



Suzaku Terms & Conditions

Last revised: September 9th, 2024

These Terms and Conditions as may be updated from time to time (the “**Terms and Conditions**”) governs the terms upon which Suzaku (as defined below) shall supply You (the “**User**”) with the Services (as defined below).

Please read these Terms and Conditions before You use the Services. These Terms and Conditions tell You who we are, how we will provide the Services to You, how You and we may change or end the contract, what to do if there is a problem and other important information.

These Terms and Conditions are concluded between:

- ADDPHO, a French association having its registered office located at 229 rue Saint-Honoré, Paris, 75001, France, and registered with the National Directory of Associations under number W751274329, itself represented by E36 Knots, a French *société par actions simplifiée* having its registered office located at 60, rue François Ier, 75008 Paris, and registered with the Paris Trade and Company Registry under number 949 114 888 (“**Suzaku**”);
- and the User, a natural or legal person, acting in the capacity of professional or consumer, who (i) visits or uses Suzaku’s website accessible at the URL <https://www.suzaku.network/> (the “**Website**”) published by Suzaku and/or (ii) uses the Services that are offered within the Website/Application (as defined below), such as those defined in the article entitled “Definition” of these Terms and Conditions.

By utilizing the Services, You acknowledge and agree that You have read this document and that You agree to be bound by it.

Suzaku and the User are hereafter individually referred to as a “**Party**” and referred to jointly as the “**Parties**”.

BACKGROUND

Please visit the Website and the Application and read all the sections for Yourself. The Website and the Application provide a non-binding description of the Services that will be offered by Suzaku, more specifically on the following page: <https://docs.suzaku.network/suzaku-restaking>.

DEFINITIONS

In addition to the terms defined elsewhere in these Terms and Conditions, capitalized terms will have the meanings indicated below, whether in the singular or plural.

Application – means the website available at <https://app.suzaku.network>.

Avalanche – means a decentralized open-source Blockchain platform that supports, among other things, the creation of custom Blockchain networks. Within the Suzaku Protocol, the Avalanche Blockchain serves as a base layer for building Sovereign Networks.

Blockchain – means a decentralized and distributed digital ledger technology that records transactions across multiple computers in a secure and immutable manner. It operates as a chain of blocks, where each block contains a batch of transactions, and each new block is linked to the previous one using cryptographic hashes.

Builders – means the Users who are responsible for developing Sovereign Networks on the Avalanche Blockchain platform.

Collateral – means a staked Token supported by the Protocol or a Sovereign Network’s native Token, if any, to be used by Stakers to secure a Sovereign Network by way of Staking or Restaking. The list of Tokens supported by the Protocol is available on the dedicated section of the Website and of the Application.

Curators – means the Users who are responsible for (i) picking the Sovereign Networks to secure by way of Staking or Restaking, depending on their risk profile, (ii) delegating Collateral to one or more Operator(s), and (iii) distributing Rewards to Stakers. Operators can also be Curators. Curators register their Vaults on the Protocol to provide their services to Stakers.

Fees – has the meaning ascribed to it in Article 4.

Liquid Staking Tokens or LSTs – means transferable Tokens received by Stakers in exchange for the Staking of a Collateral into a Curator’s Vault.

Liquid Retaking Tokens or LRTs – means transferable Tokens received by Stakers in exchange for the Restaking of a Collateral into a Curator’s Vault.

Operators – means the Users who are responsible for running the infrastructure for Sovereign Networks. Operators register on the Protocol to provide their services to Sovereign Networks of their choosing.

Restaking – means the reuse of already staked Tokens to provide security for additional networks. In a restaking marketplace like the Suzaku Protocol, Stakers can allocate their staked Tokens as Collateral to secure multiple Sovereign Networks, thus earning Rewards from multiple sources while enhancing overall

networks cryptoeconomic security.

Rewards – means the rewards generated from the Staking or Restaking of the Collateral which is divided between Stakers, Curators and Operators.

Services – means the services that may be provided by Suzaku, as described in Article “*Description of the Services*”.

