Staria Network Platform Terms

Version 1.0 – 17.06.2024

1 Scope

These terms and conditions ("**Terms**") apply to the access and use of the crowd investment platform available on staria.network and related services ("**Platform**"), provided by Crassula SA, Rue du Simplon 37, 1006 Lausanne, Switzerland ("**Staria Network**"). Staria Network is a financial intermediary supervised by the self-regulatory organisation SO-FIT.

To access and use the Platform, the user (each separately "**User**" and together "**Users**") must agree to and abide by these Terms.

Staria Network reserves the right to change these Terms, the Platform, any part of it, or any related services from time to time or suspend the Platform or parts of it temporarily or definitively at any time at its own discretion. The User should review the Terms on a regular basis. The User's continued use of the Platform following any amendments indicates acceptance of the changes to the Terms.

If the User does not agree to these Terms or any changes to the Terms, the User may not access or use the Platform.

2 Platform & Campaigns

The purpose of the Platform is to operate a crowdfunding platform through which Users can buy future tokens of blockchain and web3 startups ("**Token(s)**"). Provided that the startups ("**Startups**") concluded a separate agreement with Staria Network ("**Token Agreement**"), Staria Network initiates crowd investment projects related to the Startups ("**Campaign(s)**") via the Platform in accordance with the applicable Token Agreement. Pursuant to the applicable Token Agreement, Staria Network reserves the right to select the Startups and Campaigns that will be made available via the Platform at its sole discretion.

Each Campaign is available for a defined duration and is subject to the conditions set out by the Startup and/or Staria Network, such as a minimal amount that must be achieved ("**Soft Cap**") and a maximum amount that can be invested in total ("**Hard Cap**"). For each Campaign, Staria Network may publish certain terms of the Token Agreement on the specific Campaign page. The User acknowledges and agrees to the terms of the Token Agreement as made available on the specific Campaign page.

By operating the Platform, Staria Network does not provide any advice regarding the appropriateness and suitability of the respective Campaign and/or Tokens for the relevant User with regard to the User's objectives, experience, and level of information. Staria Network does not assume any responsibility for the decision-making process or the decision of a User or for the occurrence and the effects of transactions that are concluded via the Platform. Each User is responsible for and shall ensure that they make decisions regarding transactions on the basis of their own careful and independent examination and evaluation of the respective transaction and obtains appropriate professional financial, legal, and tax advice in a timely manner.

For each Campaign, Staria Network displays on the Platform the information provided by the Startups. Staria Network does not further verify the information related to the Campaigns and is in no way responsible for the accuracy, timeliness and completeness of the information related to the Campaigns.

3 Registration and full access to the Platform

The Platform will be accessible to the User in their then-current version and according to the Terms. All Users may browse the available Campaigns on the Platform, although certain information may be reserved for registered Users. In order to invest in Campaigns, the User (resp. an authorized person, in case of companies) shall register and successfully pass all necessary Know Your Customer and Anti-Money Laundering checks ("**KYC**"). Staria Network reserves the right, to exclude Users from certain countries completely or from individual Campaigns at its sole discretion, and without specifying any reasons.

In order to register, the User must:

- In the case of natural persons, be of legal age (in any case at least eighteen years old) and fully capable of judgment and action;
- In the case of legal entities, the registering user must be authorized to represent the legal entity in a legally binding manner;
- provide all information necessary to conduct KYC;
- not be subject to a country or territory (together "**Sanctioned Countries**"). that is currently the subject of any sanctions or trade embargos administered or impose by (1) Switzerland, (2) the United Nations Security Council, (3) the European Union or any member state of the European Union, (4) U.S. authorities, in particular OFAC and the U.S. Department of State, (5) your country of residence, or (6) by another authority having jurisdiction over the funds;

- not be subject to a jurisdiction identified by the Financial Action Task Force ("**FATF**") for strategic AML/CFT deficiencies and included in FATF's listing High-Risk Jurisdictions; and
- not be subject to a jurisdiction (including, but not limited to, the Sanctioned Countries) in which the actions contemplated under these Terms are prohibited, restricted, or unauthorized in any form or manner whether in full or in part under the laws, regulatory requirements, or rules in such jurisdiction.

