**Stater Terms of Service**

This is Stater Terms of Service (the “**Agreement**” or these “**Terms**”, as amended, supplemented or modified from time to time) between you (the “**User**” or “**you**”) and Stater PTE Limited, a company registered in Singapore (No. 202240772C) (“**Stater**”, “**Company**”, “**we**” or “**us**”). By accessing, using or clicking “**I agree**” to any of the services (the “**Services**”) made available by Stater or one of its affiliates and subsidiaries (together with Stater, the “**Service Providers**”) through our web and mobile application software, application programming interfaces and any associated websites (together the “**Stater Platform**”), you acknowledge that you have read, understood and hereby accept to all of the terms and conditions contained in this Agreement, and you also have read, understood, and hereby accept the personal data and privacy policies adopted by Stater from time to time which is available on the Stater Platform (the “**Stater Privacy Policy**”), which form part of this Agreement. Additionally, when using certain Services or subscribing for certain products (the “**Products**”) on Stater Platform, you may be subject to additional terms and conditions applicable to such Services and Products.

 **RISK DISCLOSURE**

SUBSCRIBING FOR ANY DIGITAL ASSETS RELATED PRODUCTS OR SERVICES INVOLVES A HIGH DEGREE OF RISK. THE VALUE OF DIGITAL ASSETS MAY NOT BE BACKED OR SUPPORTED BY ANY GOVERNMENT. AS SUCH, DIGITAL ASSETS MAY SUFFER SIGNIFICANT VOLATILITY IN VALUE. THE DIGITAL ASSETS RELATED PRODUCTS AND SERVICES ARE NOT PRINCIPAL GUARANTEED AND YOU MAY LOSE A PART OR THE ENTIRETY OF THE PRINCIPAL INVESTED IN SUCH DIGITAL ASSETS RELATED PRODUCTS AND SERVICES. YOU ARE ADVISED TO CAREFULLY CONSIDER THE RISK EXPOSURE AND ACT CAUTIOUSLY. YOU MUST HAVE THE FINANCIAL ABILITY, SOPHISTICATION, EXPERIENCE, TOLERANCE AND WILLINGNESS TO BEAR THE RISKS OF ANY DIGITAL ASSETS RELATED PRODUCTS OR SERVICES, AND A POTENTIAL TOTAL LOSS OF THE UNDERLYING ASSETS. A DIGITAL ASSETS RELATED PRODUCT OR SERVICES IS NOT SUITABLE FOR EVERY CLIENT. PLEASE CAREFULLY REVIEW YOUR FINANCIAL SITUATION AND OBJECTIVES TO DETERMINE WHETHER SUCH PRODUCT OR SERVICES IS SUITABLE FOR YOU. FOR THE PURPOSE OF THIS AGREEMENT, “DIGITAL ASSETS” MEANS ANY ASSET THAT IS ISSUED AND/OR TRANSFERRED USING DISTRIBUTED LEDGER, BLOCKCHAIN TECHNOLOGY OR ANY EQUIVALENT TECHNOLOGIES, INCLUDING, BUT NOT LIMITED TO, ANY DIGITAL AND CRYPTO CURRENCIES, COINS, TOKENS AND ANY FUNCTIONALLY EQUIVALENT DIGITAL SUBJECTS, EXCLUDING ANY FIAT CURRENCY. IT ALSO INCLUDES “USDⓢ” PROVIDED BY STATER WHICH IS A UNIT OF ACCOUNT THAT YOU CAN CONVERT BETWEEN USD (US DOLLAR) AND A BASKET OF USD STABLECOINS (USDC, USDP, TUSD, BUSD) IN YOUR ACCOUNT AT A CONVERSION RATE OF 1:1, DEPOSIT ANY OF THE AFOREMENTIONED USD STABLECOINS AND EXCHANGE THEM FOR USD AT A CONVERSION RATE OF 1:1, AND WITHDRAW USD AT A CONVERSION RATE OF 1:1 OF ANY OF THE AFOREMENTIONED USD STABLECOINS.

YOU ARE RESPONSIBLE FOR DETERMINING WHETHER THE USE OF ANY OF THE SERVICES UNDER THIS AGREEMENT IS LEGAL IN YOUR JURISDICTION AND YOU SHALL NOT USE THE SERVICES SHOULD SUCH USE BE ILLEGAL IN YOUR JURISDICTION. IF YOU ARE UNCERTAIN, PLEASE SEEK INDEPENDENT LEGAL ADVICE.

