

Last updated on May, 31st, 2022

These terms and conditions (these “Terms” ) constitute a binding legal agreement between each individual, entity, group or association who views, interacts, links to or otherwise uses or derives any benefit from the App (as defined below) ( “Users” ) and RociFi Labs PTE LTD, a Singapore company limited by shares (the owner/operator of the App) and each of its successors and assigns (the “App Operator” ). By using or clicking “I agree”, you agree that you have carefully read and accept all of the below terms and conditions. Please contact us at [Discord](#) or [Telegram](#) for any questions or issues.

## 1. Eligibility

To be eligible to use the Services, you must be at least 18 years old or qualify as an adult in your country of residence. If you are using our Services on behalf of a legal entity, you further represent and warrant that: (a) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (b) you are duly authorized by such legal entity to act on its behalf.

You can only use the Services if permitted under the laws of your jurisdiction. Please make sure that these Terms are in compliance with all laws, rules, and regulations that apply to you.

## 2. RociFi Services

RociFi provides technological management of pools that match depositors’ capital with borrowers and allow low risk scored borrowers to borrow loans with reduced collateral.

- Borrowers on RociFi can access 30-day fixed-rate loans with reduced collateral of 70-80% of borrowed value, e.g. \$800 collateral for \$1000 loan.
- Borrowers who receive credit risk scores of 1-6 will have access to under-collateralized loans. Scores 7-10 will have access to over-collateralized loans at attractive LTVs.
- Borrower’s credit risk scores are based upon credit, trust, and reputation history - a few dozens of data points analyzed from connected wallet’s transaction history by RociFi’s ML-based scoring algorithm.
- Upon maturity, borrowers must repay principal plus interest. If a loan is not repaid after maturity, the borrower’s collateral is liquidated and deposited back into the lending pool.

- Borrowers who default will be tagged as “defaulters” by RociFi and ecosystem partners and have their addresses doxxed via social channels. If loans are not repaid, Defaulters will be banned from RociFi forever with zero tolerance.

In-depth details on RociFi’s credit scoring methodology can be found [here](#).

Lenders on RociFi can earn high, stable APYs by depositing capital into any one of our three lending pools based upon their risk tolerance.

## 2.1 Borrowers of under-collateralized loans

Important! Borrowers must repay debt (principal plus interest plus late repayment fees amount) within 35 days after the loan disbursement.

By agreeing to these terms and conditions, I agree that in case of non-repayment on-time RociFi has the right to publicly share digital identity of the debtor (f.e. Borrower’s Twitter handle) and debt amount via own social media and social media of its community until the total debt amount is repaid.

## 2.2 Prohibited activities

You may not access or use the Site and Protocol for any purpose other than that for which we make the Site and Protocol available. The Site and Protocol may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site and Protocol, you agree not to:

1. Retrieve data or other content from the Site and Protocol to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Trick, defraud, or mislead us or other users, especially in any attempt to learn sensitive account information such as user passwords.
3. Circumvent, disable, or otherwise interfere with security-related features of the Site and Protocol, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and Protocol and/or the Content contained therein.
4. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site and Protocol.
5. Use any information obtained from the Site and Protocol in order to harass, abuse, or

harm another person.

6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Use the Site and Protocol in a manner inconsistent with any applicable laws or regulations.
8. Use the Site and Protocol to advertise or offer to sell goods and services.
9. Engage in unauthorized framing of or linking to the Site and Protocol.
10. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site and Protocol or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site and Protocol.
11. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
12. Delete the copyright or other proprietary rights notice from any Content.
13. Attempt to impersonate another user or person or use the username of another user.
14. Sell or otherwise transfer your profile.
15. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
16. Interfere with, disrupt, or create an undue burden on the Site and Protocol or the networks or services connected to the Site and Protocol.
17. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site and Protocol to you.
18. Attempt to bypass any measures of the Site and Protocol designed to prevent or restrict access to the Site and Protocol, or any portion of the Site and Protocol.
19. Copy or adapt the Site and Protocol's software.
20. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site and Protocol.
21. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site and Protocol, or

using or launching any unauthorized script or other software.

22. Use a buying agent or purchasing agent to make purchases on the Site and Protocol.

23. Make any unauthorized use of the Site and Protocol, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

24. Use the Site and Protocol as part of any effort to compete with us or otherwise use the Site and Protocol and/or the Content for any revenue-generating endeavor or commercial enterprise.

### 3. Availability of RociFi Services

We may change, update or suspend the Services, temporarily or indefinitely, so as to carry out works including, but not limited to: software updates, maintenance operations, amendments to the servers, bug fixes etc. We will make reasonable efforts to give you prior notice of any significant disruption of RociFi Services.

