TERMS OF USE

ASSETARA LIMITED

Effective Date: 20 October 2026

IMPORTANT NOTICE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE ASSETARA PLATFORM.

These Terms of Use ("Terms") constitute a legally binding agreement between you ("you", "your", or "User") and ASSETARA LIMITED, a private company limited by shares incorporated in England and Wales, United Kingdom, under the Companies Act 2006, company number 17530240, with its registered office at 152 Hawthorn Road, Ashington, United Kingdom, NE63 9BG ("Company", "we", "us", "our", or "Assetara").

When you agree to use an Offering, these Terms and the applicable service-specific terms must be made available before the contract is concluded, and any legally required express acceptance must be obtained. Our Privacy Policy at https://assetara.ai/privacy-policy is a transparency notice, not a separate blanket consent to data processing.

IF YOU ARE UNDER 18 YEARS OF AGE, YOU ARE STRICTLY PROHIBITED FROM USING ANY OFFERINGS.

SECTION 13 SETS OUT THE LAW OF ENGLAND AND WALES AND THE COURTS FOR DISPUTES, SUBJECT TO MANDATORY CONSUMER RIGHTS. THERE IS NO MANDATORY PRE-DISPUTE ARBITRATION OR GENERAL WAIVER OF COLLECTIVE REMEDIES IN THESE TERMS.

CRYPTOCURRENCIES AND DIGITAL ASSETS ARE HIGHLY VOLATILE. THERE IS SUBSTANTIAL RISK OF ECONOMIC LOSS WHEN PURCHASING, SELLING, HOLDING, OR INVESTING IN DIGITAL ASSETS.

BY USING THE ASSETARA OFFERINGS, YOU ACKNOWLEDGE AND AGREE THAT:

1. You understand the risks associated with digital assets.
2. You understand the risks described in these Terms, without waiving mandatory rights.
3. Liability is allocated only as set out in section 9 and subject to rights that cannot lawfully be excluded.

Offerings and these Terms may change only in accordance with section 2.3 and applicable law. We may modify, suspend or discontinue Offerings for the reasons and subject to the safeguards in sections 2.3 and 11. Nothing excludes liabilities or remedies that cannot lawfully be excluded.

TO USE AN OFFERING, YOU MUST VALIDLY ACCEPT THE APPLICABLE TERMS BEFORE THE SERVICE BEGINS. IF YOU DO NOT AGREE, DO NOT USE THAT OFFERING. MERE WEBSITE BROWSING DOES NOT WAIVE MANDATORY RIGHTS.

1. DEFINITIONS

- **"Account"** or **"Assetara Account"** means the virtual account(s) opened for Users to track usage of Offerings, transactions, asset balances, and essential information.
- **"Affiliates"** means any direct or indirect parent companies, subsidiaries, sponsors, or affiliated entities of the Company.
- **"AI Trading Engine"** means the proprietary artificial intelligence-powered algorithmic data processing system integrated into the Platform that analyzes market data and executes algorithmic strategies.
- **"AML"** means Anti-Money Laundering regulations and requirements.
- **"ASRA"** or **"ASRA Token"** means the utility token deployed on the BNB Chain blockchain (BEP-20 standard) with a maximum supply of 10,000,000,000 tokens, used for accessing platform software features, staking, governance, and ecosystem utilities.
- **"BNB Chain"** means the blockchain network on which the Platform's smart contracts are deployed.
- **"Bonus Program"** means the software incentive system providing Users with platform activity rewards.
- **"Company"**, **"we"**, **"us"**, or **"Assetara"** means ASSETARA LIMITED (registered in England and Wales, company number 17530240).
- **"Crypto Assets"** or **"Digital Assets"** means cryptocurrencies, tokens (including ASRA), and digital units based on blockchain technology.
- **"DAO Governance"** means the decentralized autonomous organization governance mechanism allowing ASRA token holders to vote on ecosystem technical proposals.
- **"ICO"** means Initial Coin Offering, the software utility token sale mechanism through which ASRA tokens are distributed to purchasers.
- **"Investment Plans"** or **"Software Tiers"** means the structured SaaS subscription and tool access tiers offered through the Platform (Starter, Flux, Pro, Astra, and Enterprise).
- **"KYC"** means Know Your Customer identity verification procedures.
- **"Offerings"** or **"Assetara Offerings"** means all B2B and consumer software services provided through the Platform accessible via assetara.ai and associated smart contracts.
- **"Platform"** means the website assetara.ai, associated web applications, smart contracts, and user interfaces.
- **"Privacy Policy"** means the privacy transparency notice available at https://assetara.ai/privacy-policy.
- **"Referral Program"** means the software commission framework allowing Users to invite others to access platform tools.
- **"Services"** means all IT, SaaS, data analytics, and algorithmic software features provided through the Platform.
- **"Smart Contract(s)"** means self-executing code deployed on BNB Chain that governs automated token mechanics and platform rules.
- **"Staking Pools"** means the non-custodial software reward pools (Pulse, Sonic, Volt, Axis, Boost) where Users lock ASRA tokens to receive utility rewards.
- **"User"**, **"you"**, or **"your"** means any individual or legal entity accessing or using the Offerings.
- **"Wallet"** means a non-custodial cryptocurrency wallet controlled exclusively by the User via their private keys.