**1.              AGREEMENT CONDITIONS**

1.1           Stater reserves the right to modify or change the Terms at any time and at its sole discretion. Any and all modifications or changes to these Terms will be effective immediately upon being announced on the Stater Platform or released to users. As such, your continued use of Services acts as an acceptance of the amended agreements and rules. If you do not agree to any modification to these Terms, you must stop using the Services. Stater encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access and use of the Services.

**2.              ELIGIBILITY AND PROHIBITION OF USE**

2.1           By registering to use a Stater account (an “**Account**”), you represent and warrant that (a) you are at least 18 years old or of legal age to form a binding contract under applicable law; (b) you are an individual, legal person or other organization with full legal capacity and authority to enter into these Terms; and (c) you have not previously been suspended or removed from using the Services. If you are entering into these Terms on behalf of a legal entity of which you are an employee or agent, you represent and warrant that you have all necessary rights and authority to bind such legal entity and all the information and materials you have submitted, or will submit, to Stater for the purposes of completing the know-your-customer process (the “**KYC**”) are true and accurate.

2.2           By accessing and using the Services, you possess the nationality and residency in a jurisdiction that Stater offers its Services legally and are not on any trade or economic sanctions lists, including, without limitation, the UN Security Council Sanctions List, designated as a “**Specially Designated National**” by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or placed on the U.S. Commerce Department’s “**Denied Persons List**”. Stater maintains the right to select its markets and jurisdictions to operate and may restrict or deny the Services in certain countries at its discretion.

2.3           You acknowledge and agree that Stater may refuse to provide Services to you or cancel your access to the Account or any Services if it reasonably determines that you are not eligible to use our Services.

**3.              PAST PERFORMANCE**

3.1           You acknowledge and agree that the past performance of any Services or Product is not an indication of future performance. In providing the Services and Products, Stater does not guarantee the performance of any Services or Product and does not provide any financial or legal advice to you, notwithstanding any statements by anyone to the contrary. You shall be solely responsible for determining the suitability of the Services or Product for you.

**4.              CURRENCY**

4.1           You shall be aware of the currency to denominate your Account on Stater Platform (the “**Default Currency**”). You shall be solely responsible to bear any currency exchange risk if you choose a currency other than the Default Currency in and for the purposes of using the Services.

4.2           From time to time, we may provide information to you which presents your multi-currency balances in the equivalent value of your Default Currency, using the rates prevailing at the time the information is produced. However, you should note that the balances have not been physically converted and that the presentation of the information in your Default Currency is for information only.

**5.              GAPPING**

5.1           Gapping is a sudden shift in the price of an underlying market from one level to another. Various factors can lead to gapping (for example, economic events or market announcements). When these factors occur, the price of Digital Assets in the underlying market may move fast and drastically, and you may not have the opportunity to sell your instruments or conduct other stop-loss activities. You acknowledge and agree that you are solely responsible for bearing all the relevant risks.

**6.              MARKET LIQUIDITY**

6.1           In setting the prices, spreads and other features of a Product, Stater may take into account the market conditions of the relevant Digital Assets which may change significantly fast and drastically. Under certain circumstances, you may not be able to liquidate a Product or your trading position therein under the desirable terms or timeframe. You acknowledge and agree that you are solely responsible to bear all the relevant risks.

**7.              INSOLVENCY**

7.1           The insolvency or default of any exchanges or brokers involved with the Services and Products may lead to your trading positions being liquidated or closed out without your consent. In certain circumstances, you may lose the entire assets that you have invested. Stater will use reasonable endeavors to notify you promptly of the occurrence of any such situation.

**8.              REGISTRATION AND VERIFICATION**

8.1           To register for an Account, you must provide all the information required by Stater for the purposes of KYC and accept these Terms and the Stater Privacy Policy. Stater may, at its sole discretion, refuse to open an Account for you. You agree to provide complete and accurate information when opening an Account and agree to promptly update any information you provide to Stater so that such information is complete and accurate at all times. We will collect, use and share this information in accordance with Stater Privacy Policy.

8.2           If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, Stater shall have the right to send you a notice to demand corrections, remove relevant information directly and terminate all or part of the Services to you. And Stater shall not be responsible for any expense or loss incurred by you in such situations.

**9.              ACCOUNT TYPES AND AUTHORIZED USERS**

9.1           Individual Account

(a)        An “**Individual Account**” refers to an Account that is owned by only one natural person who is, and will continue to be, the only person authorized to take any action in the Account. By opening an Individual Account, you represent and warrant that you are, and shall at all times continue to be, the sole beneficial owner of the Account and user of all the Services facilitated or generated therefrom.