RociFi does not guarantee the correct functioning of the Services in the event of the installation or use of programs or applications that do not conform to Service specifications and technical standards.

Please note that when a RociFi Service is unavailable or suspended, you can always recover your Private Keys using your 24-Recovery Phrase on any compatible Wallet.

#### 3.1 Underlying blockchain protocols

All transactions created through RociFi Services are confirmed and recorded in associated blockchain networks. Such networks are decentralized peer-to-peer networks run by independent third parties, which RociFi does not own, control or operate. We have no control over blockchain networks and, therefore, cannot and do not ensure that the transactions you broadcast on RociFi Services will be confirmed and processed. You acknowledge that we do not store, send, or receive Crypto Assets and you agree that the transactions you configure on RociFi Services may fail, or may be substantially delayed by the underlying blockchain networks.

On occasions, the blockchain protocol of a given Crypto Asset may change, which may have consequences on its key characteristics including but not limited to their availability, name, security, valuation or the way it operates. Forks entail that forked Crypto Assets may be misdirected or replicated. In any such events, RociFi may decide, at its discretion, to suspend

support of the impacted Crypto Asset for as long as RociFi deems necessary. When it so decides, RociFi will endeavor to give you advance notice, but may not be able to. You should keep yourself apprised of such events and make all necessary arrangements.

## 4. Intellectual Property

RociFi respects the intellectual property of others and we ask our Users to do the same. You acknowledge and agree that, with the exception of Materials released or anyway made available pursuant to public license agreements, open source, MIT, or other non-proprietary license schemes normally used by the RociFi community, RociFi owns all copyrights, trademarks, know-how or any other intellectual property rights in respect of the software, text, video, audio, artwork, logos, layout of the protocol and application.

### 4.1 Trademarks

The trademarks, service marks and logos of RociFi and others used in the Services (“Trademarks”) are the property of RociFi and their respective owners. It is strictly prohibited to use these Trademarks without our express written authorisation or the express written authorisation of any third parties.

### 4.1 Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site and Protocol provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## 5. Privacy Policy

We may use third-party Service Providers to monitor and analyze the use of our Service.

In this Privacy Policy, 'us' 'we' or 'our' means RociFi. We are committed to respecting your privacy. Our Privacy Policy sets out how we collect, use, store and disclose your personal information. This Privacy Policy applies to our services, which include the services we provide on <https://roci.fi> or any other websites, pages, features, or content we own or operate or when you use related services. If you do not agree with the terms of this Privacy Policy, do not access or use the services, websites, or any other aspect of our business. By providing personal information to us, you consent to our collection, use and disclosure of your personal information in accordance with this Privacy Policy and any other arrangements that apply between us. We may change our Privacy Policy from time to time by publishing changes to it on our website. We encourage you to check our website periodically to ensure that you are aware of our current Privacy Policy. Personal information includes information or an opinion about an individual that is reasonably identifiable.

What personal information do we collect?

We may collect the following types of personal information:

- transactional information, such as information about the transactions you make on our services, such as the type, time or amount of a transaction;
- correspondence, such as your feedback or questionnaire and other survey responses;
- online identifiers, such as your blockchain address, device ID, device type, geo-location information, computer and connection information, statistics on page views, traffic to and from the sites, ad data, IP address and standard web log information;
- usage data, such as user preferences and other data collected;
- details of the products and services we have provided to you or that you have enquired about, including any additional information necessary to deliver those products and services and respond to your enquiries;
- any additional information relating to you that you provide to us directly through our website or app or indirectly through your use of our website or app or online presence or through other websites or accounts from which you permit us to collect information; or
- any other personal information that may be required in order to facilitate your dealings with us.

## How do we collect personal information?

We may collect these types of personal information either directly from you, or from third parties.

We may collect this information when you:

- register on our website or app;
- communicate with us through correspondence, chats, email, or when you share information with us from other social applications, services or websites; or
- interact with our sites, services, content and advertising.

## Why do we collect, use and disclose personal information?

- We may collect, hold, use and disclose your personal information for the following purposes:
- to enable you to access and use our website, services and app;
- to operate, protect, improve and optimise our website, services and app, business and our users' experience, such as to perform analytics, conduct research and for advertising and marketing;
- to send you service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by you;
- to send you marketing and promotional messages and other information that may be of interest to you, including information sent by, or on behalf of, our business partners that we think you may find interesting;
- to administer rewards, surveys, contests, or other promotional activities or events sponsored or managed by us or our business partners;
- to comply with our legal obligations, resolve any disputes that we may have with any of our users, and enforce our agreements with third parties; and
- to consider your employment application.

