

TERMS OF USE

These terms of use contain very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions. Please read these terms of use carefully before accessing or using the ASIP. Please note that use of the ASIP to manage third-party's cryptocurrency investment in any way is not allowed.

1. INTRODUCTION

1.1.1. These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and STARCK (The Company), the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

1.1.2. In these terms and conditions, User or Users means any third party that accesses the Website and is not either (1) employed by the Company and acting in the course of their employment or (2) engaged as a consultant or otherwise providing services to the Company and accessing the Website in connection with the provision of such services.

1.1.3. You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

1.1.4. All Content included on the Website, unless uploaded by Users, is the property of the Company. In these terms and conditions, Content means any text, graphics, images, audio, video, ASIP, data compilations, page layout, underlying code and ASIP, and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights, and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo, or service mark displayed on the site without the owner's prior written permission.

1.1.5. You may, for your own personal, non-commercial use only, do the following: 1) retrieve, display, and view the Content on a computer screen, 2) print one copy of the Content. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of the Company.

1.1.6. You may not use the Website for any of the following purposes: 1) in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website; 2) in any way which is harmful, unlawful, illegal, abusive, harassing,

threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order; 3) making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

1.1.7. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of the Company. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

1.1.8. Any online facilities, tools, services, or information that the Company makes available through the Website (the Service) is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of the information, compatibility, and satisfactory quality. The Company is under no obligation to update information on the Website.

1.1.9. Whilst the Company uses reasonable endeavors to ensure that the Website is secure and free of errors, viruses, and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers. The Company accepts no liability for any disruption or non-availability of the Website and reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

1.1.10. Nothing in these terms and conditions will: (1) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (2) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (3) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

1.1.11. To the maximum extent permitted by law, the Company accepts no liability for any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities; loss or corruption of any data, database, or ASIP; any special, indirect or consequential loss or damage.

1.1.12. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version. These terms and conditions together with the Privacy Policy and the Legal Disclaimer contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions,

arrangements, or agreements that might have taken place in relation to the terms and conditions.

1.2 We provide tools and services that allow managing personal cryptocurrency information (“ASIP”, as defined in Section 2 below). These terms of use (“Terms of Use”) govern the access and use of the ASIP. The ASIP is accessible through the website <https://starck.app> (“Website”).

1.3 The term “you” or “Client” refers to you, a natural person, or the legal entity on whose behalf you have accepted or otherwise agreed to these Terms of Use. If you accept these Terms of Use on behalf of a legal entity, you represent and warrant that you have the authority to bind that legal entity to these Terms of Use.

1.4 By accepting these Terms of Use or accessing the ASIP, you agree to be bound by these Terms of Use and any policies referred herein, including but not limited to the Privacy Policy, Legal Disclaimer, which all form part of these Terms of Use. Acceptance of these Terms of Use shall constitute the entire, complete, and binding agreement between you and STARCK (individually “Party”, together “Parties”) with respect to the ASIP. If you do not wish to be bound by these Terms of Use do not create an account, and/or access the ASIP, and/or make use of any service covered by these Terms of Use.

2. DEFINITIONS

ASIP- AI STARCK Information Platform, which contains tools and services provided by STARCK for managing your cryptocurrency information.

Client Account- the account created by you for accessing the ASIP.

Subscription Purchase- purchase of any paid Tier.

Month- 30 calendar days.

Tier- a subscription Tier for the ASIP with specific features and services as described on the Website.

Fee- amount paid for Subscription Purchase.

Third-Party Services- any content and services made available in the ASIP by STARCK, but provided by third-party providers (i.e., a party other than STARCK).

Client Content- content and data that you insert or make available via the ASIP

3. ASIP AND ITS SERVICES

3.1 The ASIP provides you with tools and services that allow you to manage your cryptocurrency

information across the Exchange Accounts, including but not limited to:

3.1.1 Subscribed services. These are tools and services provided by third parties and that may be only available through the applicable Tier. The subscribed services shall be those provided under the selected Tier at the time your offer to conclude the Subscription Purchase is placed.

3.2 More detailed information in relation to each free and subscribed service is available on our Website. By accessing and using any service you acknowledge and confirm that you have familiarized yourself with all the information available on the Website in relation to this service. Where indicated on our Website, the relevant service is offered by a third party and the relevant third party bears all responsibility related to the provision of such Third-Party Service.

4. Legal Disclaimer

4.1. The products and services in the AI STARCK Information Platform (hereinafter referred to as the “ASIP”) offered on the Website have not been registered under the United States securities laws and may not be offered or sold in the United States absent registration or an exemption from registration under the Securities Act. STARCK do not currently intend to register any portion of the offering in the United States or conduct a public offering of securities in the United States. Currently, the prospectus is approved in the European Economic Area. The information in these web pages may not be distributed outside of jurisdictions where Prospectuses are not approved, in particular not in the United States. This information is not directed to any person or legal entity in any jurisdiction where by reason of that person’s nationality, residence, or net worth, or by reason of that legal entity’s incorporation, otherwise would be prohibited.

4.2. STARCK wants to state explicitly that the information on these web pages does not contain or constitute an offer or solicitation to purchase or sell any securities, funds, structured products in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make an offer or solicitation. Users of this website are requested to inform themselves about and to observe any such restrictions. Some of the information published on this website contains forward-looking statements. Users are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties and that actual results may differ materially from those in the forward-looking statements as a result of various factors. The information contained on this website may not be considered as being a substitute for legal, tax, or other advice (including economic advice) and users should not base investment decisions solely on the content of this website. The Company undertakes no obligation to publicly update or revise any information or opinions published on the website and reserves the right to amend the information at any time without prior notice.

4.3. STARCK’s sole activity is to provide the ASIP. STARCK does not provide financial, investment, legal, tax or any other professional advice. STARCK is not a broker, financial advisor, investment advisor, portfolio manager or tax advisor. Nothing on or in the ASIP shall constitute or be construed as an offering of any currency or any financial instrument or as investment advice or investment recommendations (such as recommendations as to whether to

purchase a currency or instrument) by STARCK or a recommendation as to an investment strategy by STARCK. STARCK does not provide any licensable services. In case you find that any functionality or part thereof provided in the STARCK ASIP is licensable in your jurisdiction, you expressly agree and understand that you are obliged to inform us of such circumstance and terminate your use of the respective functionality or part thereof. You acknowledge and agree that STARCK is not responsible for your use of any information that you obtain on the ASIP. Your decisions made in reliance on the products or services in the ASIP or your interpretations of the data found in the ASIP are your own for which you have full responsibility. You expressly agree that you use the ASIP at your sole risk.