Staking – means the process by which users lock up their Tokens in a Blockchain network to support its operations, such as validating transactions and securing the network. In return, they earn rewards, typically in the form of additional Tokens.

Sovereign Network – means a network built by one or several Builder(s) using the Avalanche Blockchain stack. Each Sovereign Network sets its Staking and Restaking requirements for Operators and Curators, notably what tokens are stakeable.

Stakers – means the Users who decide to opt-in to provide cryptoeconomic security to Sovereign Networks in exchange for extra Reward by way of Staking or Restaking a Collateral. In order to do so, Stakers delegate a Collateral to Curators through Vaults.

Suzaku – means Suzaku, and “*Us*”, “*We*” or “*Ours*” in these Terms and Conditions.

User – means You, and “*You*”, “*Your*”, “*Yours*”.

Vault – means a smart contract operated by a Curator where Stakers can deposit their Collateral. Some Vaults give Stakers an LST or an LRT representing their position upon deposit.

Wallet – means a software application or service that allows Users to manage their cryptocurrencies, interact with decentralized applications, and securely store their cryptographic keys. Each Wallet has a cryptographic private key which allows its owner to access the digital assets in the Wallet, and a cryptographic public key or public address which is the address of the Wallet that must be shared in order to receive digital assets.

Website – means the website available at <https://www.suzaku.network/>.

INTERPRETATION

Unless the context of these Terms and Conditions otherwise requires:

- words of any gender include all other genders;
- words using the singular or plural also include the plural or singular respectively;
- the terms “*hereof*”, “*hereby*”, “*hereto*” and derivatives of similar words refer to this entire document;
- the word “*including*” shall mean “*including without limitation*”.

1. SUBJECT

Suzaku has developed the Website and the Application through which it presents the Services that it offers.

The Website and the Application are also intended to provide Users with information in order to discover the activity of Suzaku, its news (events, publications, etc.) and tutorials to guide them in their

use of the Website. It also proposes features and/or information that enable the Users to contact Suzaku.

These Terms and Conditions define the Website and Application access conditions, as well as the conditions of their use and of the online content offered therein, as well as of their features. These Terms and Conditions also govern the delivery of Services to the User in return for the User's compliance with the obligations and guarantees stipulated in these Terms and Conditions.

It is specified that these Terms and Conditions are the only contractual documents enforceable against Suzaku, thereby excluding any other document (prospectus, summary information document, presentation of Services, etc.) that are only for information and non-contractual purposes, and to the exclusion of all other possible conditions of service, sale or purchase of the User that can in no way be enforceable against Suzaku.

2. TERMS OF ACCEPTANCE AND ENFORCEABILITY OF THE TERMS AND CONDITIONS

Any User accessing the Website or the Application is required to read these Terms and Conditions, which can be accessed and downloaded via the "*Terms & Conditions*" section on all pages of the Website and of the Application and must respect the terms thereof.

The Terms and Conditions and the content of these sections can also be communicated by Suzaku by e-mail upon request by the User to contact@suzaku.network.

These Terms and Conditions are formally accepted by the User when (i) accessing the Website, and (ii) using the Services through the Application.

Suzaku reserves the right to adapt or modify these Terms and Conditions at any time, without notice. Any new version posted online will prevail over any previous version, notably printed or saved in digital or paper format by the User. The User is therefore invited to review and read these Terms and Conditions on a regular basis. The applicable version of the Terms and Conditions is the one accessible online while the User is visiting and using the Website or the Application.

Your continued use of the Website or of the Application after any such changes, with or without having explicitly accepted the new Terms and Conditions, shall constitute Your consent to such changes.

If You do not agree to such changes, You have no right to obtain information, use the Services, or access to the Website or the Application and must immediately cease use of it.

Users declare and acknowledge to remain responsible for verifying regularly these Terms and Conditions in their current and in effect version from time to time, an up-to-date version of which may be retrieved at any time on the Website and the Application.

The User who does not wish to accept the new Terms and Conditions can repudiate them and stop using the Services, under the conditions indicated below.