We may also disclose your personal information to a trusted third party who also holds other information about you. This third party may combine that information in order to enable it and us to develop anonymised consumer insights so that we can better understand your preferences

and interests, personalize your experience and enhance the products and services that you receive.

Do we use your personal information for direct marketing?

We and/or our carefully selected business partners may send you direct marketing communications and information about our service and products. This may take the form of emails, Discord messages, or other forms of communication, in accordance with the OECD Guidelines on the Protection of Privacy and Transborder Flows of Personal Data. You may opt-out of receiving marketing materials from us by contacting us using the details set out below or by using the opt-out facilities provided (e.g. an unsubscribe link).

To whom do we disclose your personal information?

We may disclose personal information for the purposes described in this privacy policy to:

- third party suppliers and service providers (including providers for the operation of our websites and/or our business or in connection with providing our products and services to you);
- our existing or potential agents, business partners or partners;
- our sponsors or promoters of any competition that we conduct via our services;
- anyone to whom our assets or businesses (or any part of them) are transferred;
- specific third parties authorized by you to receive information held by us; and/or
- other persons, including government agencies, regulatory bodies and law enforcement agencies, or as required, authorized or permitted by law.

Disclosure of personal information

When you provide your personal information to us, you consent to the disclosure of your information globally. We will, however, take reasonable steps to ensure that any overseas recipient will deal with such personal information in a way that is consistent with the OECD Guidelines on the Protection of Privacy and Transborder Flows of Personal Data.



## Using our website

We may collect personal information about you when you use and access our website.

While we do not use browsing information to identify you personally, we may record certain information about your use of our website, such as which pages you visit, the time and date of your visit and the internet protocol address assigned to your computer.

## Security

We may hold your personal information in either electronic or hard copy form. We take reasonable steps to protect your personal information from misuse, interference and loss, as well as unauthorized access, modification or disclosure and we use a number of physical, administrative, personnel and technical measures to protect your personal information. However, we cannot guarantee the security of your personal information.

## Integrated third party services

Various third party services are integrated with our website, including MetaMask. Unless expressly stated otherwise, we are not responsible for the privacy practices of integrated third party services, and have no control over or rights in those linked services. The privacy policies that apply to integrated third party services may differ substantially from our Privacy Policy, so we encourage individuals to read them before using those services.

## Accessing or correcting your personal information

You can access the personal information we hold about you by contacting the project team on Discord. Sometimes, we may not be able to provide you with access to all of your personal information and, where this is the case, we will tell you why. We may also need to verify your identity when you request your personal information.

If you think that any personal information we hold about you is inaccurate, please contact us and we will take reasonable steps to ensure that it is corrected.

## Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en>.

## 6. Links To Other Websites

Our Service may contain links to third party web sites or services that are not owned or controlled by RociFi Labs. RociFi Labs has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT ROCIFI LABS SHALL NOT BE RESPONSIBLE OR 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 THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

## 7. Limitation Of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ROCIFI LABS AND ITS DIRECTORS AND EMPLOYEES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE

LOSSES, RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICES (II) ANY CHANGES MADE TO THE SERVICE OR ANY SUSPENSION OR CESSATION OF THE SERVICES OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; AND (V) ANY OTHER MATTER RELATING TO THE SERVICE.

## 8. Disclaimer Of Warranty

THESE SERVICES ARE PROVIDED BY COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 9. Termination

These Terms of Use shall remain in full force and effect while you use the Site and Protocol. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE AND PROTOCOL (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE AND PROTOCOL OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## 10. Applicable law

These Terms will be governed by and interpreted in accordance with the laws of Singapore. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by the competent courts of Singapore, Singapore.

You and RociFi agree that any dispute arising out of or related to these Terms or the Services is personal to you and RociFi, and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action, or any other type of representative proceeding.

You and RociFi waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or the Services resolved in court. Instead, for any dispute or claim that you have against RociFi (together with its members, its service providers, its affiliates, and their respective shareholders, employees, directors, agents, service providers and representatives, suppliers, and contractors) or relating in any way to the Services, you agree to first contact RociFi and attempt to resolve the claim informally by sending a written notice of your claim (“Notice”) to RociFi by email at — The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and RociFi cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration.

You and RociFi agree that for any arbitration you initiate, you will incur the filing fee and all other costs. For any arbitration initiated by RociFi, RociFi will incur all fees and costs.

Any claim arising out of, or related to these Terms or the Services, must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and RociFi will not have the right to assert the claim.

## 11. Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

## 12. Miscellaneous

These Terms of Use and any policies or operating rules posted by us on the Site and Protocol or in respect to the Site and Protocol constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others

at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site and Protocol. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

### **13. Acknowledgement**

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM