

## GENERAL TERMS AND CONDITIONS

Last Modified: June 18, 2024

This Terms of Service Agreement ("Agreement") forms a legally binding contract between you ("you") and Crassula S.A., operating the website staria.network ("STARIA"), headquartered at Rue du Simplon 37, 1006 Lausanne, Switzerland, registration n° CHE-488.359.258.

This Agreement governs your use of the STARIA website, including all related subdomains and its mobile applications ("Site"), and the services we offer related to Digital Assets ("Services").

STARIA is not a bank, financial institution, broker-dealer, tax advisor, or investment adviser. Our Services include, but are not limited to, requiring compliance checks with Know Your Customer (KYC) and Anti-Money Laundering (AML) regulations.

BY ACCESSING OR USING THE SITE OR SERVICES, YOU CONFIRM YOU HAVE READ, UNDERSTOOD, AND AGREE TO THIS AGREEMENT, including our arbitration and liability limitations, as well as our [Privacy Policy](#), [Cookies Policy](#) and Staria Network Platform Terms. In the event of any conflict between the Staria Network Platform Terms and the General Terms and Conditions, the provisions of the Staria Network Platform Terms shall prevail. If you disagree with these terms, you must not access or use the Site or Services.

### Part 1: General Use

1. Eligibility: You must be at least 18 years old to use our Site and Services. STARIA reserves the right to restrict use based on legal or policy criteria, including sanctions, risk assessments, and other regulatory considerations.

2. Amendments: This Agreement can be modified by posting a revised version on the Site or via email. Continued use after changes signifies acceptance. If you disagree with modifications, stop using the Services.

3. STARIA Accounts: You must register for a STARIA Account to use our Services. We may limit the number of accounts per user and refuse service based on jurisdictional or other criteria.

4. Identity Verification: You agree to provide accurate identity information for KYC/AML compliance and consent to record-keeping of such data. Failure to provide necessary verification may limit or deny Service use.



5. Risks: Using the Site and Services involves risks, including potential total loss. STARIA does not guarantee outcomes. You are responsible for the security of your account and must use virus protection software. Verify authenticity of communications directly through our Site.

## **Part 2: LIMITATION OF LIABILITY; NO WARRANTY**

Limitation of Liability: STARIA and its affiliates are not liable for indirect damages, which include, but are not limited to, loss of profits, loss of data, loss of goodwill, service interruption, computer damage, system failure, or the cost of substitute services arising from or related to the use or inability to use the Site or Services. Furthermore, STARIA is not responsible for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to the use or misuse of the Site or Services.

Service Assurance: While STARIA provides its services "AS IS" and without warranties of any kind, we commit to making reasonable efforts to ensure the uptime and reliability of our services. However, STARIA cannot guarantee continuous, uninterrupted, timely, or error-free access to the Site or Services. We strive to maintain the integrity of data but cannot assure that data integrity will be completely free from errors or corruption.

By using our services, users acknowledge and accept these limitations as an integral part of our terms.

## **Part 3: Transactions**

- Transactions are processed based on your instructions. Verify all transaction details.
- STARIA does not control the underlying protocols of Digital Assets, which are subject to changes that could affect their value or function.
- No transaction can be canceled or reversed once marked as "Complete."
- STARIA is not liable for third-party goods or services transactions.

## **Part 4: General Provisions**

- Limited License: Use of the Site and Content is granted for approved purposes only. STARIA's trademarks and copyrights are protected.
- Website Accuracy: Information on the Site may contain errors. Verify all information before reliance.



- Third-Party Applications: You are responsible for third-party access to your STARIA Account.
- Prohibited Use: You agree not to engage in activities that violate laws or this Agreement.
- Transaction Limits: Transactions may be subject to limits. STARIA reserves the right to change limits and require additional verification.
- Suspension, Termination, and Cancellation: STARIA may suspend or terminate your access for various reasons, including among others legal or regulatory compliance.
- Death of Account Holder: In the event of an account holder's death, their account will be frozen immediately upon Staria receiving official documentation confirming the account holder's passing, such as a death certificate or other legally acceptable proof of death. The account will remain frozen until Staria can determine the appropriate course of action, which may involve transferring the account assets to the deceased's legal heirs or representatives, or closing the account entirely in accordance with applicable laws and regulations. During this period, no transactions or withdrawals will be permitted from the frozen account.
- Privacy of Others: Keep user information confidential unless authorized.
- Password Security: You are responsible for the security of your login credentials.
- Taxes: You are responsible for all tax obligations.