4.4. To the maximum extent permitted by applicable law, except as expressly provided herein, your use of the ASIP is provided to you “as is” and “as available”. STARCK, its respective directors, officers, employees and agents expressly disclaim all other representations, endorsements, warranties, and conditions, express or implied, including, without limitation, any representation, warranty or condition of merchantability, fitness for a particular purpose, or requirement, title, or non-infringement, completeness, timeliness, security, reliability, suitability, accuracy, currency or availability, error-free, defects-free, uninterrupted, that any known and still not detected defects will be corrected, that our ASIP or the server that makes it available are free of viruses or other harmful components or any warranty arising from a course of dealing, performance, or trade usage. Your sole and exclusive remedy, and our sole obligation to you or any third party for any claim arising out of your use of the ASIP, is that you are free to discontinue your use of the ASIP at any time.

4.5. STARCK will strive to ensure accuracy of information made available on this website and through the ASIP although it will not hold any responsibility, to the maximum extent permitted by applicable law, for any missing or wrong information. no content on the ASIP is tailored to the specific needs of any individual, entity or group of individuals. STARCK expresses no opinion as to the future or expected value of any currency, cryptocurrency or other interest. Content on the ASIP may not be used as a basis for any financial or other product without the express prior written consent of STARCK.

4.6. Some content provided on the ASIP is submitted to STARCK by unrelated third-party providers. Any third-party content provided through the ASIP is intended to be used and must be used for informational purposes only. It is very important to do your own analysis before making any transactions based on your own personal circumstances. You should take independent financial advice from a professional in connection with, or independently research and verify, any information that is provided by us or the third parties that you wish to rely upon, whether for the purpose of making a transaction decision or otherwise. Any content, data, information, or publications made available through the ASIP are furnished by us on an “as is” basis for your convenience and information. Any opinions, advice, statements, services, offers, or other information made available by third parties are those of the respective author(s) or publisher(s), and not of STARCK. Such information should not be interpreted as approval by STARCK of the services, content or information you may obtain from them. STARCK has no control over the

services, content or information of these resources. STARCK disclaims any warranty or representation, either express or implied, of the accuracy, completeness, reliability or any other aspect of any service, content or information provided by a third party on the ASIP, or that any service, content or information is fit for any of your intended purposes. The performance of the ASIP is directly linked to the performance of the unrelated third-party services. STARCK disclaims all responsibility for non-performance of the ASIP caused by non-performance of unrelated third-party services to the maximum extent permitted by applicable law.

4.7. You expressly acknowledge and agree that you may lose some or all of your funds.

Cryptocurrencies are a new and insufficiently tested technology. Please be advised that the use of cryptocurrencies and blockchain technology is a constantly evolving field. It is important to note that there may be risks associated with these technologies that are not yet known or identified. In addition to the risks included herein, there are other risks associated with your use of the ASIP, and the purchase, holding and use of cryptocurrencies, including those that STARCK cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed herein. Even when risks are anticipated and disclosed, we cannot accept responsibility for any losses or adverse outcomes that may occur due to your use of the ASIP.

4.8. We cannot and do not guarantee or warrant that files or data available for downloading from the internet or the ASIP will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the ASIP and your computer, internet and data security. To the maximum extent permitted by applicable law, STARCK, its respective directors, officers, employees and agents will not be liable for any loss or damage caused by denial-of-service attack, distributed denial-of-service attack, overloading, flooding, mailbombing or crashing, viruses, trojan horses, worms, logic bombs, or other technologically harmful material that may infect your or STARCK's computer equipment, computer programs, data, or other proprietary material including but not limited due to your use of the ASIP or any services or items found or attained through the ASIP or to your downloading of any material posted on it, or on any third party platform linked to it.

4.9. Notwithstanding any other provisions in this agreement, in no event shall STARCK be liable for any losses, damages, or liabilities arising from foreseen risks associated with the use of ASIP. You acknowledge and agree that you assume all risks and responsibilities for any potential loss or adverse outcome resulting from your use of the ASIP. This limitation of liability applies to both anticipated and unanticipated risks, even if STARCK had prior knowledge of such risks. You expressly waive any claim against STARCK and agree to indemnify and hold STARCK harmless from any claims, damages, or actions arising from your use of ASIP.

4.10. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law. These disclaimers do not apply in cases where damage is caused by STARCK intentionally or due to gross negligence.

4.11. STARCK does not make any warranties or representations other than those explicitly mentioned in its Terms of Use. The ASIP has not been developed to meet your individual needs.

4.12. To the maximum extent permitted by applicable law you expressly understand and agree that STARCK and their respective directors, officers, employees or agents shall not be liable to you for any direct, indirect, incidental, special, consequential, punitive or exemplary damages which may be incurred by you in connection with your use of the ASIP, however caused and

under any theory of liability including, but not limited to, any loss of profit, lost opportunities, loss of data suffered, or other intangible loss.

4.13. STARCK's maximum aggregate liability to you shall be limited to the fees paid by you to us over the 24 (twenty-four) month period preceding to the claim by you. In case you have only used the free functionalities of the ASIP, the maximum aggregate liability of STARCK shall be limited to EUR 100.

4.14. To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless STARCK, its affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of its Terms of Use or your use of the ASIP, including, but not limited to, your submissions, third-party platforms, any use of the intellectual property, services, and products other than as expressly authorized in these Terms of Use.

5. ELIGIBILITY CRITERIA AND CLIENT ACCOUNT

5.1 Eligibility criteria. To access the ASIP, you must meet the following criteria, and represent and warrant that:

5.1.1 you have the full power, authority and capacity to access the ASIP and enter into and comply with these Terms of Use,

5.1.2 if you are a natural person, you are at least 18 years of age,

5.1.3 you are not suspended from accessing the ASIP, or otherwise not prohibited from having a Client Account,

5.1.4 you use the ASIP only for yourself and not on behalf of any third party, including you do not manage third-party's cryptocurrency investment in any way,

5.1.5 you do not engage in any illegal activity and do not use funds or resources deriving from illegal activity or related to money laundering or any other criminal activity,

5.1.6 you meet the conditions set out in Section 23.1;

5.1.7 your access to the ASIP does not breach any applicable law or regulation in the jurisdiction where you are residing. If such use is not permitted by applicable laws, you shall not access the ASIP.