The User is granted full access to the Platform, including the possibility to invest in Campaigns, only after the verification procedure and KYC are successfully conducted. Staria Network may reject or cancel a User's registration in its sole discretion and without specifying any reason, e.g., in case the KYC process is unsuccessful or doubts about the accuracy of the information arise later on. Each User may register only one account on the Platform.

All information provided by the User must be complete, accurate, and truthful at all times. If any of the User's information changes, the User must update such information immediately. Staria Network may, from time to time, ask the User to confirm the accuracy of the provided information and request additional supporting documents and information.

The Platform is exclusively addressed to Users registered or resident in Switzerland ("**Swiss Users**"). The non-Swiss User represents and warrants that they were not approached by Staria Network and accessed the Platform at their own initiative without any solicitation or promotion on the part of Staria Network.

By accepting these Terms, the non-Swiss User further agrees that all of the activities that Staria Network performs with the non-Swiss User take place within Switzerland, regardless of where the User may be physically located at the time of using the Platform or otherwise engaging with Staria Network. The non-Swiss User further agrees that Staria Network's activities as per these Terms are subject to Swiss law exclusively, and not to the law applicable to the location of the non-Swiss User.

4 Subscription plans

Upon registration in accordance with section 3, Users may choose between different subscription plans (each a "**Plan**") as described on the Platform.

Depending on the Plan, the User shall pay a fee ("**Plan Fee**") in order to complete the registration for a given Plan via the available payment methods. The Plan Fee is valid for the duration of the related Plan as specified on the Platform. Duration expressed in year(s) starts from the complete registration and lapses on the corresponding day in the following year(s). Duration expressed as valid "for life" lasts as long as the Platform is offered to the User and the User is validly registered on the Platform in accordance with these Terms.

The Plans do not renew automatically. The User may renew the Plan by paying the corresponding Plan Fee.

Each Plan has different features. A complete overview of the Plan and related features as well as pricing information notably related to the Subscription Fees and related information can be found on the Platform.

If a higher Plan is available, the User may upgrade their current Plan. The upgrade is subject to the payment of the related Plan Fees.

5 Investment process

Only after successful registration, including KYC verification, the User can invest in active Campaigns by selecting the investment amount in stablecoins such as USDC, i.e., the amount corresponding to the desired or allocated number of Tokens (the "**Investment Amount**"), and transferring the Investment Amount on-chain from a compatible non-custodial wallet specified by Staria Network ("**User Wallet**"), to Staria Network's smart contract or wallet. At the end of the fund raising period and subject to meeting at least the Soft Cap, Staria Network transfers the Investment Amounts to the Startups in accordance with the applicable Token Agreement.

For the provision of the Platform, Staria Network is entitled to a fee deducted from the Investment Amount in accordance with the applicable fee schedule, as displayed on the project page on the Platform and available for review at staria.network, with full details, including applicable conditions and relevant Plan ("**Investment Fee**").

Users may exclusively pay the Investment Amount on-chain via the User Wallet and in accordance with these Terms. Staria Network may change the available payment methods or refuse payments or certain payment methods at its sole discretion. Transaction fees and conversion fees are borne by the User. If the Investment Amount deposited by the User and the amount actually received by Staria Network differ, the allocated number of Tokens will be rounded down to the nearest full number.

Depending on their Plan, Users have different access to the Campaigns (each an "**Access Type**"). The available Access Types are the following:

(i) **Allocation draw**: Users can play a game of chance (e.g., rolling a dice) free of charge but subject to common transmission fees related with the underlying blockchain technology (e.g., gas fees and VRF fees) , which lets them either win or lose. If a User wins, they receive a ticket of a predefined value, which they may use to invest in a specific Campaign.. The Users acknowledge and agree that the system might prevent them for paying the Investment Amount in case the Hard Cap of the relevant Campaign has been reached or the Access Parameters (as defined below) have changed; in such cases, the ticket expires. If a User loses, they do not receive a ticket to invest in the Campaign and either (i) lose the chance to invest in the Campaign via the allocation draw, or (ii) receive another chance at Staria Network's sole discretion. The game is fully randomized and automated to ensure fairness.

