any third-party website, we do supply links to our trusted third-party services for users to purchase CYBRO Tokens or proceed with KYC.

Subject to Applicable Law, we are not responsible or liable for anything that occurs to you or your data when you visit these third-party websites or use third-party services.

If you visit any third-party website, please be aware that it may have its own terms of use, license agreement, and privacy policy that you should review.

Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify, defend, and hold harmless the Company and its partners from any and all actual or threatened claims,

lawsuits, demands, actions, investigations, liabilities, judgments, damages, penalties, interests, fees, losses, expenses (including attorneys' fees and expenses), and costs arising from or related to:

1. Your purchase, acquisition, or use of CYBRO Token or the Platform.
2. Your performance or non-performance of responsibilities or obligations under these Terms.
3. Your breach or violation of these Terms.
4. Any inaccuracies in representations or warranties made by you.
5. Your violation of the rights (including intellectual property rights) of any other person or entity.
6. Any negligent, unlawful, or willfully misconduct acts or omissions by you.

This indemnity is in addition to, and not in lieu of, any other remedies available under applicable law. If the Company or its partners are required to respond to a third-party subpoena or other compulsory legal order, you will also reimburse reasonable attorney fees and costs incurred in responding to such orders.

You agree to promptly notify the Company of any third-party claims, actions, or proceedings involving the Company resulting from these Terms. The Company may participate in such proceedings with counsel of its choosing.

Disclaimer

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING BY US:

THE PLATFORM, CYBRO TOKENS, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND. WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS RELATING TO THE TOKENS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE DO NOT REPRESENT OR WARRANT THAT THE PLATFORM, CYBRO TOKENS, AND THE SERVICES ARE RELIABLE, CURRENT, ERROR-FREE, DEFECT-FREE, MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. ADDITIONALLY, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE PLATFORM, CYBRO TOKENS, AND THE SERVICES, OR THE DELIVERY MECHANISM FOR CYBRO TOKENS, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION,

WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY, THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE CYBRO TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR CYBRO TOKENS.

We are also not responsible for the following types of loss or damage that may arise:

1. Unauthorized persons who have gained access to your Account (including minors or unauthorized third parties).
2. Loss or liability incurred by you as a result of accidentally making a purchase.
3. Users are advised to exercise due diligence when communicating or responding to any social media platform accounts in the name of CYBRO. We urge users to take precautions when divulging information and to verify the validity of the source. If in any doubt, contact support@cybro.io. We make every effort to inform our users via our social media platforms of any persons/companies or potential scams that may be impersonating us.

Miscellaneous

Force Majeure. We will not be in breach of these Terms or liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any event, circumstance, or cause beyond our reasonable control. The Parties agree that due to the specific nature of the blockchain field, the circumstances of force majeure shall include, but shall not be limited to, hacker attacks, market disturbances, change of laws or regulations, adverse regulatory or enforcement action of public authorities, technical failures, and the like.

Governing Law, Jurisdiction and Disputes Resolution. These Terms, your access to the Platform, use of the Services, and other related activities will be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines. Any dispute, claim, or controversy arising out of or relating to these Terms or the existence, breach, termination, enforcement, interpretation, or validity thereof, or your access to the Platform and use of the Services, whether before or after the date you agreed to the Terms, will be settled by the courts of Saint Vincent and the Grenadines. This will preclude you from bringing any class, collective, or representative action against us, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against us by someone else. Prior to filing any claims in accordance with this clause, you undertake to send such a claim or request directly to the Company via email. You agree that you will not file any claims in accordance with this clause earlier than 30 (thirty) days after sending such a claim or request to the Company in accordance with this clause. Any claim filed with the court contrary to the rules set out in this clause shall be rejected immediately by the tribunal as premature.

Consumer rights. By using Services, purchasing CYBRO Tokens, and participating in the Projects, you waive any consumer protection rights and distance selling rights you may have under any Applicable Law, and agree that the Company shall not be liable for any damages, losses, or other liabilities arising from this. You, as a user of Services, purchaser of CYBRO Token, and participant of the Projects, warrant to the Company that you are not acting as a

consumer, and the provisions of any applicable consumer protection rules or any consumer protection rights, including distance selling rules, shall be excluded to the fullest extent permitted by any applicable law.

Assignment. The Company may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from the Company.

No waiver. The Company's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

No partnership or agency. Our agreement does not create any form of partnership, joint venture, or similar relationship between the Parties. Except as otherwise provided herein, these Terms are intended solely for the benefit of the Parties and are not intended to confer third-party beneficiary rights upon any other person or entity.

Severability. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by Applicable Law.

Notices and Communication. We may provide any notice to you under these Terms by posting a notice on the Platform or sending an email to the email associated with you. Notices we provide by posting on the Platform will be effective upon posting, and notices we provide by email will be effective when we send the email. All communications and notices to be made or given pursuant to these Terms must be written in the English language. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form. You may contact us by email: support@cybro.io.