5.2 Creating a Client Account. To access the ASIP, you must create a Client Account. You can do this by visiting the sign-up page and following the instructions displayed

5.2.1 You are required to provide truthful, up-to-date, valid, and complete information in the

Client Account sign-up process. When requested by STARCK, you must provide the respective supporting documentation. In case of any changes, you must update your Client Account information promptly. You may update or change your Client Account settings at any time.

5.2.2 By creating a Client Account you confirm that you access the ASIP at your own discretion, and you are fully responsible for all activity that occurs under your Client Account.

5.2.3 The Client Account is provided to you free of charge. STARCK has the right to refuse to provide you with a Client Account at its sole discretion without a reason, in which case you shall not use the ASIP.

6. PROCESSING OF PERSONAL DATA

6.1 STARCK processes your personal data to provide you access to the ASIP, including all of the services. For more information about our collection, use, disclosure and your data subject rights, please see our privacy notice. If you have any questions regarding the processing of your personal data or wish to exercise your data subject rights, please contact us via email to support@starck.app

7. INTENDED AND PROHIBITED USE OF THE ASIP

7.1 The ASIP is intended for accessing and using the tools and services that allow managing personal cryptocurrency information. Depending on your chosen Tier, the purpose of the Client Account is to provide you with access to the ASIP. You may use the ASIP only within the intended purpose and permitted use defined herein. Using the ASIP for any other purposes is not allowed.

7.2 You shall access the ASIP in compliance with applicable laws and these Terms of Use. Without excluding or limiting any of your statutory obligations, you shall not use your Client Account and the ASIP in particular to:

7.2.1 impersonate any natural or legal person, or falsely state or otherwise misrepresent your affiliation with a natural or legal person;

7.2.2 upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, fraudulent, harassing, insulting, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racist, that glorifies violence, is pornographic, unethical or otherwise prohibited or objectionable;

7.2.3 upload or transmit any worms, viruses, trojans, logic bombs or any malicious code or material (including content that will or may be used in any way that will affect the service or operation of the ASIP, the Website and the App);

7.2.4 transmit or otherwise make available any content that you do not have a right to make

available, that contains ASIP viruses or any other computer code, files or programs designed to interrupt, destroy or limit the service of any computer ASIP or hardware or telecommunications equipment;

7.2.5 engage in any activity that attempts to reproduce, duplicate, copy, sell, resell, exploit, modify, translate, reverse engineer, disassemble, decompile, hack or extract the ASIP and/or Website (including the source code, scripts);

7.2.6 interfere with or disrupt the ASIP or servers or networks connected to the ASIP, including but not limited to hack or bypass any measures we may use to prevent unauthorized access to the ASIP;

7.2.7 remove, alter, hide or obscure any copyright notice, trademark or other proprietary rights notice embedded in, appearing on or otherwise pertaining to the ASIP;

7.2.8 infringe upon or violate STARCK's intellectual property rights or the intellectual property rights of others;

7.2.9 harvest or otherwise use, including for the purposes of solicitation, e-mail addresses available on the ASIP;

7.2.10 violate any applicable national or international rules and laws, as well as rights of third parties.

7.3 Failure to observe the limits of purpose and permitted use of your Client Account and the ASIP is deemed a material breach of these Terms of Use. STARCK shall be entitled to – without prejudice to any other rights – terminate your Client Account in accordance with Section 14.5. You may not use the ASIP if we have terminated your Client Account or otherwise banned you.

8. SECURITY OF THE CLIENT ACCOUNT

8.1 Your Client Account is personal to you, and you must ensure that your Client Account is not used by any other person. You are responsible for all activities that occur under your Client Account or from your devices in relation to the ASIP and your Client Account, including any misuse of your Client Account.

8.2 You are responsible for maintaining adequate security and the confidentiality of your data, including your e-mail address, password and other security information and for monitoring and, if necessary, restricting access to your devices, by:

8.2.1 strictly abiding to all of security mechanisms and procedures put in place and recommended by us;

8.2.2 treating any email address, password or any other information, including Client Account

data, chosen by you or provided to you as a part of our security procedures confidential, secure and not disclosing it to any other third person;

8.2.3 keeping your Client Account data up to date for us to be able to contact you if necessary;

8.2.4 exercising caution when accessing your Client Account from a public or shared computer so that others are not able to view or record your password or other Client Account information;

8.2.5 logging out from your Client Account at the end of each session;

8.2.6 monitoring your Client Account history to ensure any unauthorized activity on your Client Account is identified and notified to us as soon as possible.

8.3 If you suspect a breach of security:

8.3.1 you must notify us immediately of any unauthorized access or use of your Client Account or any other breach of security. If you fail to notify us accordingly, we might not be able to prevent such unauthorized access or other breach of security or take corresponding security measures;

8.3.2 take any other measures to minimize, control or report the security breach.

8.4 Failure to observe the security measures prescribed by this Section 8 is deemed a material breach of these Terms of Use.

9. TIERS

9.1 Subscribing to a Tier. STARCK offers different types of Tiers with specific features and services. You can subscribe to different Tiers. A full detailed list of Tiers and pricing is available on the Website. Please note that not all Tiers may be offered in all regions.

9.2 STARCK reserves the right to, at its full discretion, provide customized Tiers. Customized Tiers will not be displayed on the Website and will be offered to Clients on an individual basis. Customized Tiers are subject to these Terms of Use.

9.3 You can subscribe to the selected Tier, other than a customized Tier, on the Website or the Client Account and if applicable, complete the payment through third-party payment processor.

9.4 Selecting the details of the Tier, including the term of the subscription, and submitting your payment details is an offer to purchase a Tier. The offer must be accepted by us. We may choose not to accept the offer at our sole discretion. The Subscription Purchase will be accepted at such time at which you receive confirmation from us, or we activate your selected Tier functions. The activation of your subscription and these Terms of Use shall serve as proof of the conclusion of the Subscription Purchase.

9.5 STARCK reserves the right to change the Tiers published on the Website at any given moment. When removing a Tier, STARCK shall endeavor to give notice to those who might be affected by such actions and, in the event of adverse effects by the changes, when possible, propose alternative measures. Any changes to the pricing will not affect the Client's current subscription period and will become effective upon subscription renewal.