9.2           Corporate Account

(a)        A “**Corporate Account**” refers to an Account that is owned by a corporation, unincorporated association, a company, a partnership, fiduciary, sole proprietorship or other legally recognized groups (interchangeably defined as an “**Entity**”). An Entity can apply to open a Corporate Account through any natural person(s) who is duly authorized by the Entity to do so (an “**Authorized User**”). Each Authorized User represents and agrees, on behalf of the Entity, as well as on his or her own behalf, that he or she:

(i)          is fully authorized to execute all documents or otherwise complete our requirements in his or her stated capacity;

(ii)         has provided us all documents or other information necessary to demonstrate that authority; and

(iii)        will provide other documents and complete other requirements as we may request from time to time;

We may refuse to recognize any such authorization if, in our reasonable judgment, it appears to be incomplete or improperly executed. By opening a Corporate Account, the Authorized User represents and warrants on behalf of the Entity that the Entity is and shall at all times continue to be the sole beneficial owner of the Account and user of all the Services facilitated or generated therefrom, and that the identities and other information of the ultimate beneficial owners of the Entity are as presented to Stater during the KYC; and

The number of Authorized Users that each Entity may maintain is subject to the review and approval of Stater from time to time. The Entity shall be solely responsible for promptly notifing Stater of any change to the identities or other information of its Authorized Users. Stater shall be entitled to rely on any instruction from an Authorized User acting on behalf of the relevant Entity.

**10.           AML AND CFT COMPLIANCE AND MARKET CONDUCT RULES**

10.1        All the Services, Products and activities on the Stater Platform are subject to the laws, regulations, and rules of any applicable governmental or regulatory authority, including, without limitation, all applicable tax, anti-money laundering and counter financing of terrorism laws. You agree and understand that by using the Services in any capacity, you shall act in compliance with and be legally bound by these Terms and all applicable laws and regulations, and failure to do so may result in the suspension of your ability to use the Services or the closure of your Account.

10.2        You agree to adhere to the following market conduct rules (the “**Market Conduct Rules**”) which are designed to prevent the use of the Stater Platform for manipulative or deceptive market products, including, but not limited to, market abuse and misconduct. Any violations of such, in our reasonable opinion, may lead to your Account being immediately suspended or cancelled.

**11.           ACCOUNT USAGE AND SECURITY**

11.1        Stater reserves the right to suspend, freeze or cancel Accounts that are used by persons other than the persons whose names they are registered under (including the Authorized Users). You shall immediately notify Stater if you suspect or become aware of unauthorized use of your Account. Stater will not be liable for any loss or damage arising from any use of your Account by you or by any third party (whether or not authorized by you).

11.2        We strive to maintain the safety of user funds entrusted to us and have implemented industry-standard protections for the Services. However, there are risks that may arise from individual user actions. You agree to treat your Account access credentials such as user name and password as confidential information and not to disclose such information to any third party. You also agree that you are responsible for taking necessary safety precautions to protect your own Account and information. You shall be solely responsible for the safekeeping of your Account and password on your own, and you shall be responsible for all activities under your Account.

11.3        By creating an Account, you hereby agree that:

(a)        you will notify Stater immediately if you are aware of any unauthorized use of your Account and password by any person or any other violations of the security rules;

(b)        you will, and will procure all Authorized Users to, strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures as required by Stater;

(c)        you will log out from your Account the Stater Platform by taking proper steps at the end of every visit; and

(d)        you will apply necessary security and protective measures to the device which you use to access the Account, including, without limitation, (i) updating the device’s browser to the latest version available; (ii) patching the device’s operating systems with regular security updates provided by the operating system provider; (iii) installing and maintaining the latest anti-virus software on the device, where applicable; and (iv) using strong passwords, such as a mixture of letters, numbers and symbols.

**12.           LICENSE AND IP RIGHTS**

12.1        We grant you a limited, non-exclusive, revocable, non-transferable and non-sublicensable license to use (and allow Authorized Users to use) the Services pursuant to the terms of this Agreement. Stater and its licensors retain all rights, title and interest in and to the Services, including all source code, object code, data, information, copyrights, trademarks, patents, inventions and trade secrets embodied therein, and all other rights not expressly granted to you hereunder.  You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the content related to the Services, including for any purpose competitive to Stater or any commercial purpose, in whole or in part.

12.2        All content on the Stater Platform is the property of Stater and is protected by copyright, patent, trademark and any other applicable laws, unless otherwise specified hereby.