You understand and agree that We may discontinue or restrict Your use of the Website and the Application at any time for any reason or no reason with or without notice and without reference to You and there is no right of appeal.

We reserve the right to restrict Your access from engaging with the Services. You agree that we have

the right to restrict Your access to the Services via any technically available methods if we suspect, in our sole discretion, that (a) you have engaged in fraudulent activity; (b) you are the target of any sanctions administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the United Nations Security Council, the European Union, Her Majesty’s Treasury, or any other legal or regulatory authority in any applicable jurisdiction; (c) either You, as an individual or an entity, or Your Personal Wallet address is listed on the Specially Designated Nationals and Blocked Persons List (“SDN List”), Consolidated Sanctions List (“Non-SDN Lists”), or any other sanctions lists administered by OFAC; (d) you are located, organized, or resident in a country or territory that is, or whose government is, the subject of sanctions, including but not limited to Cuba, Belarus, Iran, Iraq, Liberia, North Korea, Russia, Sudan, and Syria; or (e) you have otherwise acted in violation of these Terms and Conditions. If we have a reasonable suspicion that you are utilizing the Website or the Application for illegal purposes, we reserve the right to take whatever action we deem appropriate.

These Terms and Conditions are concluded for an indefinite period.

The User acknowledges her/his awareness of the nature, purpose and characteristics of the Website, the Application and Services, as well as of the prerequisites for their use. S/he acknowledges having requested and obtained all necessary information, notably with regard to the quantitative and qualitative characteristics of the Services, enabling her/him to assess the suitability of the Services for her/his needs and to enter into the Terms and Conditions with full knowledge of the facts. The User is solely responsible for the choice to use the Website and the Services so that the responsibility of Suzaku cannot be pursued in any way in this respect.

3. DESCRIPTION OF THE SERVICES

Suzaku’s purpose is to offer its Users a protocol (the “**Protocol**”) built on the Avalanche Blockchain platform allowing Users to use staked Tokens or Sovereign Networks’ native Tokens, if any, as Collateral to secure multiple Sovereign Networks via a Staking or Restaking mechanism, hence increasing the overall yield of their positions, while contributing to the security of multiple networks.

3.1. Services accessible without creating a User Account

The Website and certain pages of the Application such as the landing page can be accessed by all Users.

These pages are intended to provide Users with information about the activities of Suzaku, its news (events, publications, etc.) and tutorials intended to guide them in their use of the Website, the Application and the Services. The Website and the Application also propose features and/or information that enable Users to contact Suzaku.

However, certain pages of the Website and of the Application as well as certain Services are only accessible to Users who have previously created an account (the “**User Account**”).

3.2. Services requiring the creation of a User Account

3.2.1. *Creation of a User Account*

In order to benefit from certain Services, each User must create an account using the following method:

- **Wallet connection:** alternatively, through an Application Programming Interface (“**API**”), the User can connect her/his supported Wallets to the Application. These include (i) non-custodial Wallets (*e.g.*, Metamask) to which the User retains the private cryptographic keys, and (ii) Wallets held by external digital asset trading platforms (*e.g.*, Coinbase and Binance) (together the “**Personal Wallet**”). Personal Wallet connection to the Application is in “read-only” mode, meaning that the authorization granted to the Application by the User via the API only provides access to view the content and balance of digital assets in the connected wallets, with no capability to make any transactions. For the avoidance of doubt, under no circumstances may Suzaku access or movement the digital assets within the User’s Personal Wallet.

3.2.2. *Staking and Restaking of the Collateral*

Once a User has created a User Account, s/he can decide to deposit her/his assets into the Protocol in exchange for Collaterals. Then s/he can participate in Staking or Restaking of her/his Collaterals into Curator’s Vaults.

In order to do so, each Staker must follow the instructions provided on the Website and the Application, which may include specifying the amount and type of Collateral to be minted and in what Vault it should be Staked or Restaked.

In exchange, each Staker will receive tokens representing her/his position on her/his Wallet. If those tokens are transferable, they are qualified as LSTs and LRTs.

