

TERMS OF USE

Assetara Limited

Effective Date: March 3, 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 company incorporated in the Republic of Seychelles under registration number 246868 with registered address at Providence Industrial Estate, Victoria, Seychelles ("**Company**", "**we**", "**us**", "**our**", or "**Assetara**").

By accessing, downloading, using, or clicking "I Agree" when accepting any Assetara Offerings, you acknowledge and warrant that you have read, fully understood, and agree to be bound by all terms and conditions of these Terms, as well as our Privacy Policy available at <https://assetara.ai/privacy-policy>.

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

THESE TERMS CONTAIN IMPORTANT PROVISIONS, INCLUDING A MANDATORY ARBITRATION CLAUSE IN SECTION 13 THAT REQUIRES DISPUTES TO BE RESOLVED THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, NOT IN COURT.

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 assume all risks related to the use of Assetara Offerings
3. Assetara is not liable for any such risks or adverse outcomes

The form and content of the Offerings may change without prior notice. These Terms may be updated at any time by posting a new version. Continued use after changes indicates your acceptance of the updated Terms.

We reserve the right to modify, suspend, or discontinue any part of the Offerings at any time. Assetara and its affiliates are not liable for such modifications, suspensions, or discontinuations.

BY ACCESSING OR USING ANY ASSETARA OFFERINGS, YOU ACCEPT AND AGREE TO COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY CEASE ALL USE.

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 trading system integrated into the Platform that analyzes market data and executes trading strategies.

"AML" means Anti-Money Laundering regulations and requirements.

"ASRA" or **"ASRA Token"** means the utility token issued on the BNB Chain blockchain (BEP-20 standard) with a maximum supply of 10,000,000,000 tokens, used for accessing platform features, staking, governance, and other utilities within the Assetara ecosystem.

"BNB Chain" means the blockchain network (formerly Binance Smart Chain) on which the Platform's smart contracts are deployed.

"Bonus Program" means the incentive system providing Users with bonuses and rewards for platform activities.

"Company", "we", "us", or "Assetara" means Assetara Limited (Seychelles, registration number 246868).

"Crypto Assets" or "Digital Assets" means cryptocurrencies, tokens (including ASRA), and their derivatives based on blockchain technology and cryptography.

"DAO Governance" means the decentralized autonomous organization governance mechanism (when launched) allowing ASRA token holders to participate in platform decision-making.

"ICO" means Initial Coin Offering, the token sale mechanism through which ASRA tokens are distributed to purchasers.

"Investment Plans" means the structured investment products offered through the Platform, including Starter, Flux, Pro, Astra, and Enterprise tiers, providing different return potentials and features.

"KYC" means Know Your Customer identity verification procedures.

"Offerings" or "Assetara Offerings" means all services provided through the Platform accessible via assetara.ai and associated smart contracts, including but not limited to: AI Trading Engine, Investment Plans, Staking Pools, ASRA token sale/ICO mechanisms, Referral Program, Bonus Program, DAO Governance (when launched), Token Bridge (if available), and any future services.

"Platform" means the website assetara.ai, mobile applications, smart contracts, and all associated interfaces.

"Privacy Policy" means the privacy policy available at <https://assetara.ai/privacy-policy>.

"Referral Program" means the system allowing Users to invite others and earn commissions on their activities.

"Services" means all functionalities, features, and services provided through the Offerings.

"Smart Contract(s)" means the self-executing code deployed on BNB Chain that governs platform operations, token mechanics, and user interactions.

"Staking Pools" means the reward-generating mechanisms offered through the Platform, including Pulse, Sonic, Volt, Axis, and Boost pools, where Users lock ASRA tokens to earn rewards.

"Token Bridge" means the cross-chain transfer mechanism (when available) enabling ASRA token movement between different blockchain networks.

"User", "you", or "your" means any individual, legal entity, or organization accessing or using the Offerings and meeting eligibility requirements.

"Wallet" means a digital cryptocurrency wallet that you control with your own private keys, used to interact with the Platform.

2. ACCEPTANCE AND MODIFICATIONS

2.1 Agreement Formation

These Terms constitute a binding legal agreement between you and Assetara Limited. By creating an Account, accessing the Platform, or using any Offerings, you agree to be bound by these Terms.

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 guidelines
- Smart contract terms and conditions
- ICO round-specific terms
- Individual service agreements (including ASRA Token Purchase Agreements)

In case of conflict between these Terms and supplementary terms, the supplementary terms shall prevail for that specific service.