12.3        The trademarks, trade names, service marks, identifying marks, illustrations, designs and logos of Stater and others used on the Stater Platform (hereinafter the “**Trademarks**”) are the property of Stater and its respective owners. The software code (whether binary, assembly, source, object, HTML or otherwise), applications, text, images, graphics, data, files, prices, trades, charts, graphs, video and audio materials used on the Stater Platform belong to Stater. The Trademarks and other content on the Stater Platform should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, no matter manual or automated, without prior written consent of Stater. The use of any content from the Stater Platform on any other site or application or a networked computer environment for any other purpose is strictly prohibited. Any such unauthorized use may violate copyright, patent, trademark and any other applicable laws and could result in criminal or civil penalties.

**13.           DEPOSITS AND WITHDRAWALS**

13.1        In order to complete a Digital Assets transaction or settlement, you will need sufficient funds in your Account, either in the form of Digital Assets or fiat currency depending upon the order type you select. Stater may not support all funding methods at all times. You are solely responsible for your use of any external account, provider, or service used to transfer funds to your Account. The timing associated with any deposit will vary and may depend on the performance of third parties unrelated to Stater. We shall not be responsible for damages resulting from any failure or delay in funding the Account by you or third parties.

13.2        We shall store Digital Assets that you transferred to us in a Digital Assets wallet or other storage methods at our sole discretion and record your ownership of your Digital Assets in our records.

13.3        In the event that the balance of available funds in the Account is greater than any minimum balance requirements needed to satisfy all open orders and settlements, you may request a withdrawal of funds. You are solely responsible for losses resulting in whole or in part from any external account, provider, or service. We may, at our sole discretion, impose daily, weekly, monthly, or other periodic limits on deposits and withdrawals, which we may implement, eliminate, increase or decrease without advance notice. Your withdrawal requests may be delayed or canceled as part of our compliance program.

**14.           NO DEPOSIT PROTECTION**

14.1        No Stater entity is or is regulated as a bank or any other type of depository institution in any jurisdiction. Digital Assets held in your Account are not eligible for any public or private deposit insurance protection or any other protection programs of similar nature.

**16.           CANCELLATION OR MODIFICATION OF TRANSACTIONS**

16.1        By using the Services, you acknowledge that any Order placed by you and accepted by Stater is a firm Order and represents a binding obligation to buy or sell the specified quantity of Digital Assets. You acknowledge and agree that Stater may reverse, modify or cancel an Order in the following circumstances:

(a)        if Stater is compelled to do so by any applicable law, regulation, court order or instruction from competent authority;

(b)        if Orders are deemed, at Stater’s reasonable discretion, to be abusive or fraudulent in nature; or

(c)        if Orders are deemed, at Stater’s reasonable discretion, to involve obvious errors with respect to price, quantity or other parameters.

**19.           CONSENT TO REHYPOTHECATE**

19.1        Except where prohibited or limited by applicable law, you grant Stater the right, without further notice to you, to hold the Digital Assets held in your Account in Stater’s name or in another name, and to pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use any amount of such Digital Assets, separately or together with other property, with all attendant rights of ownership, and for any period of time and without retaining in Stater’s possession and/or control a like amount of Digital Assets, and to use or invest such Digital Assets at its own risk. You acknowledge that, with respect to assets used by Stater pursuant to this paragraph, (a) you may not be able to exercise certain rights of ownership; and (b) Stater may receive compensation in connection with lending or otherwise using Digital Assets in its business to which you will have no entitlement.

**20.           SERVICE AVAILABILITY AND MAINTENANCE**

20.1        Stater does not guarantee uninterrupted access to the Services at all times. Stater may suspend access without prior notice during scheduled or unscheduled system repairs or upgrades and modify the Services at any time without prior notice. Stater Platform and all Services undergoes regular maintenance. During such times, some or all of the functionality of Stater Platform may be unavailable. Stater may temporarily halt operations in the event that the unanticipated maintenance is required. This may include, but is not limited to, unexpected outages or mul-functions of computers, virtual asset networks, powers or vendors, or cyber security incidents.

**21.           NETWORK CONTROL**

21.1        Stater does not own or control any of the underlying software through which blockchain networks are formed and Digital Assets are created and transacted. In general, the underlying software for blockchain networks tends to be open source such that anyone can use, copy, modify, and distribute it. By using any of the Services, you understand and acknowledge that Stater is not responsible for the operation of the underlying software and networks that support Digital Assets and that Stater makes no guarantee of functionality, security, or availability of such software and networks.

**22.           FORKS AND DISTRIBUTIONS**

22.1        As a result of the decentralized and open-source nature of Digital Assets, it is possible that sudden, unexpected, or controversial changes (the “**Forks**”) can be made to any Digital Assets that may change the usability, functions, value or even name of a given Digital Assets. Such Forks may result in multiple versions of a Digital Assets (each a “**New Digital Assets**”) and could lead to the dominance of one or more such versions (each a “**Dominant Digital Assets**”) and the partial or total abandonment or loss of value of any other versions of such Digital Assets (each a “**Non-Dominant Digital Assets**”).