Stakers will receive Reward on her/his Wallet whenever the Curator distributes them through its Vault.

In order to withdraw her/his Collateral, each Staker must first make a request to the relevant Vault and then will be able to claim its Collateral after the end of the Vault’s withdrawal period.

3.3. **Right of withdrawal**

The User acknowledges and agrees that upon use of the Services, no refunds and/or cancellations are permitted unless agreed in writing by Suzaku.

- Professional Users. Professional Users do not benefit from the consumer's right of withdrawal.
- Consumer Users. You expressly acknowledge that the use of the Services is to be carried out immediately. Therefore, under these Terms and Conditions, Users that are customers expressly waive their right of withdrawal, should such right exist, and give their express consent for the execution of the Terms and Conditions and the Services before the end of the right of withdrawal, the Terms and Conditions are definitively concluded as soon as the present Terms and Conditions are accepted by the User.

Suzaku – in its sole discretion – may examine on a case-by-case basis any requests in order to satisfy Users.

3.4. **New Services**

Suzaku will be able to widen its range of Services by releasing new services on the Application. These new services are deemed to be an integral part of the Services as defined in the Article “Definitions” of these Terms and Conditions and will be governed by these Terms and Conditions. Unless otherwise indicated, the new Services may be used by the User as soon as they are effectively available on the Application.

3.5. Evolution of the Services

To the maximum extent permitted by law, Suzaku may, at any time and without notice, develop, improve or adapt the Website, the Application and the Services, and more generally the services offered, in view of an improvement for example of the features offered on the Website and the Application or within the framework of the Services. This may include the roll-out of update(s), new version(s), new services or other services, or the removal of existing Services.

In case of definitive discontinuation of an existing Service, Suzaku will take reasonable endeavours to notify the Users of this change with reasonable notice, and to provide them with alternative solutions (*e.g.* transfers to a third-party service, etc.). In case of definitive discontinuation of all Services, Suzaku will proceed with the termination hereof.

Moreover, Suzaku may at any time and without notice complete or modify the Website, the Application, their content and the Services available through them, according to the evolution of technologies. As relevant, the User must ensure that her/his computer/phone resources are suitable for the changes of the Website, the Application and the Services.

4. FEES

As of today, the Services described above are rendered free of charge.

However, Suzaku reserves the right to amend its fee policy in the future.

5. DATA PROTECTION

Personal data may be processed through the Website and the Application. The User may access Suzaku’s “privacy policy” in the Website.

Cookies and other tracers or similar technologies (*e.g.*, Google Analytics) may be installed and/or read in the User’s browser or terminal when visiting the Website and the Application. The User may access Suzaku’s “cookie policy” in the Website.

6. ACKNOWLEDGEMENT OF RISK

6.1. User acknowledgments

You represent and warrant that You fully understand and have significant experience of digital assets, Blockchain systems and Services, and You fully understand the risks associated with the trading of digital assets as well as the mechanics related to the use of such digital assets (including with respect to their storage and exchange).

You acknowledge that trading markets are extremely volatile and shift quickly in terms of liquidity, market depth, and trading dynamics.

You represent and warrant that You are not entering into transactions that are above Your financial abilities. Also, digital assets are not suitable for people without the relevant knowledge and/or experience. You further represent and guarantee that You are aware of the risks related to digital assets, for which You are solely responsible and liable.

The User acknowledges and agrees that there are risks associated with purchasing digital assets, owning digital assets, and using digital assets in order to benefit from the Services. By using the Services, the User expressly acknowledges and assumes these risks.

The Users acknowledges and agrees that s/he understands that s/he may lose some of or all of her/his funds using the Services.

The User acknowledges and agrees that s/he has sufficient understanding and knowledge of the technical and business matters (including on-chain information such as those provided when using the Website and the Application) to understand the Services and to appreciate the risks and implications of using them.

The User acknowledges and agrees that s/he is aware that digital assets operate in a network without intermediaries and do not benefit from legal tender, unlike currencies issued by central banks. Their value is not guaranteed and depend on unregulated markets. There is no guarantee of liquidity with respect to the digital assets as well as the existence of a secondary market.