2.3 Modifications to Terms

Assetara may modify these Terms at any time in its sole discretion. Changes become effective upon publication on the Platform. We will notify Users of material changes through:

- Email notification to registered addresses
- Prominent notice on the Platform
- In-app notification

Continued use after modifications constitutes acceptance of updated Terms. If you disagree with changes, you must immediately cease using the Offerings and may close your Account.

2.4 Language

These Terms are provided in English and may be translated into other languages for convenience. In case of discrepancies, the English version shall prevail.

3. ELIGIBILITY AND ACCOUNT REQUIREMENTS

3.1 Age Requirement

You must be at least **18 years of age** to use the Platform. By creating an Account, you represent and warrant that you meet this age requirement.

3.2 Legal Capacity

You must have full legal capacity to enter into binding contracts under the laws of your jurisdiction. If you are using the Platform on behalf of a legal entity, you represent that you have authority to bind that entity to these Terms.

3.3 Geographic Restrictions

The Offerings are not available to residents or citizens of jurisdictions where:

- Digital assets or cryptocurrency services are prohibited
- Assetara is not licensed to operate
- Offering the Services would violate local laws

Restricted Jurisdictions include but are not limited to:

- United States and its territories
- Cuba, Iran, North Korea, Syria, Crimea region
- Any jurisdiction subject to comprehensive sanctions
- Other jurisdictions as determined by Assetara from time to time

You represent and warrant that you are not located in, resident of, or subject to the laws of any restricted jurisdiction.

3.4 Sanctions Compliance

You represent that you are not:

- Listed on any sanctions list (OFAC, UN, EU, or other)
- A Politically Exposed Person (PEP) unless approved
- Acting on behalf of sanctioned individuals or entities
- Involved in prohibited activities (terrorism, money laundering, etc.)

3.5 Account Registration

To access most Offerings, you must create an Assetara Account by providing:

- Full legal name
- Valid email address
- Secure password
- Country of residence
- Date of birth
- Cryptocurrency wallet address (for withdrawals)

All information must be accurate, current, and complete. You agree to update information promptly when it changes.

3.6 One Account Per Person

You may maintain only **one primary Account** per individual or legal entity. Creating multiple accounts for abusive purposes (bonus farming, referral manipulation, etc.) is strictly prohibited and will result in termination.

3.7 Account Security

You are solely responsible for:

- Maintaining confidentiality of your password and credentials
- All activities occurring under your Account
- Securing your private keys and wallet access
- Notifying us immediately of unauthorized access

Assetara will never ask for your password or private keys. We are not responsible for losses resulting from compromised credentials.

3.8 KYC/AML Verification

While basic Platform use does not require KYC, Assetara reserves the right to request identity verification at any time for:

- Compliance with legal obligations
- Large transaction volumes
- Suspicious activity detection
- Regulatory requirements
- Risk management purposes

When requested, you must provide:

- Government-issued identification document
- Proof of address (dated within 3 months)
- Selfie for identity confirmation
- Source of funds documentation (if required)
- Additional information as reasonably requested

Failure to complete KYC when requested may result in account suspension or termination.

4. PLATFORM SERVICES AND OFFERINGS

4.1 AI Trading Engine

The AI Trading Engine is a proprietary algorithmic system that:

- Analyzes cryptocurrency market data in real-time
- Executes trading strategies based on machine learning models
- Optimizes portfolio allocation for Investment Plans
- Provides Users with automated trading benefits

Disclaimer: AI performance is not guaranteed. Past results do not predict future outcomes. All trading involves risk of loss.

4.2 Investment Plans

Assetara offers tiered Investment Plans with different features:

Plan	Min. Investment	Duration	Features
Starter	Low	Flexible	Basic AI access
Flux	Medium	Medium-term	Enhanced returns
Pro	Medium-High	Medium-term	Priority execution
Astra	High	Long-term	Premium features
Enterprise	Very High	Customizable	Dedicated support

Table 1: Investment Plan tiers (specific terms subject to platform updates)

Important:

- Investments are subject to market risk
- Returns are not guaranteed
- Early withdrawal may incur penalties
- Specific terms apply to each plan tier

4.3 Staking Mechanics

- Rewards distributed according to smart contract rules
- Lock-up periods vary by pool
- Early unstaking may result in penalty fees
- Rewards paid in ASRA tokens

4.4 ASRA Token and ICO

ASRA is a utility token with the following characteristics:

- **Blockchain:** BNB Chain (BEP-20)
- **Total Supply:** 10,000,000,000 ASRA (fixed, non-inflationary)
- **Use Cases:** Platform fees, staking, governance voting, premium features, rewards

Token Purchase: ASRA tokens may be purchased during ICO rounds according to round-specific terms. Purchase constitutes acceptance of the Token Purchase Agreement.

