**Stater Wallet/Account Agreement**

This is Stater Wallet/Account Agreement (the “**Agreement**”) between you (the “**Client**” or “**you**”) and Stater PTE Limited, a company registered in Singapore (No. 202240772C) (“**Stater**”, “**Company**”, “**we**”, or “**us**”) (Stater together with you, the “**Parties**” and each a “**Party**”). The Agreement sets forth the terms and conditions under which you may use the Account and the Services (each as defined below) provided on the Stater Platform. By clicking “**I agree**” (or other phrases of the equivalent meaning), you acknowledge that you have read and understood, and thereby agree to accept all of the terms and conditions contained in the Agreement, Stater Privacy Policy (as defined below) and Stater Terms of Service (as defined below). If you have any questions regarding the Account and the Services and/or the Agreement, please contact our customer service by sending an email to support@stater.finance .

**RISK DISCLOSURE**

SUBSCRIBING FOR ANY DIGITAL ASSET-RELATED PRODUCTS 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, AND A POTENTIAL TOTAL LOSS OF THE UNDERLYING ASSETS. A DIGITAL ASSET-RELATED PRODUCT IS NOT SUITABLE FOR EVERY CLIENT. PLEASE CAREFULLY REVIEW YOUR FINANCIAL SITUATION AND OBJECTIVES TO DETERMINE WHETHER SUCH PRODUCT IS SUITABLE FOR YOU.

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.              DEFINITIONS**

Unless otherwise specified in this Agreement, the capitalized terms in this Agreement have the following meanings:

1.1           Definitions:

                  “**Account**” means the Stater account you have registered on the Stater Platform which is fully functional after completion of due diligence by Stater and is not suspended or revoked by Service Providers.

                  “**Account Digital Assets**” means certain Digital Assets recorded on your Account.

                  “**Additional Terms**” means Additional Terms under clause 10.1.

                  “**Communications**” means Communications under clause 19.1.

                  “**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 Money. 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.

                  “**Earning**” means any amount of return on your Account Digital Assets on your Account and such return shall be denominated in the units of the relevant Digital Assets.

                  “**Earning Eligible Digital Assets**” means Earning Eligible Digital Assets under clause 8.1.

                  “**Earning Effective Day**” means a 24 hour period commencing at 00:00 (UTC) on any day and ending at 00:00 (UTC) on any day on the next immediately following day.

                  “**Earning Rate**” means the rate of earning on any Digital Assets on your Account decided by the Company in its discretion and calculated as the equivalent annual Earning that certain amount of Digital Assets generate over a calendar year.

                  “**Fiat Money**”means any money denominated in a fiat currency, excluding (a) Bitcoins, (b) stable coins and (c) any other Digital Assets that are not directly issued by any governments or central banks as fiat currencies in the relevant jurisdictions.

                  “**Flexible Earning**” means Flexible Earning under clause 8.1.

                  “**Flexible Earning Product**” means Flexible Earning Product under clause 8.1.

                  “**Force Majeure Event**” means any of the events out of reasonable control of the Company, including, but not limited to, nationalization, expropriation, currency restrictions, acts of state, acts of God, earthquakes, fires, floods, typhoons, tsunami, wars, civil or military disturbances, sabotage, terrorism and cyber-terrorism, security, integrity, and availability of the internet or blockchain networks, epidemics, pandemics, public health crisis, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services, accidents, labor disputes, regulatory changes, power failures or breakdowns in communications links or equipment of the Company, its contractors, agents or representatives.

                  “**Indemnified Parties**” means Indemnified Parties under clause 14.1.

                  “**Other Services**” means Other Services under clause 10.1.

                  “**Revised Agreement**” means Revised Agreement under clause 30.1.

                  “**Services**" means any services provided by the Company under the Agreement.

                  “**Service Providers**” means Stater and its subsidiaries and affiliates that operate the Stater Platform, and each of them is a “**Service Provider**”.

                  “**Stater Platform**” means the service platform operated by Service Providers, including the mobile application software, application programming interfaces and any associated websites, made available to you by Stater and the associated updates, upgrades, supplements, releases and versions by Service Providers from time to time.

                  “**Stater Privacy Policy**” means the personal data and privacy policies adopted by Stater from time to time which is available on the Stater Platform.

                  “**Stater Terms of Service**” means the general terms of services adopted by Stater from time to time which is available on the Stater Platform.

**2.              YOUR ACCOUNT**

2.1           Your Account is provided to you by Stater to access services available on the Stater Platform.

2.2           You acknowledge that your Account is not a deposit or investment account under any laws and will not:

(a)        earn any interest on your Account; or

(b)        be protected by any government-sponsored deposit protection schemes.