9.6 Changing a Tier. If you wish to upgrade your Tier or billing period, you may do so at any time through your Client Account. Your new subscription Tier will be activated immediately after processing of your payment, irrespective of any remaining time on your old subscription Tier. Ordering a new Tier will result in the immediate termination of the Subscription Purchase in relation to your old Tier, and conclusion of a new Subscription Purchase for the new Tier. Any funds you may be eligible for from your subscription to an old Tier will be calculated towards your new Tier, meaning you will only pay the difference between your new Tier payment and the proportion of funds not used under the old Tier. For termination of the Tier see Section 14.4. If you wish to downgrade your Tier immediately, you may do so by terminating the current Tier and concluding a new Subscription Purchase. You may request a refund for any funds you may be eligible for from your subscription to an old Tier in accordance with the Refund Policy.

9.7 Renewal of a Tier. Unless otherwise stated in these Terms of Use or agreed on, the subscription shall start and expire in accordance with the start date and end date indicated in the chosen Tier.

9.7.1 After the initial term, the subscription to the Tier shall automatically renew for the same period as the initial term, not exceeding one year without your corresponding request, unless either you or STARCK gives notice at least in a form reproducible in writing via the Website or ASIP to the other of its intention not to renew the subscription to the Tier. The subscription to the Tier will terminate one Month after this notification. For more information, please refer to our Recurring Payments Policy.

10. FEES, PAYMENT TERMS AND REFUNDS

10.1 Fees. You will pay the Fee made available at the Website at the time you placed an offer to conclude the Subscription Purchase. The displayed Fee depends on the terms of any promotions or discounts, your geographical location or residence, and chosen payment method.

10.2 All Fees, including discounts, and promotions of the Fees made available on the ASIP are subject to change without notice. If we increase the Fees of the Tiers, that increase will only apply to purchases made after the date the increase comes into effect. The Fees posted in the ASIP may not include applicable discounts or taxes until the profile data in your Client Account is fully completed by you. We strive to display accurate price information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any subscriptions to Tiers arising from such occurrences.

10.3 Payment terms. You must initiate payment for the charges related to the Tier or other products or services, including Third-Party Services, provided through the ASIP when submitting the order. If you do not complete the payment to our satisfaction, we will cancel your offer to conclude the Subscription Purchase.

10.4 You can use any available and the most convenient payment method as shown on the Website at the time of the intended purchase. However, STARCK does not guarantee the availability of any payment method at any moment. STARCK may add, remove or suspend any payment method temporarily or permanently by its own discretion.

10.5 You represent and warrant that: (i) the payment information you supply to us is true, correct and complete, (ii) you are duly authorized to use the payment method you provide, (iii) charges incurred by you will be honored by the issuer of your payment method, (iv) transaction fees charged for transferring cryptocurrency payments will be incurred by you and, (v) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any, regardless of the amount quoted on the ASIP at the time of your order.

10.6 Using the ASIP via the Internet may lead to incurring costs that you will have to pay to your service provider. STARCK has no control over third parties' prices or fees, nor offer refunds for such fees.

10.7 Refund. Unless otherwise required by applicable law, we have no obligation to provide a refund or a credit. Due to the nature of the ASIP as a digital product, no refunds are granted without clear, justified and legitimate reasons. We will assess any refund request for Fees payable in advance on its merits and in the manner set forth in these Terms of Use and our Refund Policy.

11. INTELLECTUAL PROPERTY AND THE LICENCE FOR THE USE OF THE ASIP

11.1 The ASIP, trademarks and other intellectual property objects displayed, distributed, or otherwise made available via the ASIP, are the exclusive property of STARCK, and its successors, assignees, licensors, and/or suppliers. Unless specifically provided in the Terms of Use or if you have agreed otherwise in writing with STARCK, nothing in these Terms of Use gives you a right to use the ASIP and its content, STARCK' trademarks or other intellectual property of STARCK or any third parties.

11.2 Unless otherwise agreed upon in writing, STARCK grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use the ASIP solely for its intended purpose for your personal, non-commercial use, as described in these Terms of Use, for the period you access the ASIP and the functions related to the subscribed Tier, where relevant. You acknowledge that you have no right to access the ASIP in source-code form. STARCK may inform you, by notice within the ASIP or otherwise, that the ASIP contains intellectual property governed by the license of a third party and you agree to abide by the terms of this third party.

11.3 Unless you have been permitted in writing to do so in a separate agreement with us, you have

no right to rent, lease, lend, sell, redistribute, sublicense, copy, reverse, engineer, decompile, disassemble, translate, modify, distribute copies of, make available, adapt, or create derivative works based on the ASIP or related intellectual property.

11.4 For all Client Content you grant STARCK free of charge a transferable, sublicensable, non-exclusive, irrevocable, worldwide right of use and exploitation, for the maximum term permitted under applicable law and unrestricted in content and scope, to use these Client Content for any purpose including but not limited to the purposes of:

11.4.1 providing the ASIP;

11.4.2 conducting research, develop new products and services;

11.4.3 predictive analytics and insights;

11.4.4 improvement and further development of the ASIP; and

11.4.5 other, including commercial use (the right of use and exploitation).

11.5 The right of use and exploitation set out in Section 11.4.5 covers in particular, but not exclusively, the right to amend, edit and translate, as well as to store, reproduce, disseminate, make accessible to the public, send, disclose publicly and non-publicly and otherwise make available the Client Content, including, without limitation, all bots that you create, the names of such bots and any settings that you create for such bots. By entering or making available Client Content via the ASIP, you guarantee that the Client Content is in accordance with these Terms of Use, does not violate the rights of third parties and that you are entitled to grant these rights of use and exploitation. You shall indemnify STARCK against all claims brought by third parties against STARCK in connection with the exercise of these rights of use and exploitation.

12. UPDATES

12.1 STARCK may provide you, at no additional cost, with updates which contain:

12.1.1 Enhancements. From time-to-time digital content requires further development and adaptation to new technical possibilities or changes in client behavior and demands or changes of the technical development of the environment/infrastructure. To the extent this does not adversely affect the subjective or objective conformity requirements of the ASIP or your access or use of the ASIP (i.e. which are no debuggings or modifications), STARCK may provide you with updates, new ASIP versions and releases that include technical adaptations or additional services, functions, links, integrate additional (module) services or redesign and recompile services, as well as change the name and appearance of the ASIP. STARCK is not obliged to make enhancements available.

