Limitation of Liability: Hera Finance Staking Portal

By using our Staking Product ("Staking Portal")

(https://staking.hera.finance), you irrevocably agree to indemnify, defend, and hold us ('Hera Finance' and 'Hera Finance DAO'), including all of our employees, agents, affiliates, and officers, harmless from and against any claims, damages, obligations, losses, and liabilities arising from the following:

- (A) The access and use of the staking product
- (B) Any errors on your part regarding the self-custody of your wallet
- (C) Any actions of a third party in direct or indirect connection with your wallet (e.q. Metamask)

Neither Hera Finance nor any agent, proposal voter, or anything associated with Hera Finance and/or Hera Finance DAO is under any circumstances liable for any damage, claims, obligations, losses, lost profits, or data that may occur after using any service or product (e.g. Staking Portal) related to Hera Finance and/or Hera Finance DAO. Any damages with origin in smart contracts or 'off-chain' (not blockchain-based) web code arising out of or in connection with authorized or unauthorized use of any of the products, even if any representative or affiliate of Hera Finance and/or Hera Finance DAO has been advised and/or knew of the possibility of damages and/or losses, we assume no liability for

- (a) any errors, mistakes, non-existence of any form of written content, warnings, and/or disclaimers
- (b) the defamatory, offensive, or illegal conduct of any third party;
- (c) unauthorized access or use of any initially secure server or database in our control, or the use of any information or data stored therein;
- (d) for a full interruption or a complete cessation of function related to any of the products, for example, the Staking Portal;
- (e) any bugs, viruses, trojan horses, or the like that may be transmitted to or through the interface (https://staking.hera.finance);
- (f) any errors or omissions in, or financial loss or damage incurred as a result of the use of, any content or product (e.g., https://staking.hera.finance) made available through any of the products; and
- (g) Personal injury or property damage, of any nature whatsoever, resulting from any access to or use of the interface (https://staking.hera.finance).

General Assumption of Risk Regarding the \$HERA Staking Portal

By accessing and using our products, including the Staking Portal, you agree that you are financially and technologically sophisticated enough to manage and understand all the possible risks associated with them. You agree that you have the necessary knowledge to navigate within the Metis and Arbitrum blockchains, and you agree that you know the risks of digital assets based on a blockchain, like ETH, and so-called stablecoins, like USDC.

By accessing and using our products, including the Staking Portal, you agree that you understand the given details about the \$HERA token ('HERA'; '\$HERA' or; 'HERA Token') given in the documentation (https://docs.hera.finance/hera-token/token-overview). By accessing, you agree that you understand the terminology and details provided in the Staking Portal documentation (https://docs.hera.finance/staking-portal).

You agree that neither the Hera Finance Team nor any affiliates of the Hera Finance DAO control the pricing of the \$HERA token and that the \$HERA token price is determined by third-party buy and sell orders. You acknowledge the risk of the \$HERA token losing or gaining in value. You understand the high volatility of the crypto market and thus acknowledge the risk of \$HERA being volatile as well.

You acknowledge and agree that there is a risk of smart contract malfunction, as described in the Limitation of Liability.

You acknowledge and agree that the APY (average per year) provided for the Hera Single Stake Pool is fluid and can change at any given time.

You agree and understand that the \$HERA token is on top of the Metis blockchain. You understand that neither the Hera Finance team nor any affiliate of the Hera Finance DAO has control over the Metis blockchain.

In summary, you agree that we are not to be held liable for any losses resulting from these risks or the Staking Portal in general.