2. ACCEPTANCE AND MODIFICATIONS

2.1 Agreement Formation

These Terms form the contract between you and ASSETARA LIMITED when validly accepted. We make them and the relevant service terms available before agreement and obtain express

acceptance where required. Mere website browsing does not waive statutory rights or provide optional marketing or cookie consent.

2.2 Supplementary Terms

The following are incorporated by reference and form an integral part of these Terms:

- Privacy Policy (https://assetara.ai/privacy-policy)
- All platform rules and operational guidelines
- Smart contract terms and technical specifications
- ICO round-specific terms and ASRA Token Purchase Agreements

2.3 Modifications to Terms

We may make proportionate changes for valid reasons, including changes in law or regulatory requirements, security threats, technical or operational changes, or the introduction or withdrawal of a feature. We explain material changes and normally provide at least 30 days' notice by email and a prominent Platform notice before they affect an existing agreement.

2.4 Language

These Terms are provided in English. Any translated version is provided for convenience only.

2.5 Entity Status

These Terms identify ASSETARA LIMITED, company number 17530240, as the contracting entity. They do not retrospectively transfer pre-existing contracts or liabilities from any prior registry or jurisdiction.

2.6 Regulatory Status and Non-Custodial SaaS Position

Incorporation at UK Companies House is not FCA authorisation, cryptoasset business registration, or permission to carry on regulated financial services. ASSETARA LIMITED operates strictly as a B2B and B2C Non-Custodial Software-as-a-Service (SaaS) provider.

The Company does not take custody of user assets, does not manage investment portfolios, and does not hold deposits. Payments received by Assetara Limited constitute platform software subscription fees, digital tool licensing costs, or utility token sales. Services are not targeted as regulated financial promotions to UK retail customers.

3. ELIGIBILITY AND ACCOUNT REQUIREMENTS

3.1 Age Requirement

You must be at least 18 years of age to access or use the Platform.

3.2 Legal Capacity

You represent and warrant that you have full legal capacity to enter into binding contracts under applicable laws.

3.3 Geographic Restrictions

The Offerings are not directed to or available in jurisdictions where digital assets or software tools of this nature are legally prohibited, including:

- United States of America and its territories
- Cuba, Iran, North Korea, Syria, Crimea region
- Any jurisdiction subject to comprehensive UK, UN, or EU financial sanctions.

3.4 Sanctions Compliance

You represent that you are not listed on any applicable sanctions lists (including UK Sanctions List, OFAC SDN, EU Consolidated List) and are not a Politically Exposed Person (PEP) without prior compliance approval.