22.2        Due to the administrative complexity of being the repository for a forked Digital Assets, the support of any New Digital Assets in your Account is solely at the discretion of Stater. Stater is under no obligation to support a Fork of a Digital Assets that you hold in your Account, whether or not any resulting version of such forked Digital Assets is a Dominant Digital Assets or Non-Dominant Digital Assets or holds value at or following such Fork.

22.3        If Stater elects, at its sole discretion, to support a Fork of a Digital Assets, it may choose to do so by making a public announcement through its Stater Platform or otherwise notifying customers, and shall bear no liability for any actual or potential losses that may result based on the decision to support such Fork or the timing of implementation of support. If Stater, at its sole discretion, does not elect to support a Fork of a given Digital Assets, including the determination to support, continue to support, or cease to support any Dominant Digital Assets or Non-Dominant Digital Assets, Stater assumes no responsibility or liability whatsoever for any losses or other issues that might arise from an unsupported Fork of a Digital Assets.

22.4        Stater does not generally offer support for the distribution of assets based on a triggering fact or event, such as the possession of another asset (each an “**Airdrop**”), the provision of rewards or other similar payment for participation in a Digital Assets’s protocol (the “**Staking Rewards**”), or any other distributions or dividends that Users might otherwise be entitled to claim based on their use or possession of a Digital Assets outside of the Stater Platform (collectively, “**Digital Assets Distributions**”). Stater may, at its sole discretion, elect to support any Digital Assets Distribution, but is under no obligation to do so and shall bear no liability to Users for failing to do so, or for initiating and subsequently terminating such support.

22.5        In the event of a Fork of a Digital Assets, we may be forced to suspend any or all activities relating to such Digital Assets (including trades, deposits, and withdrawals) on the Stater Platform for an extended period of time, until Stater has determined at its sole discretion that such functionality can be restored (the “**Downtime**”). This Downtime may occur at the time that a Fork of a given Digital Assets occurs, potentially with little to no warning. During such Downtime, you understand that you may not be able to trade, deposit, or withdraw the Digital Assets subject to such Fork. Stater does not bear any liability for losses incurred during any Downtime due to the inability to trade or otherwise transfer Digital Assets. All determinations regarding forks shall be made by Stater at its sole and absolute discretion and in accordance with applicable law.

**23.           TAXATION**

23.1        It is your sole responsibility to determine whether, and to what extent, any taxes apply to you, and to withhold, collect, report and remit the correct amount of taxes to the appropriate tax authorities.

23.2        The Company has the right to make any tax withholdings or filings that the Company is required by applicable law to make, but the Company is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

**24.           INDEMNIFICATION**

24.1        You agree to indemnify and hold Stater and each of its affiliates and third-party service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives (the “**Indemnified Parties**”), harmless from any cost, loss, claim or demand (including, but not limited to, attorneys’ fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to:

(a)        your breach of these Terms, Stater Privacy Policy and any other agreements that you have entered into with us;

(b)        your violation of any law, rule or regulation, or the rights of any third party; and

(c)        any loss resulting from your willful default, fraud or gross negligence.

24.2        Any invalidity, unenforceability, release or discharge of the liability of you to any of the Indemnified Parties shall not affect the liability of any other persons (if any) to the Indemnified Parties.

**25.           TERMINATION OF AGREEMENT**

25.1        You agree that Stater shall have the right to immediately suspend or cancel your Account (and any accounts beneficially owned by related entities or affiliates), freeze, lock or otherwise dispose the funds or Digital Assets in all such Accounts, and suspend your access to Stater for any reason including if it suspects any such Accounts to be in violation of these Terms, Stater Privacy Policy, or any applicable laws and regulations. You agree that Stater shall not be liable to you for any permanent or temporary modification, suspension or termination of your Account or access to all or any portion of the Services. Stater shall have the right to keep and use the transaction data or other information related to such Accounts. The above account controls may also be applied in the following cases:

(a)        the Account is subject to a governmental proceeding, criminal investigation or other pending litigation;

(b)        we detect unusual activity in the Account;

(c)        we detect unauthorized access to the Account;

(d)        the Account has not been used by the user for six (6) consecutive months;

(e)        you are in violation of the Market Conduct Rules;

(f)         the Account has been used to send or receive funds from illegal gambling websites where local laws and regulations prohibit gambling;

(g)        we are informed that any transaction or activity in the Account involves frauds (such as credit card theft); and

(h)        we are required to do so by a court order or command by a regulatory/government authority.