(ii) **First-come-first-served**: Users can invest in a Campaign on a first-come-first-served basis. This means that the timing of each investment is crucial. Users who invest earlier will have their investments accepted, while those who invest later may find that the opportunity is no longer available due to capacity limits or other constraints..

(iii) **VIP deals**: Certain Campaigns are exclusively available to Users subscribing to specific Plans due to their limited Hard Cap. ("**VIP Deals**"). Depending on the Plan, the access of the Users to the VIP Deals might differ to the extent described for a given Campaign on the Platform.

(iv) **Guaranteed allocation**: Users can invest in a Campaign on a guaranteed basis.

Staria Network may at its sole discretion determine (i) the extent of Tokens available for each Access Types for a given Campaign, (ii) the duration reserved for each Access Types, and (iii) the priority order reserved for each Access Type ("**Access Parameters**"). Staria Networks displays the Access Parameters for each Campaign on the Platform. Staria Networks remains free to amend the Access Parameters at any time and at its sole discretion.

In any case, if the subscription amount reaches the Hard Cap, no more investments can be made. Staria Networks implements technical measures to prevent the exceedance of the Hard Cap and any, oversubscriptions for a given Campaign. The Users acknowledge and agree that they might be prevented to finalize their purchase of Tokens at any time until the valid payment of the Investment Amount.

If the Soft Cap set for the respective Campaign is not achieved, the Investment Amount shall be returned to the User Wallet in the respective stablecoin ("**Soft Cap Refund**"). In the event of a Soft Cap Refund, the Investment Fee incurred by Staria Network according to these Terms will be refunded to the Users together with the Soft Cap Refund.

Besides, and even if the Soft Cap and/or the Hard Cap is met for a given Campaign, a given Startup may decide at its sole discretion to refund Staria Network under the Token Agreement ("**Startup Refund**"). In the event of a Startup Refund, Staria Network shall refund the Users of the Investment Amount subject to the deduction of the Investment Fee incurred by Staria Network according to these Terms.

The User acknowledges that the repayment of the Investment Amount in the event of a Soft Cap Refund or a Startup Refund is not guaranteed or insured by any deposit insurance scheme.

6 Delivery of Tokens

After successful completion of a Campaign and occurrence of the respective TGE, the Tokens are transferred to the Users via one of the following methods in accordance with the applicable Token Agreement and as specified on the Campaign page:

- The Startup directly transfers the Tokens to a dedicated smart contract provided by Staria Network and in accordance with the applicable Token Agreement. With the transfer to the dedicated smart contract, the obligation of the Startup is fulfilled regardless of whether the User has effectively claimed their Tokens through the claiming portal. Staria Network is not involved in the transfer of the Tokens.

  In order to receive the Tokens based on these Terms, the User must connect the User Wallet to a claiming portal. It is the sole responsibility of the User to ensure that the correct User Wallet is used for the claiming process.

  In case the User fails to claim the Tokens, the Tokens remain indefinitely locked in the dedicated smart contract without the possibility of neither the Startup nor Staria Network to access the Tokens.

- The Startup handles the delivery of Tokens themselves by transferring the Tokens to the Users without the involvement of Staria Network whereby the respective terms and conditions of the Startups apply.

- The Startup transfers the funds to a wallet in the control of Staria Network. Staria Network then either (i) sends the Tokens to a dedicated smart contract or (ii) distribute the tokens directly to the Users.

7 Rights & Obligations of Staria Network

Staria Network uses reasonable care and skill in operating the Platform and in keeping it free from viruses and other malicious software programs. Staria Network may make available to Users via the Platform information, data, and documents that it has received from Users or Startups and is entitled to rely on the correctness of such information, data, and documents. Staria Network does not guarantee and is not liable for the correctness of the information, data, and documents provided by Users or Startups.

Staria Network's obligation to deliver Tokens to Users through one of the methods specified in section 6, as specified in the Token Agreement, is subject to the reception by Staria Network of the Tokens in accordance with the Token Agreement by the relevant Startup. In the event that Staria Network does not receive any Tokens, Staria Network should not be liable for the non-delivery of such

Tokens and for any related consequences for the Users. Except in case of wilful misconduct or gross negligence, Staria Network's liability in that regard is excluded to the maximum extent permitted by law.