3.5 Account Registration

To access software features, you must create an Account with accurate information: full legal name, valid email address, secure password, country of residence, date of birth, and non-custodial wallet address.

3.6 One Account Policy

Users may maintain only one primary Account per legal individual or entity.

3.7 Account Security

You are solely responsible for keeping your credentials and non-custodial wallet private keys secure. Assetara staff will never ask for your private keys or seed phrase.

3.8 KYC/AML Verification

Identity verification is conducted when required by legal obligations or internal security risk assessments. Failure to complete requested KYC checks may result in account interface suspension.

4. PLATFORM SERVICES AND SOFTWARE OFFERINGS

4.1 AI Trading Engine (Algorithmic Software)

The AI Trading Engine is a proprietary data processing software tool that analyzes market indicators and executes algorithmic strategies.

- *Disclaimer:* Algorithmic performance is not guaranteed. Historical analysis does not predict future outcomes. All software trading activity carries market risks.

4.2 Software Tiers ("Investment Plans")

The Platform provides structured SaaS feature access tiers:

- **Starter:** Entry-level algorithmic analytical tools.
- **Flux:** Enhanced data processing and execution speed.
- **Pro:** Advanced algorithmic modules and priority support.
- **Astra:** Institutional-grade data feeds and strategy customisation.

- **Enterprise:** Dedicated infrastructure and custom API access.

All payments for these tiers are non-custodial SaaS licensing fees for software usage, not deposits or pooled investment capital.

4.3 Staking Pools

Non-custodial smart contracts allow ASRA token holders to lock tokens for platform utility rewards according to smart contract logic.

4.4 ASRA Token Mechanics

ASRA is designed exclusively as a utility token within the Assetara ecosystem:

- **Network:** BNB Chain (BEP-20)
- **Total Supply:** 10,000,000,000 ASRA (fixed)
- **Utility:** Platform fee discounts, software feature access, staking pool participation, and DAO voting. ASRA does not represent shares, debt, or profit-sharing rights in Assetara Limited.

4.5 Referral Program

Users may earn software rewards by referring new software subscribers, subject to local compliance laws.

4.6 Bonus Program

Software incentives and credits may be granted subject to published platform promotional rules.

4.7 DAO Governance

ASRA token holders may participate in protocol voting on technical features upon DAO deployment.

4.8 Non-Custodial Architecture

Assetara Limited maintains a strictly Non-Custodial infrastructure. The Company never holds, transfers, or controls your private keys or user funds. All transactions interact directly with public blockchain smart contracts.

5. USER OBLIGATIONS AND PROHIBITED CONDUCT

5.1 Compliance

You agree to comply with all local laws, tax obligations, and regulatory rules applicable to your software usage.

5.2 Prohibited Activities

Users must NOT:

- **Market Abuse:** Engage in wash trading, spoofing, market manipulation, or fraudulent trading schemes.
- **Illicit Activity:** Use the Platform for money laundering, terrorist financing, fraud, or handling proceeds of crime.
- **Technical Exploits:** Reverse engineer, decompile, launch DDoS attacks, exploit smart contract bugs, or use unauthorized automated scrapers.
- **Account Abuse:** Create multiple accounts for bonus abuse or share credentials with third parties.
- **Content Violations:** Distribute malicious code, phishing content, or infringe Assetara Limited's intellectual property.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership

All intellectual property rights in the Platform, AI Trading Engine algorithms, trademarks ("Assetara", "ASRA"), software code, web designs, and documentation belong exclusively to ASSETARA LIMITED or its licensors.

6.2 Limited License

Users are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Platform's software tools for their intended purpose.

7. FEES, PAYMENTS, AND TAXES

7.1 SaaS Fees

Assetara Limited charges software licensing fees, platform subscription costs, and transaction processing fees as displayed on the Platform.

7.2 Network Gas Fees

Users are responsible for paying public blockchain network fees ("gas fees") required for smart contract execution.

7.3 Non-Refundability

All payments made for software access, subscriptions, or token purchases are final and non-refundable, except where required by mandatory statutory consumer law.