The User must therefore be particularly vigilant when using the Services, and must ensure that s/he has all of the skills and knowledge, particularly technical and financial, required to handle Tokens. Notably, Suzaku reminds Users that **past performance is not indicative of future performance, and that investment in digital assets presents risks of partial or total capital loss, i.e., loss of the Collateral**. The User is in any case invited to consult professionals specialising in financial, legal or tax advice before performing any transaction involving digital assets.

6.2. Further Legal Warnings

No legal guarantee of conformity applies to the Services and to these Terms and Conditions.

6.3. Risk Factors

You represent that You have read, understood and agreed to all the risk factors attached as [Appendix](#) to these Terms and Conditions.

7. REPRESENTATION, WARRANTIES AND COVENANTS

You hereby agree that by using the Services, You warrant and represent the following to be true:

You are of sound mind and have the requisite power and authority to understand and agree to these Terms and Conditions and to carry out and perform the obligations as set out hereunder and that You fully understand English and this English version of these Terms and Conditions.

You are of legal age (*i.e.*, at least 18 years old) and have full legal capacity to enter into commitments under these Terms and Conditions.

In addition, You declare and acknowledge that You are not a US citizen or national or act for a company that is domiciliated in the US or majority owned by US citizens or US companies, nor any

other country subject to further sanctions and/or AML risks, such as: Afghanistan, Albania, Angola, Azerbaijan, Bosnia and Herzegovina, Bahamas, Barbados, Burma, Botswana, Burkina Faso, Burundi, Cayman Islands, Cambodia, Cameroon, Crimea, Luhansk or Donetsk (Ukraine), Chad, China, Congo, Congo (Democratic Republic), Cuba, Ethiopia, Eritrea, Fiji, Palau, Ghana, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Jamaica, Jordan, Lao people Democratic Republic, Liberia, Libya, Madagascar, Malia, Mozambique, Nicaragua, Uganda, Korea North, Pakistan, Panama, Puerto Rico, Russia, American Samoa, Senegal, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Tajikistan, Trinidad and Tobago, Turkmenistan, Uganda, Uzbekistan, Vanuatu, Venezuela , Yemen, Zimbabwe.

The funds You provide, including any digital assets, have not been derived from or related to any unlawful activity including but not limited to money laundering, terrorist financing and furthermore You agree that You will not use the Website or Services for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes. Suzaku reserves the right to terminate Your use thereof should You use or attempt to use the Website or Services for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes.

You will only use the Website for Your personal and sole use and will not resell it to a third party.

You will not authorise others to use Your Wallet or User Account in order to use the Services.

You will not assign or otherwise transfer Your Wallet or User Account access rights to any other person or legal entity; You will not use a Wallet or User Account that is subject to any rights of a person other than You without appropriate authorisation.

You will not use the Website to cause nuisance, annoyance, or inconvenience.

You will not impair the proper operation of the business of Suzaku.

You will not try to harm the business of Suzaku in any way whatsoever.

You will keep secure and confidential Your Wallet's private key as well as your User Account credentials.

You will not intentionally exploit, or attempt to exploit, any errors, bugs, vulnerabilities, or defects in the coding, smart contracts, or any other aspect of the Suzaku Protocol for personal gain or any advantage other than those expressly provided by the Protocol's intended functionality. You further agree to promptly report any such issues to Suzaku and to refrain from sharing or disseminating knowledge of such issues with any third parties, except as required by law.

8. LIMITATION OF LIABILITY

To the maximum extent permitted by law and any regulatory provisions to which We are subject to, You acknowledge and agree that the entire risk arising out of Your use of the Services is entirely Yours and remains with You at all times, before, during and after such risk may apply.

The User will be liable for the obligations incumbent on her/him under these Terms and Conditions in accordance with the general rules applicable.

Suzaku can be held liable for faulty execution or non-execution of its obligations in compliance with these Terms and Conditions only in case of Suzaku' proven fault.