Staria Network holds all permits required for the operation of the Platform and is subject to supervision by a self-regulatory organization for compliance with money laundering regulations. This may include the exchange of information with authorities about individual Users and transactions, as far as this is necessary or required by legal regulations or official orders.

Staria Network reserves the right to engage subcontractors or third-party service providers to deliver parts of the Platform. Staria Network is only liable for the careful selection of the commissioned third parties.

Staria Network is entitled to exclude a User from the use of the Platform at any time in its sole discretion, in particular, if for example:

- The User reports a loss of the access data or the actual or possible obtaining of knowledge of the access data by an unauthorized person or such a loss or gaining of knowledge of access data by an unauthorized person appears possible from the point of view of Staria Network;
- There is a reasonable suspicion of misuse or unauthorized use of the Platform or the risk of such misuse or unauthorized use.

8 Rights & Obligations of the User

The User agrees to use the Platform in compliance with the Terms and legal obligations applicable in the territory where they are located. The User is personally responsible for their use of the Platform and for entering and maintaining any data and information in the course of the use of the Platform. The access and use of the Platform is entirely at the User's own risk and could lead to substantial or complete loss of funds. It is the User's sole responsibility to assess the viability, risks, and suitability of any investment.

The User represents that their access and use of the Platform will fully comply with all applicable laws and regulations and that the User does not access or use the Platform to conduct, promote, or otherwise facilitate any illegal activity. The User further represents that they are not a resident of any country in which accessing or using the Platform is or may be prohibited.

The User shall protect any account and User Wallet credentials and may not share them with any third person. The User shall immediately inform Staria Network of all circumstances within their sphere that might endanger or may be relevant to the Platform and all misuses or suspicions of misuse of the Platform or User's credentials.

The User understands and acknowledges that if they lose the private keys or other credentials to the User Wallet, they may indefinitely lose access to Tokens claimable / claimed in the claiming portal, any related Soft Cap Refund and/or Startup Refund and that neither Staria Network nor any other third-party may be able to restore access. Staria Network assumes no responsibility or liability whatsoever in connection with the User's use of their User Wallet.

In addition to other restrictions set forth in these Terms, the User is expressly restricted from:

- modifying, copying, distributing, reproducing, or using in any other way any information or other content, text, graphics, images, or software obtained from the Platform for commercial or public purposes without Staria Network's prior written permission;
- engaging in any data mining or any other similar activity in relation to the Platform;
- accessing the Platform via any automated system or taking any action that may impose an unreasonable load on Staria Network's infrastructure;
- bypassing the measures that Staria Network may use to prevent or restrict access to or use of the Platform, including by hacking into secured areas of the Platform, circumventing any geo-blocking mechanisms, or otherwise;
- attempting to reverse engineer any part of the Platform, derive the source code, or create any derivative works or materials of any kind using the content provided via the Platform;
- exploiting the Platform to access unauthorized information;
- entering into any agreements with other Users or Startups or taking any actions coordinated with other Users or Startups influencing or having a potential to influence the transactions conducted on or via the Platform. Any direct contact between a User and a Startup, initiated by the User, outside of the Platform without the consent of Staria Network is strictly prohibited and may lead to the exclusion from the Platform.

The User bears the sole responsibility to determine if any transaction done through or in connection to the Platform has tax implications for the User, including, for example, withholding and income taxes. It is also the User's sole responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities.

9 Terms of investment

9.1 No direct contractual relationship

In relation to the participation in the Campaign and the purchase of the Tokens, no direct contract is established between the User and the Startup. Staria Network enters into a Token Agreement with the Startup.

Unless otherwise expressly stated with a direct and explicit reference to the following provisions by the Startup in the information or documents provided for the respective Campaign, the following provisions shall apply to these Terms.

9.2 Startup's representations & warranties

To the extent permitted by law, and beyond the delivery of the Tokens to the Users as per Section 5, and except as otherwise expressly stated in the Campaign information, the Startup and its shareholders disclaim all representations or warranties with respect to the Tokens.