7.4 Tax Obligations

Users are solely responsible for reporting and paying any taxes arising from their cryptocurrency transactions or platform usage under their local jurisdiction.

8. DISCLAIMERS AND RISK ACKNOWLEDGMENT

8.1 "AS IS" Provision

THE PLATFORM AND SOFTWARE OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED,

INCLUDING FITNESS FOR A PARTICULAR PURPOSE OR UNINTERRUPTED OPERATION.

8.2 No Financial or Investment Advice

ASSETARA LIMITED IS A SOFTWARE DEVELOPER AND DOES NOT PROVIDE FINANCIAL, INVESTMENT, LEGAL, OR TAX ADVICE. Platform tools are provided for software data analysis only.

8.3 Digital Asset Risks

Users acknowledge extreme market volatility, smart contract risks, regulatory uncertainty, and potential total loss of digital asset values when operating on public blockchains.

9. LIMITATIONS OF LIABILITY

9.1 Non-Excludable Liability

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or any statutory liability that cannot be excluded under English law.

9.2 Liability Cap for Business Users

For business users, Assetara Limited's aggregate liability arising out of or related to these Terms is strictly capped at the greater of USD 100 or the total software fees paid by the user to Assetara Limited in the preceding 12 months.

9.3 Exclusion of Consequential Losses

Assetara Limited shall not be liable for any indirect, incidental, special, or consequential damages, including loss of profits, loss of data, or market trading losses.

10. INDEMNIFICATION (BUSINESS USERS)

Business users agree to indemnify and hold harmless ASSETARA LIMITED, its directors, employees, and affiliates against any third-party claims, liabilities, or legal expenses arising from their material breach of these Terms, illegal conduct, or violation of third-party rights.

11. ACCOUNT SUSPENSION AND TERMINATION

11.1 Suspension Grounds

We may restrict interface access to your Account if we suspect legal violations, security threats, KYC non-compliance, market manipulation, or unauthorized account access.

11.2 Termination

Assetara Limited reserves the right to terminate account access upon prior notice for material breach or operational reasons. Non-custodial assets held directly in your wallet remain on the public blockchain and are unaffected by account interface termination.

12. PRIVACY AND DATA PROTECTION

Personal data processing is governed by our Privacy Policy (https://assetara.ai/privacy-policy) in accordance with UK GDPR, the Data Protection Act 2018, and PECR.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing Law

These Terms and any dispute or claim arising out of them shall be governed by and construed in accordance with the laws of England and Wales.

13.2 Informal Resolution & Pre-Trial Procedure

Before initiating formal legal proceedings, you agree to submit a detailed written complaint to `legal@assetara.ai`. The parties shall attempt in good faith to resolve the dispute through informal negotiations within 60 calendar days.

13.3 Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction over disputes involving business users, subject to mandatory consumer protections applicable in the user's country of residence.

14. MISCELLANEOUS PROVISIONS

14.1 Entire Agreement

These Terms constitute the entire agreement between you and ASSETARA LIMITED regarding platform software usage.

14.2 Severability

If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force.

14.3 Force Majeure

Assetara Limited is not liable for failures or delays resulting from events beyond reasonable control, including blockchain network congestion, cyberattacks, natural disasters, or regulatory mandates.

15. CORPORATE REQUISITES & CONTACT INFORMATION

- **Legal Entity:** ASSETARA LIMITED
- **Companies House Registration No.:** 17530240
- **Country of Registration:** United Kingdom (England and Wales)
- **Registered Office Address:** 152 Hawthorn Road, Ashington, United Kingdom, NE63 9BG
- **Legal Contact:** legal@assetara.ai
- **Support Contact:** support@assetara.ai
- **Official Website:** https://assetara.ai

16. ACKNOWLEDGMENT AND ACCEPTANCE

BY ACCESSING OR USING THE ASSETARA PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY DISCONTINUE USE OF ALL PLATFORM OFFERINGS.