12.1.2 STARCK shall inform you about the availability of updates with enhancements and the

consequences of the failure to install such updates, as well as provide you with an installation instruction. These Sections 12.1.1 and 12.1.2 do by no means limit your remedies for lack of conformity according to Section 12.2.

12.1.3 Debuggings. STARCK will provide you with updates, including security updates that contain debuggings which keep the ASIP in conformity with the subjective or objective requirements including legal, regulatory and judicial requirements for the period of your use of the ASIP. STARCK shall inform you about the availability of updates with debuggings and the consequences of the failure to install such updates, as well as provide you with an installation instruction. This Section 12.1.3 does by no means limit your remedies for lack of conformity according to Section 12.2.

12.1.4 Modifications. STARCK may provide you with updates that contain modifications to the ASIP beyond what is necessary to maintain conformity of the ASIP. STARCK may make modifications if and to the extent that (a) functions of the ASIP or parts thereof are no longer used to an extent that justifies their maintenance and continued operation, (b) new or amended legal, regulatory or judicial requirements would require adjustments of the ASIP which would be economically unreasonable to STARCK, (c) changes in the technical conditions of the ASIP environment or infrastructure that are beyond STARCK's control and that complicate maintenance and continued operations of the ASIP to an extent which would be economically unreasonable to STARCK. STARCK shall inform you in a clear and comprehensible manner of modification. If the modification negatively impacts your access to or use of the ASIP, and the impact is not only minor, the following applies to such information: STARCK shall inform you via the ASIP or/and email notification within a reasonable period of time of the features and time of the modification and bring to your attention if it is possible for you to maintain without additional cost the ASIP without the modification or if it is not possible, you have the right to terminate these Terms of Use in accordance with Section 14.3.

12.2 Remedies for lack of conformity. In the event of a lack of conformity of the ASIP, you are entitled to have the ASIP brought into conformity with the conditions set out in these Terms of Use, e.g. via update. If (i) STARCK refuses or fails to achieve conformity within a reasonable period of time and without significant inconvenience to you, (ii) or where the lack of conformity is of such serious nature that it is unreasonable for you to apply for rectification first, are entitled to (a) a proportionate reduction of the price, if any, for the period of time during which the digital content or digital service was not in conformity and (b) unless the lack of conformity is only minor, terminate the Tier in accordance with Section 14.4. A price reduction or refund is proportionate if it reflects the decrease in the value of the ASIP compared to the value that the digital content or digital service would have if they were in conformity. This Section 12.2 does by no means restrict the possibilities to use other legal remedies arising from applicable laws.

12.3 To assert your rights under this Section 12, you can contact STARCK's customer support. The contact details for the customer support team are support@starck.app.

13. INTERRUPTION AND SUSPENSION OF THE ASIP

13.1 Interruption of the ASIP. STARCK may interrupt the ASIP if it is necessary for repairs, maintenance work or other similar actions, including security updates, in which case STARCK endeavors to notify you of the interruption as far in advance as reasonably possible or, if advance notification is not possible due to the urgency of the reasons requiring interruption, without undue delay.

13.2 Suspension of the ASIP. STARCK may suspend or restrict access to your Client Account, at any time, either entirely or partly, if including but not limited to:

13.2.1 you are not or no longer eligible to access the ASIP;

13.2.2 you have not observed the limits of purpose and permitted use of your Client Account as provided for in Section 7;

13.2.3 information provided in your Client Account is untrue, inaccurate or incomplete;

13.2.4 you refuse to provide the required clarifications within the time requested;

13.2.5 you fail to pay any part of the Fee after having been notified of the failure;

13.2.6 your actions or omissions relating to the use of the ASIP interfere with or prevent the normal operation of the ASIP or otherwise cause, or are likely to cause, harm, damage or other detrimental effects to the ASIP, STARCK or other Clients of the ASIP;

13.2.7 we have reasons to suspect that the credentials to your Client Account have been wrongfully disclosed to an unauthorized third party and the ASIP is being used under such credentials;

13.2.8 we have reasons to suspect that your Client Account has been used for illegal, fraudulent or unauthorized purposes;

13.2.9 your actions or omissions endanger the security, integrity, operation or usability of the ASIP;

13.2.10 you use the ASIP in violation of any applicable laws, regulations or regulatory provisions;

13.2.11 you use the ASIP in any other way in breach of these Terms of Use;

13.2.12 we reasonably believe that we are required to do by applicable law.

13.3 STARCK endeavors to notify you of the interruption as far in advance as reasonably possible

or, if advance notification is not possible due to the urgency of the reasons requiring interruption, without undue delay. STARCK is not liable for any occurrences experienced by you due to the suspension.

14. TERM AND TERMINATION

14.1 Upon any access or use of the ASIP, these Terms of Use remain thereafter in full force and effect in respect of such access or use, as they may be updated from time to time.

14.2 The term of your paid subscription Tier pursuant to the Subscription Purchase will remain in effect for the period you made the payment for (for example, a month or a year), subject to any renewals made by you or automatically.

14.3 If a modification according to Section 12.1.4 negatively impacts your access to or use of the ASIP and STARCK cannot prove that such negative impact is only minor and you are a consumer, you shall be entitled to terminate these Terms of Use within 30 (thirty) days of the receipt of the information about the modification pursuant to Section 12.1.4 or of the time when the modification has been supplied to you, whichever is later. If you are entitled to terminate these Terms of Use due to a lack of conformity, you may declare termination of these Terms of Use to STARCK.

14.4 Termination of the Tier

14.4.1 You have the right to withdraw from the subscription of the Tier within 14 (fourteen) days (cooling off period) after you have successfully subscribed to a Tier.

14.4.2 After the 14 (fourteen) day cooling off period you may terminate your subscription to a Tier at any time and without giving any reasons via your Client Account settings by choosing “Not to extend”.

14.4.3 STARCK may, at its sole discretion, terminate your account and any subscription to a Tier which it suspects violates these Terms of Use, violations of applicable laws, security of the account or any other situation STARCK deems necessary for its own safety and integrity and/or its Clients.

