



TERMS OF USE

28th January 2024

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LEGAL NOTICE

Spectra is an online service made available by PERSPECTIVE SAS, a French company (*société par actions simplifiée*) registered with the Paris Trade and Companies Register under number 801 407 453, located at 66 avenue des Champs-Élysées, 75008 Paris.

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The Website is mainly hosted by Vercel Inc.

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1. Definitions

Company	Refers to the company mentioned in the legal notice available on the website.
Cryptocurrency	Refers to any digital asset such as a utility token or a digital asset designed to work as a medium of exchange.
Exchange	Refers to the decentralized Cryptocurrencies automated market-maker available on the Website where Users may trade certain Cryptocurrencies including PT and YT.
Yield Token (YT)	Refers to a token generated by the Protocol representing the right to claim the underlying yield associated with a digital asset.
Intellectual Property (IP)	Refers to patents, rights to inventions, copyrights, trademarks, trade names, domain names, database names, software programs and any other intellectual property rights of Company or licensed to Company.
Interest Bearing Token (IBT)	Refers to a token granted by a Lending Protocol representing the user's position and rights in such Lending Protocol, including yields (e.g. aDai).
Lending Protocol	Refers to Third-Party Services qualifying as a decentralized finance protocol where Users have deposited Cryptocurrencies in exchange for IBT.
Principal Tokens (PTs)	Refers to a token generated by the Protocol representing the proof of ownership of the User's digital assets in the Protocol.
Protocol	Refers to the Spectra decentralized finance protocol and all of its features that may be accessed through the Website.
Section	Refers to a numbered paragraph section of these Terms.
Services	Refers to all the services provided by the Company on the Website and, especially, the Services described in article 3 and the Protocol.
Terms of Use (Terms)	Refers to the present terms of use.
Third-Party Services	Refers to services not directly operated by Company but used to provide the Services.
Wallet	Refers to the User's Cryptocurrency non-custodial wallet under his/her sole control.
Website	Refers to the website spectra.finance including any subdomains thereof, and any other websites through which Company makes its Services available.
User	Refers to any natural or legal person who is at least eighteen (18) years old or legal person using/visiting the Website and/or using the Services.
You, Your, Yourself	Refers to you as a User.

2. Foreword

Don't jump over this Section, it contains important information! We would like to alert you that the use of our Services is subject to significant risks and to certain conditions (e.g. that you are at least 18 years old).

1. Please read these Terms carefully before using the Website.
2. The Website is intended for User who is at least eighteen (18) years old.
3. These Terms shall apply from Your first access to the Website and shall remain applicable as long as You use the Website. These Terms apply to all visitors and Users who access the Website.
4. By using the Services, You confirm that You have, in Your country, the capacity to contract and subscribe to the Services and You are deemed to have read and accepted these Terms exhaustively and unconditionally. In the event You do not accept the whole or part of these Terms, You must immediately stop using the Services.
5. Without restriction or reservation, these Terms apply to any use of the Services by Users on its Website.
6. By using the Services, You acknowledge being aware of the financial and technical risks linked to the use of blockchain technology and Cryptocurrencies, especially that:
 - Cryptocurrencies are based on blockchains, an emerging technology that may be at risk of failure, bug, malfunction, breakdown, evolution or disruption;
 - Cryptocurrencies operate on a network without intermediaries and do not benefit from legal tender, unlike currencies issued by central banks;
 - the legal framework of Cryptocurrencies varies according to the jurisdiction in which You are located. Cryptocurrencies may be banned or subject to a regulatory framework that could significantly or totally lower their value;
 - Cryptocurrencies are digital assets whose value is not inherently guaranteed and depends on unregulated markets (in which fraudulent acts may occur under traditional financial regulation). You are exposed to high risks of loss in the event of a drop of Cryptocurrencies' value;
 - the Services may be subject to cyber-attacks (malware, denial of service attacks, Sybil, consensus-based attacks, etc.) and hacking in the course of the whole process from transmitting Your order to the Third-Party Services to its execution and the validation of transactions on the blockchain.
7. If You do not agree to these Terms, You should refrain from using the Protocol and the Services.
8. The Terms of Use available on the Website will prevail over any other version or any other contradictory document.