Not a Security: ASRA is a utility token, not a security, investment contract, or financial instrument. It does not represent equity, debt, or profit-sharing rights in Assetara Limited.

4.5 Referral Program

Users can invite others using unique referral links and earn:

- Commission on referee deposits and activities
- Multi-level referral rewards (structure defined in platform rules)
- Bonus incentives for referral milestones

Prohibited Activities:

- Creating fake accounts for self-referral
- Using spam or deceptive marketing
- Violating third-party platform terms of service
- Any form of referral fraud or manipulation

4.6 Bonus Program

Users may receive bonuses for:

- Registration and first deposit
- Completing platform milestones
- Promotional campaigns
- Loyalty rewards

All bonuses are subject to terms and conditions specified at the time of grant, including potential wagering requirements or withdrawal restrictions.

4.7 DAO Governance (When Launched)

ASRA token holders may participate in decentralized governance:

- Voting on platform proposals
- Influencing development priorities
- Community-driven decision-making

Governance rights are proportional to ASRA holdings. Specific governance mechanisms will be detailed when the DAO launches.

4.8 Non-Custodial Nature

Assetara is a non-custodial platform. This means:

- You maintain full control of your private keys and assets
- Assetara never has custody or control of your funds
- All interactions occur directly with smart contracts on BNB Chain
- You are solely responsible for securing your wallet

Assetara cannot:

- Recover lost private keys
 - Reverse blockchain transactions
 - Access your wallet or funds
 - Freeze or seize your assets (except as required by law)
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5. USER OBLIGATIONS AND PROHIBITED CONDUCT

5.1 Compliance with Laws

You agree to comply with all applicable laws, regulations, and rules in your jurisdiction, including:

- Tax reporting and payment obligations
- Securities and financial services regulations
- AML/CTF requirements
- Data protection laws
- Consumer protection laws

5.2 Accurate Information

You must provide truthful, accurate, and complete information at all times. Providing false information may result in immediate account termination and legal action.

5.3 Prohibited Activities

You agree NOT to:

Market Manipulation:

- Engage in wash trading, spoofing, or layering
- Manipulate token prices or trading volumes
- Coordinate pump-and-dump schemes
- Use insider information unfairly

Illegal Activities:

- Use the Platform for money laundering or terrorist financing
- Purchase tokens with proceeds of illegal activity
- Violate sanctions or export control laws
- Engage in fraud, theft, or extortion

Technical Abuse:

- Reverse engineer, decompile, or disassemble Platform code
- Launch denial-of-service attacks or introduce malware

- Exploit bugs, vulnerabilities, or unintended features
- Use automated tools (bots, scrapers) without authorization
- Attempt to gain unauthorized access to systems

Account Abuse:

- Create multiple accounts to circumvent restrictions
- Share or sell your account credentials
- Impersonate other users or entities
- Use someone else's identity or documents

Content Violations:

- Upload harmful, offensive, or illegal content
- Infringe intellectual property rights
- Spam, phishing, or distribute unsolicited communications
- Harass, threaten, or abuse other users or staff

Referral Fraud:

- Self-referral or creating fake referee accounts
- Referral spamming or deceptive promotion
- Violating third-party platform policies to promote referrals

5.4 Cooperation with Investigations

You agree to cooperate fully with Assetara and law enforcement in investigating suspected violations of these Terms or applicable laws.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership

All intellectual property rights in the Platform, Offerings, and Services, including but not limited to:

- Software, code, and algorithms (including AI Trading Engine)
- Trademarks, logos, and brand elements ("Assetara", "ASRA")
- Content, text, graphics, and design
- Smart contracts and blockchain implementations
- Documentation and user interfaces

are owned by Assetara Limited, its Affiliates, or licensors.

6.2 Limited License

Subject to compliance with these Terms, Assetara grants you a limited, non-exclusive, non-transferable, revocable license to:

- Access and use the Platform for personal purposes
- Use Offerings in accordance with their intended functionality
- Download mobile applications on your devices

This license does not include rights to:

- Redistribute, sublicense, or commercially exploit the Platform
- Modify, adapt, or create derivative works
- Extract source code or proprietary algorithms
- Use Assetara trademarks without written permission

6.3 User Content

You retain ownership of content you submit (support messages, feedback, etc.). By submitting content, you grant Assetara a worldwide, non-exclusive, royalty-free license to use, reproduce, and display such content for operating and improving the Platform.