14.4.4 STARCK may terminate any subscription to a Tier under the same conditions described in Section 14.5.2.

14.4.5 Regardless of the Party initiating the termination, the termination of the subscription Tier will mean that your access to the ASIP functions provided under the respective subscription Tier is terminated immediately, however you will still have access to your Client Account. If the subscription Tier was terminated and a refund was not requested by the Client, the subscription Tier will be terminated at the end of the term of the respective subscription Tier. Please note that the free Tier cannot be terminated. Termination of the subscription Tier will not cause data loss,

meaning if you decide to conclude the Subscription Purchase in the future, the functions' metrics set up by you will continue working. For instructions on receiving a refund, please see our Refund Policy. You agree that all such measures will be carried out by STARCK and that STARCK will not be liable to you or any third parties as a result of any such measure for any reason, to the extent this is permitted by applicable law.

14.5 Termination of the Client Account

14.5.1 If you have signed up with a username and password you may delete your Client Account at any time and without giving any reasons via your Client Account settings, where we have made this option available to you. Prior to deleting your Client Account, we will ask you to disconnect any linked exchanges and close any open trades or bots. In case of termination, your Client Account will be closed within 7 (seven) days provided that: (i) any disputes in which you have been involved have been satisfactorily resolved; and (ii) you have completed any other obligation(s) associated with your use of the ASIP (i.e. you have disconnected any linked exchanges and closed any open trades or bots). Within those 7 (seven) days you may choose to reactivate your Client Account by logging in and cancelling the termination of the Client Account. For accounts created by connecting your Facebook, Google or Apple accounts please contact support to request the deletion.

14.5.2 STARCK may terminate these Terms of Use with regard to you and delete your Client Account by giving you 7 (seven) days prior notice by notifying you in the ASIP. The Client Account will be deleted at the end of the 7th (seventh) day in which the prior notice period expires.

14.5.3 STARCK reserves the right to terminate these Terms of Use and delete your Client Account that has been inactive for 2 (two) years. Inactive is a Client Account which has not been logged in for 2 (two) years and does not have any active subscriptions to Tiers.

14.5.4 STARCK may terminate these Terms of Use with regard to you and delete your Client Account effective immediately without prior notice you if you have materially breached these Terms of Use. The following are considered material breach of the Terms of Use:

14.5.4.1 STARCK does not receive information STARCK requests from you or you provide STARCK with incorrect information,

14.5.4.2 you fail to submit evidence to support that your activities, funds or other resources are in compliance with law or do not violate sanctions,

14.5.4.3 in the reasonable opinion of STARCK, you or your activities are connected or there is a high risk of being connected to money laundering, sanctions, terrorism or any other illegal activity,

14.5.4.4 proceeding with the provision of services would constitute breach of any applicable legal requirements,

14.5.4.5 actions and inactions described in Sections 13.2.1 - 13.2.12 which give STARCK a right to suspend your account;

14.5.4.6 any breach of the Terms of Use if it cannot be remedied or in case it has not been remedied by you without delay after having been notified thereof by STARCK;

14.5.4.7 any other breach of the Term of Use in case it is a material breach according to the Terms of Use or the applicable law.

14.6 Consequences of termination

14.6.1 Regardless of the Party initiating the termination, the termination of the Client Account will mean that: (i) concurrently with the termination of the Client Account, also the Subscription Purchase (if relevant) will be terminated and thus your access to the ASIP and products and services made available in connection therewith is revoked; (ii) you are prohibited from any further use of the ASIP; and (iii) any and all data and information residing in your Client Account or pertaining to activity from your account will be irretrievably deleted, except to the extent that we are obligated or permitted to retain such content, data or information in accordance with applicable laws and regulations. You agree that all such measures will be carried out by STARCK and that STARCK will not make itself liable to you or any third parties as a result of any such measure for any reason, to the extent this is permitted by applicable law. In case the termination has been initiated by STARCK due to your breach you have no right to request any refund for any unused Tiers.

14.6.2 When these Terms of Use are terminated or expire, all of the legal rights, obligations and liabilities that you and STARCK have benefited from, been subject to (or which have accrued over time while the Terms of Use have been in force) or which are expressed to continue indefinitely, shall be unaffected by such termination including but not limited to Sections 1, 7, 10, 11, 15 to 20.

15. THIRD-PARTY SERVICES

15.1 The ASIP may provide access to Third-Party Services for your use.

15.1.1 Past performances by the algorithmic indicator are not a guide to the future. For the avoidance of any doubt, the third-party signal providers and any associated companies, or employees, do not hold themselves out as commodity trading advisors or authorized financial advisors. Given this representation, all information, data and material provided by the Signals Provider and any associated companies, or employees, is for informational and educational purposes only and should not be considered specific investment advice.

15.1.2 While the ASIP may include apps that incorporate various data and algorithms, they do not constitute financial advice or recommendations. STARCK is not responsible for the accuracy, reliability, or any consequences resulting from the use of these apps. They are intended for informational purposes only and should not be considered as a substitute for professional financial advice or judgment. We disclaim any liability for any losses, damages, or expenses that may arise from the use of these apps, whether in contractual agreements, due to negligence, or in any other manner, and whether directly or indirectly.

15.2 STARCK clarifies and you acknowledge that in case of Third-Party Services STARCK acts solely as a facilitator in connecting Clients with service providers for the purpose of purchasing products or services. Your use of such Third-Party Services may be subject to additional terms and conditions provided by the applicable third-party. Any use by you of Third-Party Services is entirely at your own risk and discretion, and it is your responsibility to read the terms and conditions applicable to such Third-Party Services before using them. STARCK is no way responsible for the content or the quality of the Third-Party Services or Third-Party Services providers. The relationship between you and any such third-party is strictly between you and such third-party, and STARCK is not obligated to intervene in any dispute arising between you and a third-party provider.

15.3 When required, payments for third-parties shall be made by you in accordance with the payment terms specified in Section 10 to STARCK, who shall forward the respective payment to the relevant third-party in accordance with the conditions agreed between STARCK and third-party.

15.4 STARCK makes no representation regarding, nor does it warrant or assume any responsibility for, any Third-Party Service including, without limitation, their content or the manner in which they handle, protect, manage or process data or any interaction between you and the provider of such Third-Party Services. You acknowledge that STARCK has no control over Third-Party Services and will not be responsible or liable to you or anyone else for such Third-Party Services. The availability of Third-Party Services, or the integration or enabling of such Third-Party Services does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with STARCK. STARCK does not guarantee the availability of Third-Party Services and you acknowledge that STARCK may disable access to any Third-Party Services at any time in its sole discretion and without notice to you. If you are eligible for refund, please see our Refund Policy. STARCK is not responsible or liable to anyone for discontinuation or suspension of access to, or disablement of, any Third-Party Service.