3. Services

This section describes the Services provided by Spectra.

In a nutshell, Spectra is a service of tokenized yield. It offers you the ability to tokenize yields upfront and trade them on our automated market-making service.

3.1. Scope

9. Company, develops, operates and provides the Protocol, an online application that mainly offers You the ability to (i) use your IBTs in the Services, (i) buy and sell PTs and (iii) buy and sell YTs.

3.2. Accessing the Services

10. In order to use the Services, You must (i) use one of the *non-custodial* Wallet compatible with the Protocol, (ii) be connected to one of the blockchains supported by the Protocol and (iii) be the holder of an IBT supported by the Services.
11. When you access the Service by connecting your Wallet, you authorize the Protocol to interact with your Cryptocurrencies.

3.3. Tokens swap

12. The protocol provides its users with a token swap service.
13. This Third-Party Service is independent of the Company and the Protocol. The Company cannot be held liable for any damage whatsoever caused by this Third-Party Service.

3.4. Exchange

14. Users have access to an Exchange service operated by Third-Party Services.
15. Spectra shall not be liable for any damages in the use of the Exchange, except as otherwise provided in the T&Cs.

3.5. APW token

16. The \$APW token is a Cryptocurrency that will offer You specific governance rights over the governance of the Protocol (e.g. voting rights over the fees generated by the Protocol).
17. The token distribution and allocation have been made available on the Website ([Tokenomics | Spectra Finance](#)).

3.6. Support

18. Support is available through the Website chat or at this email address: contact@spectra.finance.
19. Company undertakes to respond without undue delay, depending on the number of requests in process.

4. User's Wallet

Connect your Wallet to get the most out of Spectra! However, Spectra offers *non-custodial* services.

Therefore, since with great power comes great responsibility, we remind you that you are primarily liable for the security of your Wallet.

20. You must connect Your Wallet to the Services in order to use them. By connecting your Wallet, the Protocol will display Your Wallet information.
21. You may, at any time, log off Your Wallet from the Services.
22. Company will make its best efforts to ensure the security of the Protocol.
23. Nevertheless, it is Your responsibility to take measures to secure Your Wallet (e.g. *keeping the Wallet locked when not in use*) and Your Cryptocurrencies, since the *non-custodial* nature of Cryptocurrency holdings means that You are the only owner of Your Cryptocurrencies and must take measures to secure your Wallet.

5. Pricing/Fees

The use of the Services is not entirely free: You will have to pay for blockchain fees and fees collected by the Protocol to ensure its operation.

24. While using the Protocol, you will have to pay for traditional fees associated with the use of blockchain technologies, such as transaction fees, the cost of which varies according to the underlying blockchain.
25. The use of the Services also implies the payment of *deposit* and *performance* fees collected by Spectra.
26. Deposit fees are collected on all deposits made through the Protocol and their amount varies according to the fees fixed by the Spectra Decentralized Autonomous Organization. Information on performance fees may be found on the Website.
27. Performance fees are collected on all yields generated through the Protocol and their amount varies according to the fees fixed by the Spectra Decentralized Autonomous Organization. Information on performance fees may be found on the Website.

6. User liability

Spectra has obligations, but so do you...

28. You guarantee the Services against any breach, exceeding the foreseeable risk, that may result from the Services' use.

29. You undertake to use the Services only following these Terms. It is not authorized to reconstruct the Services, decompile, disassemble or circumvent the technical restrictions, except if applicable laws permit such operations. It is also prohibited to lend, rent, lease, resell, transfer or host the Services to or for Third-Parties, unless expressly authorized by Company.
30. While using the Website, You shall refrain from any act and/or omission which could: (i) impair the proper functioning of the Protocol, especially if it interferes with the use of the Services by other Users; (ii) damage Company's interests, rights and/or reputation; (iii) damage Third-Parties' Services interests, rights and/or reputation; (iv) be contrary to public order; and (v) be deemed and/or held illicit, illegal or amounting to a contractual breach.
31. Company reserves the right to suspend Your access to the Services, at any time and by any means, without compensation or prior notice, and to seek damages and other legal remedies if You engage in any conduct or activity that is in violation of these Terms, unlawful, fraudulent or detrimental to other Users or the Services.
32. You guarantee Company against any error in the amount of money sent to the Services from Your bank account.