## **Part 5 : Account Management Upon Death of Account Holder**

In the unfortunate event of a user's death, the following procedures will be followed regarding their account on our platform:

- User Responsibility: It is the user's responsibility to ensure that their estate planning documents, such as wills or other testamentary instruments, address their digital assets, including access to and management of their account with us. Users are advised to provide their executor, administrator, or an authorized heir with the necessary information to manage their account upon their demise.
- Notification of Death: To manage the account of a deceased user, we require formal notification of the death, accompanied by a certified death certificate and legal documentation verifying the identity and authority of the executor or administrator of the estate.
- Account Access and Management: Upon validation of the submitted documents, we will coordinate with the authorized estate representative to determine the appropriate actions for the account. These actions may include freezing the account to preserve its integrity, transferring control to a legally authorized



individual, or closing the account and appropriately distributing any residual assets as directed by the estate or mandated by law.

- Privacy and Security: We commit to maintaining the confidentiality and security of the deceased user's account throughout this process. Access will be granted strictly to individuals who have demonstrated legal authority to manage the deceased's estate.

- Legal Compliance: All actions taken concerning a deceased user's account will adhere to applicable laws and our internal policies. We may request additional documentation or legal verification before implementing any changes to the account status.

By using our services, users accept and agree that managing their digital legacy, including their account on our platform, is their responsibility and that of their estate's representatives. Users are encouraged to ensure that their digital assets are included in their estate planning.

## **Appendix 1: Prohibited Uses, Businesses, and Conditional Use**

### **Appendix 1: Detailed Prohibited Activities**

In using the STARIA Services, users must strictly avoid engaging in activities that are illegal, unethical, or harmful to others. This appendix outlines specific prohibited activities to ensure users understand the limitations and conditions of using STARIA's Services.

#### **Unlawful Activities:**

- Illegal Transactions: Engaging in transactions involving illegal goods or services, including but not limited to drugs, stolen goods, human trafficking, and weapons.

- Sanction Violations: Conducting transactions or interactions that violate sanctions, embargoes, and other regulatory restrictions imposed by Switzerland, the United Nations, the European Union, the United States, or any other jurisdiction relevant to STARIA's operations.

#### **Abusive and Fraudulent Activities:**

- Fraud and Deception: Participating in any form of fraud, phishing scams, identity theft, or deceitful practices aimed at STARIA or its users.

- Market Manipulation: Engaging in market manipulation activities such as pump and dump schemes, wash trading, or any other practices intended to artificially influence market conditions or platform operations.

- Harassment and Abuse: Harassing, bullying, or otherwise abusing other users of the platform. This includes distributing harmful or inappropriate content.

#### **Regulated and Restricted Activities:**

- Financial Services Without Authorization: Operating as a money transmitter, currency exchange, payment processor, or any other regulated financial service without proper authorization or licensure.

- Intellectual Property Violations: Distributing, selling, or engaging in content or activities that infringe on the intellectual property rights of others.

- Privacy Violations: Unauthorized collection, sharing, or use of personal data from users or third parties without explicit consent. Please refer to our Privacy Policy for more details.

#### **High-Risk and Ethically Questionable Activities:**

- High-Risk Investments: Offering or promoting high-risk investment opportunities without appropriate disclosures and in violation of financial regulations.

- Content and Services Involving Adult Material: Distributing pornographic or sexually explicit content, or offering sexual services.

- Substances and Drug Paraphernalia: Selling or promoting narcotics, controlled substances, and any equipment designed for making or using drugs.

#### **Other Prohibited Uses:**

- Unauthorized Access and Interference: Attempting to gain unauthorized access to STARIA's systems or engaging in activities that interfere with the operational integrity of the Services.

- Use of Unauthorized or Fake Identities: Creating accounts or conducting transactions using false identities or information.



- Encouraging or Facilitating Any of the Above Activities: Promoting, facilitating, or instructing others to engage in any activities prohibited by this Appendix.

#### **Conditional Use:**

Certain activities may be permitted on a conditional basis, subject to prior written approval from STARIA and compliance with specific terms and conditions outlined by STARIA. These include, but are not limited to:

- Money Services Businesses that have obtained the necessary regulatory approvals.

- Charitable or Non-Profit Organizations seeking to use STARIA for fundraising purposes.

- Businesses involved in the sale of age-restricted goods, provided they adhere to all applicable laws and verification requirements.

Users found to be in violation of these prohibitions may face account suspension, termination, and legal action, in addition to any penalties imposed by law. STARIA reserves the right to report suspicious activities to the relevant authorities without prior notice to the user. Users are encouraged to report any suspected prohibited activities to STARIA's support team for investigation.

#### **Governing Law and Jurisdiction**

This Agreement and any disputes arising out of or related to the use of our services shall be governed by and construed in accordance with the laws of Switzerland, without giving effect to its conflict of law provisions. All disputes arising under, or in connection with, this Agreement shall be subject to the exclusive jurisdiction of the ordinary courts of the judicial district of Lausanne, Switzerland. By using our services, you consent to the jurisdiction and venue of these courts for the resolution of all disputes related to our services and this Agreement.