15.5 You irrevocably waive any claim against STARCK with respect to such Third-Party Services. Under no circumstances is STARCK liable, for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you in connection with the use of any Third-Party Services or your contractual relationship with any Third-Party Services providers, however caused and under any theory of liability including, but not limited to any loss of profit, lost opportunities, loss of data suffered, or other intangible loss.

15.6 To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless STARCK, its affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of your use of the Third-Party Services or your relationship with Third-Party Services providers.

15.7 Links to third-party platforms and information. Certain information available via the ASIP, Website may include information from third parties and some links on the ASIP or Website may direct to third-party feeds, ASIP, websites or mobile applications. Any such information and links are not under the control of STARCK, and STARCK is not responsible for the contents of any such third-party information and links, as they are furnished by 3Comas on “as is” and “as available” basis for your convenience and information and must be used for informational purposes only. The inclusion of such information and links do not imply a recommendation or endorsement by us of any such third-party or the products or services or information offered therein.

15.8 STARCK disclaims any warranty or representation, either express or implied, that such information or links are accurate or complete. STARCK is not responsible for examining or evaluating the content or accuracy and STARCK shall not have any liability for any third-party materials or websites, or for any other materials, products, or services of third parties. STARCK is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party information or links.

16. SUPPORT AND REPORTING

16.1 STARCK shall only provide support services for the operation of the ASIP. Should you become aware of misuse of the ASIP including libelous or defamatory conduct, you must report it to STARCK. We recommend contacting us for assistance if you experience any issues with the ASIP or report in the following ways:

16.1.1 by requesting assistance via the “Support” form embedded into the ASIP (when logged in to your Client Account);

16.1.2 by sending an email to support@starck.app

17. AVAILABILITY OF THE ASIP

17.1 STARCK will endeavor to ensure that the ASIP is always available; however, STARCK cannot give any assurance that the ASIP will be available at all times. The ASIP is provided “as is” and “as available”. You do not have any right to the ASIP and the functions offered being available at all times or to a specific availability being guaranteed by STARCK. STARCK is not obliged to ensure that the ASIP can be accessed at all times without any interruptions or faults and does not assume any liability for this.

17.2 It may be that the ASIP is not available in the following cases, for example, but not limited to:

17.2.1 if the defect or fault in the ASIP provided via the Website results from you having amended or modified the ASIP or in any way used the ASIP outside the scope of its normal and intended access and its intended usage;

17.2.2 if the defect or fault in the ASIP results from an issue with your device,

17.2.3 in case of technical malfunctions.

17.3 You may access and use the ASIP through a mobile device and computer. As the ASIP is provided over the Internet and mobile networks, the quality and availability of the ASIP may be affected by factors outside our reasonable control. All of the ASIP's functions may not be available on mobile devices. You are solely responsible for any prerequisite ASIP and hardware requirements and for any data charges and fees associated with accessing and using the ASIP through a mobile device.

17.4 From time-to-time ASIP updates may require the platform to be taken offline for scheduled maintenance. Scheduled maintenance will be notified at least 12 hours in advance. In case of unexpected maintenance, you will be notified as soon as possible. Note that Third-Party Service providers may have different timelines for maintenance, we will try our best to inform you of those as soon as possible.

18. MISCELLANEOUS

18.1 Entire agreement. Other than as explicitly agreed upon in writing between you and STARCK, these Terms of Use, including any policies or documents incorporated by reference in these Terms of Use, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any prior agreements in relation to the subject matter of these Terms of Use.

18.2 Non-waiver of rights. If a Party does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which it has the benefit of under any applicable law), this will not be taken to be a formal waiver of its rights and that those rights or remedies will still be available to the Party.

18.3 Severability. If any provision of these Terms of Use is, for any reason or to any extent, held to be illegal, invalid or unenforceable, then that provision shall be construed in a manner consistent with applicable law to reflect the original intent of the provision and the remaining provisions of these Terms of Use will remain in full force and effect.

18.4 Language. These Terms of Use are concluded in English, however these Terms of Use may

be available in other languages than English. In the event of any inconsistencies between the English version and the translation, the most current English version of the Terms of Use will prevail. Any disputes arising out of these Terms of Use will be resolved in English unless otherwise determined by STARCK (acting at its sole discretion) or as required by applicable law.

18.5 Independent contractors. The relationship between the Parties is that of independent contractors. Nothing contained in these Terms of Use shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

18.6 Assignment. You may not assign or transfer any of your rights or delegate any of your obligations under these Terms of Use without our prior written consent. Any purported assignment or delegation in violation of this Section 18.6 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Use.

18.7 STARCK may transfer its rights and obligations under these Terms of Use to a third party. In this case, STARCK will inform you in advance of the transfer to the third party accordingly in the ASIP. You will have the right to terminate the Client Account immediately if you do not agree to the transfer.

19. GOVERNING LAW

19.1 These Terms of Use and all matters arising out of or relating to these Terms of Use, including non-contractual disputes/claims, will be governed by and in accordance with the laws of the Republic of Seychelles, without regard to conflicts of laws and principles that would cause the application of the laws of another jurisdiction

20. Complaints and disputes

20.1 If you are not happy with the ASIP, you can file a complaint to STARCK, by following our Complaint Procedure or contacting us via email at support@starck.app

20.2 Any dispute, controversy or claim arising out of or in connection with the ASIP, these Terms of Use or any breach, termination or invalidity thereof shall be resolved through amicable negotiations, upon failure of which all disputes shall be settled in the Magistrates' Courts in the Republic of Seychelles, except where under applicable mandatory laws, you can choose to bring legal proceedings in your country of residence, or we are required to only bring legal proceedings in your country of residence.

20.3 If you reside in the European Union, you can also file a complaint at the online dispute resolution platform that is provided by the European Commission, which can be found at <http://ec.europa.eu/consumers/odr>.

20.4 STARCK is not obliged or willing to participate in a dispute resolution procedure before a

body for a settlement of consumer disputes, unless required by law.

21. CHANGES TO THE TERMS OF USE

21.1 STARCK may change these Terms of Use, including all policies referred herein. STARCK will inform of the changes that materially adversely affect your use of the ASIP via the email set forth in the Client Account at least 30 (thirty) days prior to the date the updated version of this Terms of Use becomes effective. The updated version of these Terms of Use, including the policies, will be published on the Website.