9.3 Investor's representations & warranties

The User, as an investor, represents and warrants as of the date of the acceptance of these Terms that they:

- purchase and hold the Tokens in their own account and are not acting on behalf of any third party as agent, nominee, or in any other capacity;
- are the sole beneficial owner of the User Wallet as well as the funds used to pay the Investment Amount;
- have carefully read, reviewed, and fully understood all Campaign information provided by the Startup, and are not relying upon any representation, warranty, confirmations, promises, or agreements except as set out in these documents;
- recognize that an investment in the Tokens involves substantial risks and is highly speculative. There is no guarantee that there will be a market for the Tokens. Accordingly, an investment in Tokens is appropriate only for those Users who can tolerate a high degree of risk, can withstand a total loss of the Investment Amount, and do not require liquidity of their investment. Each investment carries its own specific risks and there is often limited or incomplete information available to evaluate such risks. Anyone considering buying Tokens through the Platform must complete their independent due diligence regarding a given Campaign, including obtaining additional information about the Startup, opinions, financial projections and legal or other investment advice;

- are not subject and are not a resident of a jurisdiction that is subject to economic sanctions or trade embargoes imposed by (1) Switzerland, (2) the United Nations Security Council, (3) the European Union, or any member state of the European Union, (4) U.S. authorities, in particular, OFAC and the U.S. Department of State, (5) the country of residence of the User, or (6) other economic sanctions or trade embargos issued by another authority having jurisdiction over the User or their assets;
- have had the opportunity to seek advice from legal and tax experts in relation to these Terms and confirm that they have fully understood the legal and tax implications of the investment in the Tokens and of these Terms.

10 Referral

Registered Users ("**Referrer**") may generate a personal referral link ("**Referral Link**"). If a person registers on the Platform using a Referral Link, they become a referred User ("**Referred User(s)**") and cannot be referred again by another Referrer. For every Referred User, a Referrer may receive a predefined share of all Investment Fees paid by the Referred User as per the table made available on the Platform in the version displayed at the Referral Time (as per below definition) ("**Referral Profit**"). Referrers and Referred Users acknowledge and agree that (i) Staria Network may change the amount of Referral Profit for future referrals at any time at its sole discretion and (ii) Staria Network is entitled to withhold or refuse to pay the Referral Profit if there is suspicion of fraud, manipulation or violation of these Terms.

Referred Users may themselves generate a Referral Link, and their Referred Users are considered second level Referred Users in relation to the first Referrer ("**Indirect Referred User(s)**"). Referrers may receive a Referral Profit for every Referred User up to the relevant level of an Indirect Referred User as per the applicable Referrer's Plan.

In order to receive the Referral Profit, the Referrer must connect the User Wallet to a referral claiming smart contract. The Referral Profit may be claimed at the time Staria Network transfers the Investment Amount to the relevant Startup in accordance with these Terms ("**Referral Time**"). It is the sole responsibility of the Referrer to ensure that the correct User Wallet is used for the claiming process. The Referrer agrees and acknowledges that after the Referral Time, Staria Network has no power of disposal over the Referral Profit and it is the sole responsibility of the Referrer to claim the Referral Profit from the smart contract. If the Referrer does not claim the Referral Profit, it indefinitely remains in the smart contract until such claim happens.

The payment of the Referral Profit is subject to:

- no Soft Cap Refund or Startup Refund took place until the Referral Time; and
- the Referrer is validly registered on the Platform at the Referral Time and successfully passed the KYC ; and
- the User connected their User Wallet.

For the avoidance of doubt, the Users acknowledge and agree that (i) the Referral Profit is paid solely in connection with the Investment Fee and not with the Plan Fee, (ii) Staria Network incurs no additional fees for Referred Users, and the Referral Profit is a redistribution of the Investment Fee, and (iii) that the participation in the Campaigns is not conditioned to the use of the Referral Link by any User.

In any case the total Referral Profit for all Referrers, including all Referred Users and Indirect Referred Users, is capped at 50% of the corresponding Investment Fee, as displayed on the table made available on the Platform.

Referrers shall not pretend to be employees or affiliates of Staria Network and shall make it clear that they are only Users of Staria Network.

11 Term & termination

The User accepts these Terms, that are linked on the Platform, by clicking the 'accept' button during the investment process. After accepting these Terms, the User receives an e-mail notification with the details related to the User’s investment.