7. No warranties

We work hard to offer you a cutting-edge DeFi protocol but you must be aware that we do not offer any guarantee of any kind and that you are using the Services at your own risk.

7.1. Services

33. The Services and in particular the Protocol are provided on an "AS IS" and "AS AVAILABLE" basis, free of charge, without warranties of any kind and must be operated under Your exclusive responsibility.
34. To the fullest extent permitted by law, the Company disclaims any representations and warranties, whether express, implied, or statutory.
35. You acknowledge and agree that Your use of the Services is at your own risk.

7.2. Information provided on the Website

36. To the exception to these Terms, please note that the information on the Website shall not be regarded as information of a contractual nature and nothing on the Website should be construed as an offer, invitation or solicitation to buy or to sell, or as an offering of Cryptocurrencies.
37. The information available on the Website is provided solely for informational purposes. Even though Company strives to publish complete, accurate, reliable and up-to-date information on the Website, Company does neither represent nor warrant that such information is ultimately complete, accurate, up-to-date and/or fitted to Your particular situation as of the date You access it.

38. As a result, You shall take any and all steps to check and verify the completeness, accuracy, validity and suitability of any and all information accessible on the Website.

7.3. Accessibility of the Website

39. Company does not warrant that Your access and use of the Website, will be uninterrupted, timely and free from errors, defects, malfunctions, viruses, malicious codes or other harmful elements of any kind whatsoever.

8. Liability of Company

Spectra works hard to provide you with a service working day and night, summer and winter. But our team is human and is not immune to accidents or mistakes.

If we make a mistake in the execution of our mission, we will be accountable!

However, we will **not be able to pay you more than what you have given us, unless the law provides otherwise...**

8.1. Limitation of liability

40. Company undertakes to implement all the necessary means to ensure the best delivery of the Services provided.
41. However, under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount you paid to us in exchange for access to and use of the Services, or \$1,000.00, whichever is greater.

8.2. Exclusion of liability

42. Unless otherwise specified by applicable legal provisions, Company shall not be held liable for any claim occurred or aggravated due to the action, intervention or omission of Users, or for: (i) Users errors or omissions in, or loss or damage incurred as a result of the use of any content made available through the Services, including but not limited to the loss by a User of the control over his/her Wallet; (ii) personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Services; (iii) unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein; (iv) interruption or cessation of function related to the Services; (v) unusual or illegal use of the Services offered, by a Third-Party or a User, including in the context of transactions carried out through the Exchange; (vi) the prices displayed on the Website; (vii) any immaterial, indirect, successive, special, exemplary, punitive or consequential damage, arising out of or in connection with these Terms such as a commercial loss, loss of profit or commercial disorder; (viii) external events outside of Company's control, including but not limited to breakdowns or malfunctions of the Services not caused by Company (cyberattack), bugs, viruses, requirements and risks inherent to the protocol (in particular technical failures and volatility of Cryptocurrencies prices), (ix) regulations in force and mandatory in the country of the User; and (x) force majeure events, within the meaning of [Article 1218](#) of the French civil code.

43. You acknowledge and agree that it is your sole responsibility to evaluate and select Lending Protocols where You get your IBTs. The Protocol solely offers Services allowing you to trade and speculate on other Cryptocurrencies and protocols which the Company has no control over.

9. Intellectual property

In case you are wondering, the Company is, and will remain, the owner of its intellectual property. We are only granting you a limited license to use the Services and you must respect our IP.