2.3           Your Account may earn Earnings in accordance with this Agreement.

2.4           You shall not use your Account for any unlawful purposes or any abusive or other activities that Stater may prohibit on the Stater Platform from time to time.

**3.              OPENING YOUR ACCOUNT**

3.1           You represent and warrant to us that you are at least 18 years old and you are not a sanctioned person or subject to any economic or financial sanctions laws, measures or embargoes administered or enforced by any governments or agents under any applicable laws.

3.2           By opening and using your Account, you agree to the terms and conditions under this Agreement.

3.3           You warrant that you have the full right, power, and authority to agree to the terms and conditions in this Agreement.

3.4           You warrant that you are not impersonating any other person, operating under an alias or otherwise concealing your identity.

3.5           We are entitled, in our sole discretion, to refuse to open an Account for you and to suspend, restrict or terminate your Account at any time.

**4.              ACCOUNT ACCESS**

4.1           You are only permitted to access your Account using your user account login credentials and other required forms of authentication registered with Stater during your Account opening process.

4.2           You agree and understand that you are solely responsible (and you will not hold us responsible) for managing and maintaining the security of your Account login credentials and any other required forms of authentication. You further agree and understand that we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your Account due to no fault of the Company or your failure to comply with this Agreement or any other instructions or alerts we may send to you.

4.3           If you believe the details of your Account or login credentials are disclosed, lost or stolen or used in an unauthorized manner, you shall notify us immediately of such loss, theft or unauthorized use by emailing us at support@Stater.finance or notifying us in writing on the Stater Platform (if applicable).

**5.              LOADING**

5.1           You may load Digital Assets into your Account using your personal sources, bank transfer or other methods available on the Stater Platform, in each case, as accepted by the Company, and your Account will show the loaded Digital Assets once such Digital Assets have been completely delivered to blockchain address(es) provided by the Company to you and confirmed by the Company.

5.2           You are responsible for making sure that:

(a)        you use the correct address when you load any Digital Assets from your personal sources or other methods; and

(b)        the Digital Assets you selected to load into your Account are available for loading as decided by the Company from time to time.

You agree that if you used an incorrect address to transfer any Digital Assets, the Digital Assets may be lost permanently, in which case the Company shall not be liable to you for any losses.

5.3           In the event you are permitted to use the credit card or bank account to loan Digital Assets into your Account, you will use your credit card or bank account to purchase those Digital Assets at a spot price determined by Stater and you agree that once such purchase is processed, the transaction shall be irreversible and binding on you.

5.4           The Account will reflect all the relevant transactions you may conduct on the Stater Platform.

5.5           You are solely responsible for any fees charged by your bank, credit card issuer(s) or any intermediary fees or costs (including, but not limited to, any international transaction fees, cash advance fees and transfer to overseas service charges) relating to loading, transfer or purchase of Digital Assets in connection with your bank accounts or credit cards. You must check the exact amount of fees that may apply to your bank accounts or credit cards in connection with any transactions on your Account if you are not sure of the fee amounts. Certain banks and credit card issuers may treat the purchase of Digital Assets with the credit card as cash advance which may be subject to a high fee or interest rate as compared with other use of credit cards. For the avoidance of doubt, the Company shall not be liable for any such costs or fees under any circumstances.

5.6           The Company may also set requirements for your use of any bank account or credit card for transactions on the Stater Platform, and such requirements, including, but not limited to, relevant fees and the maximum or minimum transaction amount limit are available on the Stater Platform and the Company has the right to amend such requirements at any time in its sole discretion without prior notice to you.

5.7           The Company reserves the right to refuse to accept any transfer of Digital Assets or purchase of Digital Assets on your Account by delivering Fiat Money to the Company at its sole discretion, in which case you shall be liable for any costs and fees incurred for any return of Fiat Money or Digital Assets by the Company to you.

5.8           You acknowledge and agree that only bank account(s) or credit card(s) which are issued to and/or registered in your own name (excluding joint accounts) may be used to effect related loading of Digital Assets to your Account.

**6.              WITHDRAWAL**

6.1           You may withdraw all or part of Digital Assets in your Account. All fees, costs and charges for the bank transfer and/or blockchain transfer shall be at your expense.