The User and Staria Network may terminate these Terms at any time with immediate effect. Termination shall not affect the rights, obligations, or liabilities of either party that arose prior to termination or continue beyond termination, including, but not limited to, the obligation to pay the Investment Amount, if the User has committed prior to termination.

12 No warranty & limited liability

The Platform, together with all content, data, information, and materials contained therein, is provided 'as is' and 'as available' without warranties or representations of any kind. Staria Network regularly carries out maintenance or improvements to the Platform and its infrastructure but does not guarantee that the Platform will function without any interruption or disruption. The User acknowledges that this may result in temporary delays and interruptions from time to time.

The User further acknowledges and agrees that Staria Network is not representing or warranting any particular feature of the Platform and will not be held liable for any incompatibility of the information published on the Platform with the specific objectives that the User is hoping to achieve or any damages arising from it. In particular, Staria Network is not responsible or liable for the timeliness, accuracy, completeness, or quality of the information provided by the Startup for the respective Campaigns or potential misuse of the information by third parties. Neither the Platform nor any information or data contained therein constitute financial, investment, tax, legal, accounting, or other advice.

The Platform may contain statements that constitute "forward-looking statements". Staria Network is under no obligation to update or alter its forward-looking statements, whether as a result of new information, future events, or otherwise and makes no warranty regarding the accuracy of such statements.

To the extent permitted by applicable law, the liability of Staria Network, its affiliates, or any of its directors, employees, contractors, service providers, advisors, ambassadors, or agents is limited to wilful misconduct, gross negligence, and personal injury. Any further liability of Staria Network under any title is explicitly excluded, including any liability for economic, personal, or intangible damages deriving from the User's use of the Platform and liability for technical transmission delays or outages. In particular, Staria Network is not liable for any hacks or other technical alterations by third-parties of the smart contract or the wallet of Staria Network.

The User agrees to fully indemnify Staria Network from and against any liability, costs, demands, causes of action, damages, and expenses arising in any way related to the User's breach of any of the provisions of the Terms.

13 Intellectual property

Staria Network retains all rights, titles, and interests to its own intellectual property, including all copyrights, inventions, trademarks, designs, domain names, know-how, trade secrets, data, and other intangible property and other rights in the Platform, or any part of it, including its own content on the Platform.

The Startups retain all rights, titles, and interests to their own intellectual property, including all copyrights, inventions, trademarks, designs, domain names, know-how, trade secrets, data, and other intangible property and other rights in the Startup's information and content contained in the Campaign.

Users have the right, limited in time and revocable at any time, to use the Platform and the Campaign information exclusively for information purposes about the Campaigns and the handling of the investments.

14 Use of data and data protection

Staria Network collects and processes personal data as described in its Privacy Policy, available at www.staria.network. Staria Network protects the collected personal data by means of appropriate technical and organizational measures and in accordance with the data protection legislation applicable in Switzerland.

The User authorizes Staria Network to use, process, and store relevant data for the performance of these Terms and to use anonymized data to improve its services or for analysis purposes.

The User acknowledges and agrees that the Tokens are issued on a public blockchain that is pseudonymous, not anonymous, in nature, meaning that any person that can associate the User's User Wallet with the respective User can publicly view all Token holdings, of that User Wallet.

15 Miscellaneous

Notices: Notice must be given in text form and need to be communicated:

- **to Staria Networks's attention:** via email to contact@staria.network or as a registered letter to Crassula SA, Rue du Simplon 37, 1006 Lausanne, Switzerland;
- **to the User's attention:** by email to the email address provided by the User.

Conflict with additional terms: Certain web pages or parts of the Platform may be governed by specific terms or agreements. In case of a conflict between these Terms and any specific terms, the specific terms prevail.

No assignment: The User may not assign any of their rights, obligations, or claims under the Terms without the previous consent of Staria Network.

Severability: If any provision of these Terms (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain mutatis mutandis in full force and effect.

Links: The Platform may contain third-party content or links to third-party websites. Staria Network does not assume any responsibility for and does not make any warranties or representations as to any third-party content or websites, including but not limited to the accuracy, subject matter, quality, or timeliness.

Governing Law & Jurisdiction: These Terms are governed by and construed in accordance with the substantive laws of Switzerland under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), and subject to the jurisdiction of the ordinary courts at the seat of Staria Network.

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