44. All Intellectual Property rights on the Website and on any related software, computer code and programs, systems architecture, structure, organization and source code, whether based on blockchain technology, excluding the Users content, constitute the sole and exclusive property of Company and/or its licensors or suppliers, as applicable.
45. Subject to Your strict compliance with these Terms, Company grants You a worldwide, royalty-free, limited, revocable, non-transferable and revocable license to use the Services. As a result, You shall use the Service for Your personal purposes only, excluding notably any commercial use, total or partial, without the prior written consent of Company.
46. Company is the Services' database producer. Any total or partial representation and/or reproduction and/or extraction and/or use for other purposes of the Website and Services' content protected by intellectual property rights (including database rights), regardless of the framework and medium used, without the express, prior and written authorization of Company is prohibited.
47. You agree to indemnify, defend, and hold harmless Company, its affiliates, employees and agents, from and against any and all costs, liabilities, losses, and expenses (including without limitation reasonable attorneys' fees) resulting from any claim, suit, action, or proceeding brought by any Third-Party against Company, its affiliates, employees or agents alleging Your infringement or misappropriation of any Intellectual Property Rights relating to the delivery or use of the Services.

10. Hyperlinks

If you click on a link that leaves the Website, Spectra is not responsible for what happens on the other side!

48. The Website may contain links or content from Third-Party Services (incl. third-party Lending Protocols) that may be subject to different terms and conditions and privacy obligations.
49. Company shall not be liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from them.
50. Links to such Third-Party Services are not an endorsement by the Service of such services.

51. In this respect, please note that the Company has no control over and does not monitor the content published by these Third-Party-Services. Consequently, the Company shall not be held liable for any content published by any Third-Party-Services whatsoever.

11. Amendment

Since the Company operates in a rapidly evolving environment implying the use of new technologies, we may need to modify our services or our contract.

52. Company reserves the right to modify or stop the accessibility of all or part of the Services and/or the Protocol and/or the applications at any time.
53. Company reserves the right to modify, at any time, all or part of these Terms. User's use of the Services constitutes its acceptance of the amended Terms. The applicable version of these Terms is the latest version published on the date of use of the Services offered by Company.

12. Non-waiver

The fact that Spectra does not invoke a clause in the spring does not mean that it will not be able to invoke it in the summer. Similarly, if a clause is no longer valid – because of a change in legislation, for example – the rest of the Terms and Conditions will continue to apply as if nothing had happened.

54. Failure by Company at any time to require the User to perform any of its obligations under these Terms will not affect the right of Company to request their execution thereafter.
55. The nullity of any Section of these Terms does not affect the validity and the obligation to respect the other Section.

13. Complaints and support

56. Company has established and maintains an effective procedure for the reasonable and prompt handling of Your complaints and questions linked to the Services. Any complaint or question can be sent to Company at this email address: contact@spectra.finance
57. Company undertakes to respond as quickly as possible, depending on the number of requests in process.

14. Jurisdiction and applicable law

You must be aware that these terms are governed by French law.

In case of a dispute and if we do not find any ways to find an amicable resolution of our disagreement, you will have to refer to French courts.

14.1. Applicable law

- 58. These Terms must be interpreted and are governed by French law solely.

14.2. Dispute and Mediation

- 59. In the event of a dispute arising between Company and a User, the latter undertakes to inform Company at the following address: [email]. You shall specify his contact details and provide any information allowing us to appreciate the origin and the implications of the dispute.
- 60. You may call an independent Ombudsman for free by sending a request to this effect, by post, to the address of Company or by email at the following address : contact@spectra.finance
- 61. Upon receipt, Company undertakes to organize a mediation as soon as possible.
- 62. You can also contact the online dispute resolution service of the European Commission at the following address: <https://ec.europa.eu/consumers/odr>.

14.3. Jurisdiction

- 63. No legal action may be brought against Company without prior formal notice by registered letter with acknowledgement of receipt.
- 64. Failing to reach an amicable solution to the dispute, You and Company irrevocably consent that the courts of Paris, France, shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Terms.