6.2           Notwithstanding the preceding clause, you acknowledge and agree that the Company may conduct checks for the purposes of preventing fraud, money laundering, terrorist financing and other financial crimes, and as requested by applicable law. This may mean you may be prevented or delayed from withdrawing from your Account until those checks are completed to our reasonable satisfaction in order to comply with our regulatory requirements. You further acknowledge and agree that the Company may also impose other specific rules to limit your withdrawal from your Account in its discretion from time to time.

6.3           You acknowledge and agree that any information provided by you in relation to withdrawal instructions of any Digital Assets to the Company is true, accurately complete and the Company may process the withdrawal in reliance on such information. The withdrawal instructions cannot be canceled or reversed once processed by the Company.

6.4           You acknowledge and agree that you are responsible for ensuring the accuracy of any instructions submitted to the Company and that any errors may result in the irreversible loss of your Digital Assets. The Company shall not be responsible for any damage or loss caused by inaccuracy or mistakes in any of your instructions.

6.5           The Company will facilitate the withdrawal function. However, due to any events, including, but not limited to, technical reasons, underlying software protocols deficiencies or banking service suspension, the withdrawal may take a longer time or cannot be processed during certain period of time. You acknowledge and agree that the Company is not in any way liable for such delay and failure of withdrawal except for its willful misconduct, gross negligence or fraud.

**7.              TRANSACTIONS AND FEES**

7.1           By clicking “**accept**”, “**agree**” or any other words of equivalent meaning to initiate a transaction available to your Account on the Stater Platform, you are authorizing the Company to initiate such transactions and agree to pay the relevant prices, fees and costs in relation to the relevant transactions.

7.2           You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful, you authorize us, in our sole discretion, to cancel the transaction. You are responsible for ensuring you have sufficient Digital Assets on your Account to conduct any transaction.

7.3           Fees and charges on your Account shall be available on the Stater Platform and may be varied by Stater from time to time.

7.4           Stater may vary the rate or amount of any charge, fee or interest payable under this Agreement. Should you continue to keep or use your Account, you shall be considered to have accepted the changes.

**8.              FLEXIBLE EARN**

8.1           In respect of the balance of the Digital Assets on your Digital Asset Account, you may be considered to subscribe for the flexible earning product (the “**Flexible Earning Product**”) pursuant to which the Company will provide you with an Earning at an Earning Rate on a daily basis (the “**Flexible Earning**”) in accordance with the following conditions:

(a)        an Earning only applies to such Digital Assets on your Account that:

(i)          have been designated by the Company on the Stater Platform as a Digital Asset eligible for receiving a Flexible Earning;

(ii)         have been maintained on your Digital Asset Account for an Earning Effective Day consecutively;

(iii)        have not been used for any services on the Stater Platform during a relevant Earning Effective Day (other than being maintained on the Account); and

(iv)       have not earned any fixed Earnings from any other services on the Stater Platform during the relevant Earning Effective Day (the “**Earning Eligible Digital Assets**”);

(b)        the Flexible Earning on the Earning Eligible Digital Assets shall accrue and be transferred to your Account on a daily basis; and

(c)        the Company has the sole discretion to adjust or cancel any Flexible Earnings on any Earning Eligible Digital Asset with or without notice to you.

8.2           You agree that by opening you Account you shall be deemed to have subscribed for the Flexible Earning Product unless we are notified otherwise.

**9.              UTILIZATION OF ASSETS**

9.1           By subscribing for the Flexible Earning Product, the Client agrees that the Company may at its discretion apply part or all of the Client’s Digital Assets under the Flexible Earning Product for any purposes as the Company deems appropriate, including, to encumber, pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer, assign, invest or use any amount of the relevant Account Digital Assets, separately or together with other property, with all attendant rights of ownership, and for any period of time.

9.2           The Client acknowledges that, with respect to any or all of Account Digital Assets used by the Company pursuant to this preceding paragraph:

(a)        the Client will not be able to exercise rights of ownership; and

(b)        the Company may receive benefits or earnings other than the Flexible Earnings in connection with using such Account Digital Assets in its business to which you will have no entitlement.

**10.           ADDITIONAL TERMS**

10.1        You acknowledge that through your Account you may also access other products, services or facilities linked through your Account provided by Stater (the “**Other Services**”), and you agree that use of Other Services may be subject to additional terms and conditions separate from this Agreement and by using Other Services through your Account you agree you shall read and understand and agree to be bound those terms and conditions as Stater may impose from time to time (the “**Additional Terms**”) should you choose to use those Other Services. In the event there is any conflict between this Agreement and those Additional Terms, those Additional Terms shall govern the terms and conditions in relation to those Other Services.