21.2 STARCK reserves the right to change these Terms of Use with the following types of changes via the ASIP without providing you with a prior notice:

21.2.1 if the change to the Terms of Use is only advantageous for you;

21.2.2 if the change relates solely to new services, services or service components, and does not result in any change to the existing contractual relationship for you;

21.2.3 if the change is necessary to harmonize the Terms of Use with the applicable statutory requirements, in particular in the event of a change in the applicable law, and if the change does not have any material detrimental effects on you; or

21.2.4 if STARCK is obliged to implement the change in order to comply with a court judgement judgment that is binding for STARCK or with a binding decision by an authority, and if the change does not have any material detrimental effects on you.

21.3 Your continued access to the ASIP after the changes to the Terms of Use become effective, constitute your acceptance of the changes and consent to be bound by the updated version of Terms of Use. In case you do not agree with the changes, you must delete your Client Account as stipulated in Section 14.5.1.

22. NOTICES

22.1 Notices to you will be provided (i) within the ASIP interface; and (ii) via email to the email address set forth in the Client Account. It is your responsibility to keep your email address up to date and check for incoming messages regularly. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting.

22.2 Notices to STARCK will be provided via email at support@starck.app

22.3 To request the consent of STARCK for any of the actions for which such consent is required under these Terms of Use, please send an email to support@starck.app. STARCK reserves the right to refuse any such requests in its sole discretion.

23. COMPLIANCE

23.1. By accessing and using STARCK ASIP, you represent and warrant that:

23.1.1 you are not and have not been subject to trade embargos or any sanctions imposed by, including, but not limited to:

23.1.2 restrictive measures of the European Union;

23.1.3 sanctions of the United Nation;

23.1.4 sanctions of the Government of Seychelles;

23.1.5 your use of and access to STARCK ASIP does not violate or circumvent international sanctions or restrictive measures established by the European Union, United Nations, United States of America, United Kingdom or other national or international sanctions applicable in the Republic of Estonia;

23.1.6 you are not located, incorporated, otherwise established in, a citizen of, or resident of, or have business operations in in any country or region subject to a sanction regime (including sectoral sanctions) imposed by the EU, the UN, UK, US or the Republic of Seychelles;

23.2 We reserve the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, at our sole discretion, the provision of STARCK ASIP in certain countries or regions, including those not listed in Section 23.1.6.

23.3 If you become subject to national or international sanctions, including sectoral sanctions, you are obliged to immediately stop using our ASIP and notify us.

23.4 Without prejudice to other grounds for such actions available to us, we have the right to terminate, suspend or restrict the provision of STARCK ASIP to you as well as to terminate your right to use STARCK ASIP in case:

23.4.1 you become a subject of national or international sanctions;

23.4.2 providing the ASIP to you is considered a violation or circumvention of national or international sanctions;

23.4.3 you are according to our assessment related to a territory, area of activity, transaction or person subject to national or international sanctions;

23.4.4 any circumstances set out in Section 23.1 exist; or

23.4.5 we apply our right referred to in Section 23.2.

24. Staking Services

24.1. General. When you hold STK digital assets with STARCK you may be given the option to “stake” these assets in a third-party proof of stake network via staking services provided by STARCK or an affiliate (including a third-party validator operator). In a proof of stake network, transaction validators are chosen using a formula based on the amount of underlying STK Digital Asset staked by the validator as opposed to computing power (i.e., proof of work). By using these staking services, you accept the terms for such services as set out in this Section 24.

24.2. Staking Service is Optional and Does Not Affect Ownership. Staking services may be available for some or all of your STK Digital Assets. **YOU ARE NOT REQUIRED TO STAKE WITH STARCK AND YOU CAN OPT-OUT OF STARCK STAKING SERVICES AT ANY TIME.** If you choose to stake, STARCK will perform blockchain operations involving your STK Digital Assets as described below. This instruction to stake your STK Digital Assets does not affect the ownership of your STK Digital Assets in any way.

24.3. The Service; Rewards; Limitations. (a) If you stake your STK Digital Assets with us, STARCK, or one of its affiliates, will enable the staking of those assets on your behalf, by acting as a transaction validator on the applicable network for the STK Digital Asset you stake. Depending on the protocol, there may be a delay before your STK Digital Assets are eligible to participate in the transaction validation process and earn rewards. If STARCK or one of its affiliates successfully performs a validation task in that STK Digital Asset’s network, you may earn a reward granted by that STK Digital Asset network. Rewards are determined by the protocols of the applicable network. If the applicable network distributes any rewards in unstaked form, STARCK will use commercially reasonable efforts to restake those rewards. You may request to un stake your accrued rewards at any time as described in Section 24.5 below. Rewards will be credited to your account by taking into account the amount of your principal and previously accrued rewards that remain staked with STARCK. STARCK will credit your account for any earned rewards after receipt by STARCK.

24.4. Slashing. Some Digital Asset networks subject staked Digital Assets to “slashing” if the transaction validator representing those Digital Assets incorrectly validates a transaction. STARCK will use commercially reasonable efforts to prevent any staked STK Digital Assets from slashing; however, in the event they are, STARCK will replace your STK Digital Assets so long as such penalties are not a result of: (i) protocol-level failures caused by bugs, maintenance, upgrades, or general failure; (ii) your acts or omissions; (iii) acts or omissions of any third party service provider; (iv) acts by a hacker or other malicious actor; or (v) any other events outside of STARCK’s reasonable control.

24.5. Protocol Lockups and Unstaking. Some Digital Asset networks require that a certain amount of staked Digital Assets be locked (restricted from sale or transfer) for a period of time while staking. You will need to request for your staked STK Digital Assets to be unstaked before they can be transferred. When you request to un stake, STARCK will take blockchain operations on

your behalf to wind-down your STK Digital Asset’s participation in the validation process of the relevant protocol. These blockchain operations may take up to 48 hours to complete, in addition to any applicable protocol unstaking period. Depending on the protocol, you may or may not receive staking rewards during the unstaking process.

24.6. No Guarantee of Rewards. You have no right to a reward until it is received by STARCK. Rewards will be distributed to your account promptly after they are received by STARCK. Unless otherwise specified, the “staking rewards rate” disclosed by STARCK for an STK Digital Asset is an annualized historical rate based on the staking rewards generated by STARCK in providing staking services to STARCK customers for that STK Digital Asset. This rate is an estimate and changes over time.

support@starck.app

12 July 2024