25.2        In case of any of the following events, Stater shall have the right to directly terminate this Agreement by cancelling the Account, and shall have the right to permanently freeze (cancel) the authorizations of your Account and withdraw the corresponding Stater Account thereof:

(a)        after Stater terminates Services to you;

(b)        you allegedly register or register in any other person’s name as Stater user again, directly or indirectly;

(c)        the information that you have provided is untruthful, inaccurate, outdated or incomplete; when these Terms are amended, you expressly state and notify Stater of your unwillingness to accept the amended Terms;

(d)        the Account has not been used by the user for twelve (12) consecutive months;

(e)        you request that the Services be terminated;

(f)         we are informed that any transaction or activity in the Account involves frauds (such as credit card theft); and

(g)        any other circumstances where Stater deems it should terminate the Services.

25.3        Should your Account be terminated, the Account and transactional information required for meeting data retention standards will be securely stored for 5 years. In addition, if a transaction is unfinished during the account termination process, Stater shall have the right to notify your counterparty of the situation at that time. You acknowledge that a user-initiated account exit (right to erasure under GDPR or other equivalent regulations) will also be subjected to the termination protocol stated above.

25.4        If Stater receives notice that any funds held in your Account are alleged to have been stolen or otherwise are not lawfully possessed by you, Stater may, but has no obligation to, place an administrative hold on the affected funds and your Account. If Stater does place an administrative hold on some or all of your funds or Account, Stater may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to Stater has been provided to Stater in a form acceptable to Stater. Stater will not involve itself in any such dispute or the resolution of the dispute. You agree that Stater will have no liability or responsibility for any such hold, or for your inability to withdraw funds or execute trades during the period of any such hold.

25.5        Upon payment of all outstanding charges to Stater following an Account closure, the User will have 5 business days to withdraw all funds from the Account, except that Stater shall maintain full custody of the funds and User data/information which may be turned over to governmental authorities in the event of Account suspension/closure arising from fraud investigations, violation of law investigations or violation of these Terms.

**26.           RESTRICTED ACTIVITIES**

26.1        In connection with your use of the Services, you will not:

(a)        violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of the Services;

(b)        provide false, inaccurate, incomplete or misleading information;

(c)        infringe upon Stater's or any third party's copyright, patent, trademark, or intellectual property rights;

(d)        engage in any illegal activity, including, without limitation, illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, the financing of terrorism, or any other violent activities;

(e)        distribute unsolicited or unauthorized advertising or promotional material, written media releases, public announcements and public disclosures, junk mail, spam or chain letters;

(f)         use a web crawler or similar technique to access our Services or to extract data;

(g)        reverse engineer or disassemble any aspect of the Stater Platform, or the Services in an effort to access any source code, underlying ideas and concepts and algorithms;

(h)        perform any unauthorized vulnerability, penetration or similar testing on the API;

(i)          take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data or information;

(j)          transmit or upload any material to the Stater Platform that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;

(k)        otherwise attempt to gain unauthorized access to or use of the Stater Platform, other Accounts, computer systems, or networks connected to the Stater Platform, through password mining or any other means;

(l)          transfer any rights granted to you under these Terms; or

(m)      engage in any behavior which breaches these Terms or is otherwise deemed unacceptable by Stater in its reasonable discretion.

**27.           LIMITATION OF LIABILITY**

27.1        Stater shall not be liable for any loss arising from:

(a)        for any malfunction, defect or error in any terminal used to process any instructions from you, or other machines or system of authorization whether belonging to or operated by other persons or us;

(b)        for any delay or inability on our part to perform any of our obligations under this Agreement because of any Force Majeure Event;

(c)        for any damage to or loss or inability to retrieve any data or information that may be related to the Loan or our Services hereunder;

(d)        any underperformance, negligence or default of any third parties that Stater may engage, such as Digital Assets wallet providers, exchanges or brokers, in providing the Services and Products, directly or indirectly;

(e)        fraud or forgery of any third parties;

(f)         business interruption, loss of revenue or profits, loss of business opportunity, customers or contracts, goodwill, opportunity or anticipated savings whether direct or indirect, even if we are advised of or knew or should have known of the possibility of the same; or

(g)        any indirect or consequential loss.

27.2        Subject to applicable laws, Stater’s total liability to you in respect of the Services shall not exceed the amount you paid for the purpose of using the Services.

27.3        Notwithstanding anything in this Agreement to the contrary, the obligations and liabilities of Stater will be without recourse to any other subsidiary or affiliate of Stater, or their respective officers, employees, directors, contractors, agents or representatives and you agree not to make any claims against any other subsidiary or affiliate of Stater, or their respective officers, employees, directors, contractors, agents or representatives.