6.4 Feedback

Any feedback, suggestions, or ideas you provide about the Platform become the property of Assetara. We may use such feedback without obligation to you.

7. FEES AND PAYMENTS

7.1 Service Fees

Assetara may charge fees for certain Offerings, including:

- Deposit and withdrawal fees
- Trading commissions
- Investment plan management fees
- Staking pool entry/exit fees
- Premium feature subscriptions

- Token purchase fees during ICO

Current fees are published on the Platform and may be updated with reasonable notice.

7.2 Blockchain Fees

You are responsible for all blockchain transaction fees (gas fees) when interacting with smart contracts. These fees are paid to blockchain validators, not to Assetara.

7.3 Payment Processing

Payments may be processed through:

- Cryptocurrency deposits to smart contract addresses
- Third-party payment processors (subject to their terms)

You agree to pay all applicable fees promptly.

7.4 No Refunds

All payments for Services are **final and non-refundable** except as expressly stated in these Terms or required by law. This includes token purchases, staking deposits, and investment plan contributions.

7.5 Taxes

You are solely responsible for determining and paying all taxes applicable to your use of the Platform, including:

- Income tax on earnings or rewards
- Capital gains tax on asset appreciation
- Value-added tax (VAT) or sales tax where applicable

Assetara is not responsible for tax reporting or payment on your behalf (except as required by law in our jurisdiction).

8. DISCLAIMERS AND RISK ACKNOWLEDGMENT

8.1 "AS IS" and "AS AVAILABLE"

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

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASSETARA DISCLAIMS ALL WARRANTIES, INCLUDING:

- Merchantability and fitness for a particular purpose
- Non-infringement of third-party rights
- Accuracy, completeness, or reliability of content
- Uninterrupted, secure, or error-free operation
- Results or outcomes from using the Platform

8.2 No Financial Advice

ASSETARA DOES NOT PROVIDE INVESTMENT, FINANCIAL, TAX, OR LEGAL ADVICE. All information on the Platform is for informational purposes only and should not be relied upon as professional advice.

You acknowledge that:

- You make all decisions independently
- You should consult qualified professionals before investing
- Past performance does not guarantee future results
- AI Trading Engine results are not guaranteed

8.3 Cryptocurrency Risks

You acknowledge and accept the following risks:

Volatility: Digital assets are highly volatile. Prices can fluctuate dramatically in short periods.

Loss of Value: You may lose some or all of your investment. There is no guarantee of returns.

Regulatory Risk: Cryptocurrency regulations are evolving. Future laws may restrict or prohibit use.

Technology Risk: Blockchain technology is complex and may contain bugs or vulnerabilities.

Smart Contract Risk: Smart contracts are immutable. Errors in code cannot be easily corrected.

Liquidity Risk: You may not be able to sell assets quickly or at desired prices.

Security Risk: Hacking, theft, and technical failures may result in loss of assets.

Key Loss Risk: Lost private keys cannot be recovered. You lose access to assets permanently.

8.4 Third-Party Services

The Platform may integrate third-party services (wallets, price feeds, etc.). Assetara is not responsible for third-party services, their availability, accuracy, or security.

8.5 No Guaranteed Returns

Investment Plans, Staking Pools, and AI Trading Engine DO NOT GUARANTEE profits or returns. All projections, estimates, or historical data are for illustrative purposes only.

9. LIMITATION OF LIABILITY

9.1 Maximum Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASSETARA'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF THE OFFERINGS SHALL NOT EXCEED THE GREATER OF:

1. The total fees you paid to Assetara in the twelve (12) months preceding the claim, OR
2. USD \$100

9.2 Excluded Damages

IN NO EVENT SHALL ASSETARA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR:

- Indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, or business opportunities
- Loss of cryptocurrency or digital assets due to market volatility
- Damages resulting from smart contract exploitation or blockchain issues
- Damages caused by third-party actions (hackers, service providers)
- Damages from your failure to secure private keys or credentials
- Damages from reliance on Platform content or AI predictions
- Damages from unauthorized access to your Account

EVEN IF ASSETARA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Jurisdictional Limitations

Some jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages. In such jurisdictions, our liability is limited to the maximum extent permitted by law.