**11.           DIGITAL CURRENCIES NOT SEGREGATED**

11.1        You acknowledge and agree that the Company may use shared blockchain addresses, controlled by the Company, to hold your Digital Assets. Although the Company maintains segregated books for you and your Accounts, the Company shall have no obligation to segregate your Digital Assets through different blockchain addresses.

**12.           OPERATION OF DIGITAL ASSET PROTOCOLS**

12.1        We do not own or control the underlying software protocols which govern the operation of Digital Assets supported on the Stater Platform. Generally, the underlying protocols are “**open source**” and anyone can use, copy, modify and distribute them.

12.2        We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee the functionality of network operations. You acknowledge and accept the risks that the underlying software protocols relating to any Digital Assets you store on Stater Platform may change.

12.3        In particular, the underlying protocols are likely to be subject to sudden changes in operating rules such as forks. Any such material operating changes may materially affect the availability of the value, functionality and/or the name of the Digital Assets you store on Stater Platform.

12.4        We do not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming changes and you must carefully consider publicly available information and information that may be provided by us in determining whether to continue to transact the Digital Assets. In the event of any such operational changes, we reserve the right to take such steps as may be necessary to protect the security and safety of assets held on the Stater Platform, including temporarily suspending operations for the involved Digital Assets, and other necessary steps.

12.5        We will use our best efforts to provide you with notices of any material operating changes; however, such changes are outside of our control and may occur without our knowledge. We have full discretion to decide not to support any new Digital Assets, forks or other actions in relation to your Digital Assets.

12.6        You acknowledge and accept the risks of operating changes to Digital Assets protocols and agree that the Company is not responsible for operating changes and shall not be liable for any loss of value you may experience as a result of such changes in operating rules underlying those Digital Assets and the Company has no responsibility to assist you with the unsupported Digital Assets on the Stater Platform.

**13.           TERMINATION OF YOUR ACCOUNT**

13.1        You may terminate your Wallet/Account via Stater Platform or email at support@Stater.finance .

13.2        Subject to the terms of this Agreement, if you terminate your Account, after all transactions and applicable fees have been deducted, Stater will arrange for any unused Fiat Money and Digital Assets to be refunded to you. A refund fee may be charged unless you have arranged to transfer any unused Digital Assets to your Account on the Stater Platform.

13.3        Stater may suspend, restrict or terminate your Account at any time for any reason or no reason, including, but not limited to, the following:

(a)        if there is any breach of the terms and conditions of this Agreement, or if you breach the Agreement and fail to resolve the matter to our satisfaction;

(b)        if you act in a manner that is abusive of your Account as determined by Stater;

(c)        Stater decides not to provide any Services in relation to your Account;

(d)        if we suspect that your Account is being used to commit fraud or other illegal activities;

(e)        if you fail to pay the fees or charges you have incurred, or fail to pay us any shortfall;

(f)         if Stater is informed that any transaction or activity in the Account involves frauds (such as credit card theft); or

(g)        in the event of your demise.

13.4        In the event where Stater terminates or suspends your Account, Stater will inform you as soon as reasonably practicable to the extent permitted by laws.

13.5        In the event of suspension, restriction, or termination of your Account:

(a)        Fiat Money and Digital Assets on your Account may then be frozen, withheld or otherwise disposed in accordance with laws or due to investigations on your Account;

(b)        Stater may immediately block your Account for security reasons; and

(c)        you shall not be entitled to a refund on transactions Stater has processed or any fees accrued for use of the Account before your Account is suspended, restricted or terminated.

13.6        Notwithstanding anything to the contrary in this Agreement, you shall still be liable for all amounts and obligations accrued under this Agreement after the suspension, restriction or termination of your Account or termination of this Agreement.

13.7        You agree that we are under no obligation to disclose to you the reason for terminating your Account.

13.8        Notwithstanding anything to the contrary in this Agreement, you may not terminate your Account in certain circumstances, including, but not limited to:

(a)        to evade an investigation;

(b)        if you have a pending transaction or an open dispute or claim;

(c)        if your Account has a negative balance;

(d)        if your Account is subject to a hold, limitation, or restrictions;

(e)        if Stater is informed that any transaction or activity in the Account involves frauds (such as credit card theft); or

(f)         if you have an outstanding owing to other Service Providers.

**14.           INDEMNIFICATION**

14.1        You agree to indemnify and hold Stater, 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 or our enforcement of this Agreement, Stater Terms of Service, Stater Privacy Policy and any other agreements that you have entered into with us;

(b)        your improper use of your Account and the Services;

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

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

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.