27.4        You acknowledge that all Products and Services are subject to substantial risk, including the risk of significant or total loss of your principal. There are no assurances or guarantees made by Stater or any associated parties that any Product or Services will result in a profit or principal guarantee.

For the avoidance of doubt, in no event shall Stater be held liable for damages or for any loss of any kind caused, directly or indirectly, by errors, frauds, cybersecurity attacks, hacks, wrongdoings, performance failure, default, negligence or misconduct of counterparties or exchanges where assets may be held or traded, failure of transmission of communication facilities, government restrictions, war, terrorist acts,  insurrection, riots, fires, flooding, strikes, failure of utility services, adverse weather or  other events of like nature, including, but not limited to, earthquakes, hurricanes and tornadoes, pandemics, or other conditions beyond Stater’s control.

**28.           REMEDIES FOR BREACH OF TERMS**

28.1        Stater reserves the right to seek all remedies available at law, including, without limitation, the right to restrict, suspend or terminate your Account or deny you access to the Services without notice, and Stater shall be entitled to disclose information (including, but not limited to, your user identity and personal details) when cooperating with law enforcement enquiries (whether or not such enquiries are mandatory under applicable law) or where permitted under or otherwise comply with applicable law.

**29.           CONFIDENTIALITY**

29.1        You undertake not to disclose to any person or persons any Confidential Information that you may acquire in the course of your use of the Services. For the purposes of these Terms, “**Confidential Information**” shall mean any written information (including information provided in electronic form) or oral information which is confidential or a trade secret or proprietary and which is clearly identified as confidential at the time of disclosure or would be assumed by a reasonable person to be confidential under the circumstances surrounding the disclosure. Notwithstanding the foregoing, Confidential Information shall not include information which is: (a) already known by you prior to receipt from us; (b) publicly known or becomes publicly known through no wrongful act of you; (c) rightfully received from a third party without you having knowledge of a breach of any other relevant confidentiality obligation; or (d) independently developed by you. The obligations of this clause do not prevent you from disclosing Confidential Information either: (a) to a third party pursuant to a written authorization from us; or (b) to satisfy a requirement of, or demand by, a competent court of law or other tribunal or governmental, or administrative or regulatory or self-regulatory body or listing authority or any applicable law, provided that Stater is notified prior to such disclosure to the extent permitted by applicable law.

**30.           NO WARRANTIES**

30.1        THIS STATER PLATFORM IS PROVIDED “AS IS” WITH ALL FAULTS, AND STATER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THIS STATER PLATFORM OR THE MATERIALS CONTAINED ON THIS STATER PLATFORM. ADDITIONALLY, NOTHING CONTAINED ON THIS STATER PLATFORM SHALL BE CONSTRUED AS PROVIDING CONSULT OR ADVICE TO YOU.

**31.           SEVERABILITY**

31.1        If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

**32.           ASSIGNMENT**

32.1        You may not transfer any rights or obligations you may have under these Terms unless Stater has provided written consent to the assignment. Stater may assign or transfer to any third party (including, without limitation, any other corporation that is an affiliate of Service Provider) any of Stater’s rights and obligations under these Terms without your consent or the need to provide you with any prior notice of such assignment or transfer and you irrevocably consent to any such assignment or transfer by Stater.

**33.           CHANGE OF CONTROL OR RESTRUCTURE**

33.1        Without limiting the preceding clause, in the event that Stater or Service Provider is restructured or is acquired, merged or consolidated with another entity, you agree that Stater may transfer or assign the information it has collected from you and our relationship with you (including this Agreement) as part of such restructuring, merger, acquisition or consolidation.

**34.           GOVERNING LAW**

34.1        EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SINGAPORE, WITHOUT GIVING EFFECT TO THE RULES, PRINCIPLES, OR LAWS REGARDING CONFLICTS OF LAW THEREOF.