9.4 Basis of the Bargain

You acknowledge that Assetara has set fees and entered into these Terms in reliance on the disclaimers and limitations of liability herein, which form an essential basis of the bargain between the parties.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Assetara Limited, its Affiliates, and their respective officers, directors, employees, agents, contractors, and licensors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

1. Your use or misuse of the Platform and Offerings
2. Your violation of these Terms or any applicable laws
3. Your violation of third-party rights (intellectual property, privacy, etc.)
4. Your provision of inaccurate or fraudulent information
5. Your failure to secure your Account, wallet, or private keys
6. Tax liabilities arising from your activities
7. Your participation in the Referral or Bonus Programs
8. Any content you submit to the Platform

This indemnification obligation survives termination of these Terms and your use of the Platform.

11. ACCOUNT SUSPENSION AND TERMINATION

11.1 Suspension by Assetara

Assetara may suspend or restrict your Account immediately, without prior notice, if:

- You violate these Terms or applicable laws
- We suspect fraudulent, illegal, or suspicious activity
- Required by law enforcement or regulatory authorities
- Your Account poses a security risk
- You fail to complete required KYC verification
- We detect market manipulation or abuse
- You are located in a restricted jurisdiction

During suspension, you may not access Services, but withdrawal of funds may be permitted after investigation.

11.2 Termination by Assetara

Assetara may terminate your Account and access to Offerings at any time, with or without cause, including for:

- Material breach of these Terms
- Repeated violations or suspicious patterns
- Legal or regulatory requirements

- Risk management decisions
- Business reasons (discontinuation of services)

11.3 Termination by User

You may close your Account at any time by:

- Withdrawing all funds and assets
- Contacting support@assetara.ai with closure request
- Following account deactivation procedures

11.4 Effect of Termination

Upon termination:

- Your license to use the Platform immediately terminates
- You must cease all use of Offerings
- Outstanding obligations (fees, liabilities) remain enforceable
- Assetara may retain data as required by law (KYC, transaction records)
- Blockchain transactions remain immutable and permanent
- Sections of these Terms that by their nature should survive (indemnification, limitation of liability, dispute resolution) continue in effect

11.5 No Liability for Termination

Assetara is not liable for any losses or damages resulting from suspension or termination of your Account, except as required by law.

12. PRIVACY AND DATA PROTECTION

Your use of the Platform is subject to our Privacy Policy available at <https://assetara.ai/privacy-policy>, which is incorporated into these Terms by reference.

By using the Platform, you:

- Consent to collection and processing of personal data as described in the Privacy Policy

- Acknowledge that data may be transferred internationally
- Agree to provide accurate and current information
- Understand your rights under applicable data protection laws (GDPR, Seychelles Data Protection Act)

For data-related inquiries, contact legal@assetara.ai.

13. DISPUTE RESOLUTION AND ARBITRATION

13.1 Governing Law

These Terms and any disputes arising from or related to them shall be governed by and construed in accordance with the laws of the **Republic of Seychelles**, without regard to conflict of law principles.

13.2 Mandatory Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Platform ("Dispute") shall be resolved exclusively through binding arbitration rather than in court, except as provided below.

Arbitration Procedures:

- **Forum:** Seychelles International Arbitration Centre (SIAC-Seychelles) or equivalent institution
- **Rules:** Arbitration shall be conducted under the rules of SIAC-Seychelles in effect at the time
- **Arbitrator:** One arbitrator mutually agreed upon by the parties, or appointed according to SIAC rules
- **Language:** English
- **Location:** Victoria, Seychelles (or virtual proceedings by agreement)
- **Costs:** Each party bears its own costs; arbitrator fees split equally unless arbitrator decides otherwise

Arbitration Award:

- The arbitrator's decision is final and binding

- Judgment on the award may be entered in any court of competent jurisdiction
- The arbitrator may award any relief available under applicable law

13.3 Exceptions to Arbitration

Notwithstanding the arbitration requirement, either party may:

- Seek injunctive or equitable relief in court to protect intellectual property rights or prevent unauthorized access
- Bring claims in small claims court if they qualify

13.4 Class Action Waiver

YOU AND ASSETARA AGREE THAT DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

Neither party may participate in class arbitration, class action litigation, or any other representative proceeding. The arbitrator may not consolidate claims of multiple persons without consent of all parties.

If the class action waiver is found to be unenforceable, the arbitration agreement shall be void as to that claim, and such claim must be brought in court.