**15.           OUR LIABILITY**

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

(a)        your failure to complete any transactions due to restrictions or refusal to accept transactions under your Account from third parties, including any banks, merchants or other counterparties, or our refusal for any reason to authorise any transaction;

(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 Account and the Services hereunder;

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

(e)        fraud or forgery of any third parties.

15.2        Stater shall not be liable for:

(a)        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; and

(b)        any indirect or consequential losses.

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

15.4        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.

**16.           NO WARRANTY**

16.1        THE SERVICES IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES THAT IT IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING, THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, AND THAT ANY INFORMATION PROVIDED BY YOU WILL BE SECURE AND NOT LOST OR DAMAGED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS BORNE BY YOU, TO THE EXTENT SUCH RISK IS NOT DUE TO THE COMPANY’S WILLFUL MISCONDUCT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. NO USE OF THE SERVICES IS AUTHORIZED HEREUNDER EXCEPT AS PERMITTED UNDER THE AGREEMENT. IN ADDITION, WE MAKE NO REPRESENTATION OF THE STATER PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

**17.           ACKNOWLEDGEMENT**

17.1        You understand and acknowledge that the regulatory status of Digital Assets is currently unsettled, varies among jurisdictions and is subject to significant uncertainty. Legislative and regulatory changes or actions relating to Digital Assets at a state or international level may adversely affect or restrict, as applicable, the use, transfer, exchange and value of your Digital Assets, as well as the provision of the services or any of them. The value of Digital Assets may be derived from the continued willingness of market participants to exchange Fiat Money for the Digital Assets, which may result in permanent and total loss of value of a particular Digital Asset should the market for it disappear.

17.2        You understand and acknowledge that 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.

**18.           COMMUNICATION WITH STATER**

18.1        If you have an inquiry relating to your Account or if your Account is lost or stolen, you may email us at support@Stater.finance .

**19.           COMMUNICATIONS WITH YOU**

19.1        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.

19.2        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.

19.3        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.

19.4        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.

**20.           ELECTRONIC CONTRACTING**

20.1        YOUR USE OF THE ACCOUNT AND THE SERVICES PROVIDED BY STATER INCLUDES THE ABILITY TO ENTER INTO AGREEMENTS AND/OR TO MAKE TRANSACTIONS ELECTRONICALLY. YOU AGREE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THE STATER PLATFORM, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. IN ORDER TO ACCESS AND RETAIN YOUR ELECTRONIC RECORDS, YOU MAY BE REQUIRED TO HAVE CERTAIN HARDWARE AND SOFTWARE, WHICH IS YOUR SOLE RESPONSIBILITY.

**21.           TAXES**

21.1        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.

21.2        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.

**22.           ASSIGNMENT**

22.1        You may not transfer any rights or obligations you may have under this Agreement 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 Providers) any of Stater’s rights and obligations under the Agreement 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.

**23.           CHANGE OF CONTROL OR RESTRUCTURE**

23.1        Without limiting the preceding clause, in the event that Stater or Service Providers 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.

**24.           GOVERNING LAW**

24.1        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.

**25.           DISPUTE RESOLUTION**

25.1        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.

**26.           RELATIONSHIP**

26.1        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 hold itself out as providing) to you recommendations or advice with respect to particular investment decisions or advice of any other nature.

**27.           OTHER VERSIONS OF THE AGREEMENT**

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

**28.           THIRD PARTY RIGHTS**

28.1        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 the terms of this Agreement. For the purpose of this Agreement, any references to Stater shall include their successors and assigns.

**29.           INSTRUCTIONS FROM YOU**

29.1        Where any transaction is initiated from your Account using your credentials, we will assume that you authorized such transaction, 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.

29.2        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, and if Stater or our officers, employees, agents or representatives suspect your Account might have been stolen or any transaction has not been authorised by you, we may suspend your Account and make further inquiries. You agree that Stater shall not be liable for any losses due to such suspension.

**30.           ANY FAILURE TO EXERCISE RIGHTS**

30.1        Any delay or failure by us to exercise our rights and/or remedies under this Agreement or under any Account 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.

**31.           AMENDMENT AND WAIVERS**

31.1        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 your Account and 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 31.1. No employees of Stater or associated parties may unilaterally or jointly amend or modify this Agreement in any other way.

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

**32.           ENFORCEABILITY**

32.1        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.

**33.           TITLES AND SUBTITLES**

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

**34.           ENTIRE AGREEMENT**

34.1        This Agreement (including documents incorporated by reference herein) comprise the entire understanding 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.