**35.           DISPUTE RESOLUTION**

35.1        ANY DISPUTE, CONTROVERSY, DIFFERENCE OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE EXISTENCE, VALIDITY, INTERPRETATION, PERFORMANCE, BREACH OR TERMINATION THEREOF OR ANY DISPUTE REGARDING NON-CONTRACTUAL OBLIGATIONS ARISING OUT OF OR RELATING TO IT SHALL BE REFERRED TO AND SOLELY, EXCLUSIVELY AND FINALLY RESOLVED BY ARBITRATION ADMINISTERED BY THE SINGAPORE ARBITRATION. THE LAW OF THIS ARBITRATION CLAUSE SHALL BE SINGAPORE LAW. THE SEAT OF ARBITRATION SHALL BE SINGAPORE. THE NUMBER OF ARBITRATORS SHALL BE ONE. THE ARBITRATION PROCEEDINGS SHALL BE CONDUCTED IN ENGLISH. ARBITRATION HEREUNDER MAY PROCEED NOTWITHSTANDING THAT ANY PARTY FAILS TO PARTICIPATE IN ACCORDANCE WITH THE ADMINISTERED ARBITRATION RULES, PROVIDED THAT PROPER NOTICE OF SUCH ARBITRATION HAS BEEN GIVEN TO SUCH PARTY, AND THE FINAL AWARD OF THE ARBITRAL TRIBUNAL SHALL BE BINDING ON SUCH PARTY NOTWITHSTANDING ITS FAILURE TO PARTICIPATE. THE ARBITRAL AWARD IS FINAL AND BINDING UPON BOTH PARTIES.

**36.           RELATIONSHIP**

36.1        You hereby agree that Stater, in providing the Services, has not acted and is not acting as a fiduciary or a professional advisor of you and has not provided (or held itself out as providing) to you recommendations or advice with respect to particular investment decisions or advice of any other nature.

**37.           OTHER VERSIONS OF THE AGREEMENT**

37.1        In the event of any inconsistency between different versions of this Agreement, the English version shall prevail.

**38.           THIRD PARTY RIGHTS**

38.1        Except for any Indemnified Parties, a person who is not a party to this Agreement may not enforce any of these terms and conditions. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability, or terminate any of these Terms. For the purpose of this Agreement, any references to Stater shall include their successors and assigns.

**39.           INSTRUCTIONS FROM YOU**

39.1        Where any Services subscription is initiated from your Account using your credentials, we will assume that you authorized such subscription unless you notify us otherwise. We shall not be liable for any loss or damage suffered as a consequence of our acting on or acceding to any such instruction or request.

39.2        Notwithstanding the foregoing sentence, we may but shall not be obliged to accept and act on any instruction or request whether given by mail, electronic mail, facsimile transmission or through the telephone, if Stater or our officers, employees, agents or representatives suspect your Account might have been stolen or any subscription has not been authorized by you or we have received conflicting instructions, we may suspend your Order and make further inquiries. You agree that Stater shall not be liable for any losses due to such actions.

**40.           COMMUNICATIONS WITH YOU**

40.1        You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, “**Communications**”) that we provide in connection with Account and the Services.

40.2        Communications may include:

(a)        terms of use and policies you agree to (e.g. the Agreement and Stater Privacy Policy), including updates to these agreements or policies;

(b)        account details, history, transactions, receipts, confirmations, and any other account or transaction information;

(c)        legal, regulatory, and tax disclosures or statements we may be required to make available to you; and

(d)        responses to claims or customer support inquires filed in connection with Account and the Services.

40.3        Unless otherwise specified in this Agreement, we will provide these Communications to you by posting them on Stater Platform, emailing them to you at your email addresses provided to us, and/or through other electronic communications such as text messages or mobile push notifications, and you agree that such Communications shall be deemed to have been received by you if Stater has delivered them based on the latest information on your profile.

40.4        You are responsible for keeping your contact details (including your email address and telephone number) up to date on your profile in order to receive any Communications we may send to you.

**41.           ANY FAILURE TO EXERCISE RIGHTS**

41.1        Any delay or failure by us to exercise our rights and/or remedies under this Agreement does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

**42.           AMENDMENTS AND WAIVERS**

42.1        The Company may amend or modify the Agreement at any time by posting the revised agreement on the Stater Platform and/or providing a copy to you (the “**Revised Agreement**”). If you continue to use the Services under this Agreement after the Revised Agreement is posted on the Stater Platform or provided to you, you shall be deemed to have accepted the Revised Agreement and such Revised Agreement shall be binding on you. If you do not wish to accept the Revised Agreement, please notify us as promptly as possible. The Agreement can only be amended or modified pursuant to this clause 42.1. No employees of Stater or associated parties may unilaterally or jointly amend or modify this Agreement in any other way.

42.2        We may not be able to continue providing Services to you if you do not accept the Revised Agreement.

**43.           ENFORCEABILITY**

43.1        If any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.

**44.           TITLES AND SUBTITLES**

44.1        Titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

**45.           ENTIRE AGREEMENT**

45.1        This Agreement (including documents incorporated by reference herein) comprise the entire understanding and agreement between you, and Stater as to the subject matter hereof, and it supersedes any and all prior discussions, agreements and understandings of any kind (including, without limitation, any prior versions of this Agreement), and every nature between and among you and Stater.