13.5 Informal Dispute Resolution

Before initiating arbitration, you agree to attempt informal resolution by:

1. Sending written notice describing the Dispute to legal@assetara.ai
2. Engaging in good-faith negotiations for at least 30 days

If the Dispute cannot be resolved informally, either party may initiate arbitration.

13.6 Time Limitation

Any arbitration must be commenced within **one (1) year** after the claim arises. Otherwise, the claim is permanently barred.

13.7 Opt-Out Right

You may opt out of the arbitration agreement by sending written notice to legal@assetara.ai within **30 days** of first accepting these Terms. The notice must include your name, email address, and clear statement that you wish to opt out of the arbitration agreement. Opting out does not affect any other terms.

14. MISCELLANEOUS PROVISIONS

14.1 Entire Agreement

These Terms, together with the Privacy Policy and any supplementary terms, constitute the entire agreement between you and Assetara regarding the Platform and supersede all prior agreements, representations, and understandings.

14.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

14.3 Waiver

Assetara's failure to enforce any right or provision of these Terms does not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative of Assetara.

14.4 Assignment

You may not assign, transfer, or delegate these Terms or your Account without Assetara's prior written consent. Any attempted assignment in violation of this provision is void.

Assetara may freely assign these Terms and related rights and obligations to any Affiliate or in connection with a merger, acquisition, reorganization, or sale of assets, without your consent.

14.5 Force Majeure

Assetara is not liable for any delay or failure to perform obligations under these Terms due to causes beyond our reasonable control, including:

- Acts of God (natural disasters, pandemics)
- War, terrorism, civil unrest, or government actions
- Cyber attacks, hacking, or network infrastructure failures
- Blockchain network failures or congestion
- Third-party service provider failures
- Internet service disruptions

14.6 No Third-Party Beneficiaries

These Terms are solely for the benefit of you and Assetara. No third party has any right to enforce or benefit from these Terms, except for Assetara's Affiliates, officers, directors, and employees who are intended beneficiaries of indemnification and limitation of liability provisions.

14.7 Relationship of Parties

Nothing in these Terms creates a partnership, joint venture, agency, employment, or fiduciary relationship between you and Assetara. You are an independent user of the Platform.

14.8 Notices

To Assetara: All legal notices must be sent to:

- Email: legal@assetara.ai
- Physical Address: Assetara Limited, Providence Industrial Estate, Victoria, Seychelles

To You: Assetara may provide notices through:

- Email to your registered address

- In-app notifications
- Posting on the Platform

Notices are deemed received when sent (email) or posted (Platform notice).

14.9 Language

These Terms are drafted in English. Any translations are provided for convenience only. In case of discrepancies, the English version prevails.

14.10 Headings

Section headings are for convenience only and do not affect interpretation of these Terms.

14.11 Survival

Provisions that by their nature should survive termination (including indemnification, limitation of liability, intellectual property, dispute resolution, and governing law) shall continue after these Terms end.

15. CONTACT INFORMATION

For questions, support, or legal inquiries regarding these Terms, please contact:

Assetara Limited

Providence Industrial Estate

Victoria, Seychelles

Registration Number: 246868

General Inquiries: support@assetara.ai

Legal Matters: legal@assetara.ai

Website: <https://assetara.ai>

Business Hours: Monday - Friday, 9:00 AM - 6:00 PM (Seychelles Time, GMT+4)

Response Time: We aim to respond within 5-7 business days

16. ACKNOWLEDGMENT AND ACCEPTANCE

BY CLICKING "I AGREE", CREATING AN ACCOUNT, OR USING ANY ASSETARA OFFERINGS, YOU ACKNOWLEDGE THAT:

1. You have read, understood, and agree to be bound by these Terms of Use and the Privacy Policy
2. You meet all eligibility requirements and are not located in a restricted jurisdiction
3. You understand the risks associated with cryptocurrencies and digital assets
4. You accept full responsibility for your Account security and private keys
5. You agree to the mandatory arbitration and class action waiver provisions
6. You assume all risks of loss and volatility
7. Assetara provides no guarantees of returns or outcomes
8. You are solely responsible for tax obligations and legal compliance in your jurisdiction
9. You will not engage in any prohibited conduct
10. All information you provide is accurate, current, and complete

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE THE PLATFORM.

BY USING THE ASSETARA PLATFORM, YOU CONFIRM YOUR ACCEPTANCE OF THESE TERMS OF USE.

Assetara Limited — Your Capital. Optimized by AI. Protected by Blockchain.

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