Moreover, Suzaku can be held liable only for direct (but not indirect) damages incurred by the User because of a failure of Suzaku to meet the obligations incumbent upon it pursuant to these Terms and Conditions. On the other hand, Suzaku can in no case bear liability for indirect damages caused to the User. Moreover, Suzaku can only, except for gross negligence or wilful misconduct, be held liable against the User for foreseeable damage.

Suzaku shall not bear any liability for any failure or delay in the performance of its obligations under these Terms and Conditions if such delay or failure to perform is due to the fault of a third party or any Force Majeure, for the purpose of these Terms and Conditions, Force Majeure shall be defined as any act, omissions, cause or circumstance beyond the reasonable control of Suzaku, this to include without any limitations: acts of god, war, national emergency, protests or rebellion, civil commotion, riots or strikes and any form of industrial dispute (whether or not involving either party's work force), earthquake, flood, drought, epidemic, fire, explosion, act of terrorism, or any other act ordered by any government, council or constituted body.

Suzaku cannot be held liable in case of abnormal use, which includes a use not in conformity with these Terms and Conditions, or fraudulent or illicit use of the Website or Services by the User and more generally for any non-compliance with these Terms and Conditions by the User.

The User should always ensure the security of its Wallet or User Account. For the avoidance of doubt, Users shall not transfer their Wallet's private cryptographic key to Suzaku which does not, under any circumstance, provide custody service for the Users' Wallets. In the same way, Users shall not transfer their User Account credentials to Suzaku.

Suzaku will not be liable, under any circumstances, for any loss or damage incurred by the User in respect of any breach of security in respect of his Wallet.

Clause applicable to professional Users only. This clause applies only to professional Users. As such, our aggregate liability for any circumstance or event arising out of or in connection with these Terms and Conditions will be limited to, and will in no event exceed the Fees paid by a User to use the Services offered by Suzaku over the last twelve (12) months. The limitations of damages set forth in this Clause is a fundamental element of the basis of the bargain between Us and You.

Neither We nor any other party involved in the creation, production, or delivery of the Services will be liable, in any way, for any incidental, special, exemplary, legal (reasonable costs) or consequential losses or damages, this to include but not exclusively, loss of profits, loss of data (excluding personal data, which specific policies are stated in our privacy policy), loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages whatsoever of a personal nature, including bodily injury, emotional distress arising out of or in connection with these Services whether or not they are based on warranty, contract, tort, this to include negligence, product liability or any other such thing, whether or not We have been informed of such matters and the possibility of any such damages or alike, this also, even if a limited remedy set forth and contained in these Terms and Conditions has failed or could fail, because of essential purpose.

9. INDEMNIFICATION

Clause applicable to professional Users only. This clause applies only to professional Users. You agree to release, indemnify, and hold Us and Our contractors, sub-contractor, affiliates and subsidiaries and agents and their officers, directors, employees and agents, harmless from and against

any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with Your violation of any of these Terms and Conditions.

10. INTELLECTUAL PROPERTY

These Terms and Conditions do not entail any transfer, concession or licence of intellectual property rights or *sui generis* right of the database producer for the benefit of the User.

The overall Website and Application, as well as each of the elements comprising them taken independently, notably the programs and developments, their structure, and the contents including data, texts, fixed or animated images, logos, sounds, graphics, photographs, files, are the exclusive property of Suzaku or of third parties that have provided it or conceded the right to exploit them.

Any representation or reproduction, total or partial, of the Website or the Application or of any of their elements without the express authorisation of Suzaku is prohibited and would constitute an infringement and/or an act of unfair competition or parasitism. In any case, on any representation or reproduction authorised by Suzaku of all or part of the Website and the Application or the elements that comprise them, the words "Copyright [current year] ADDPHO - all rights reserved" must appear.

The databases present on the Website and the Application are protected by intellectual property and any extraction or reuse of qualitatively or quantitatively substantial content of the databases is prohibited and subject to penalty.

The brands and logos appearing on the Website and the Application are trademarks registered by Suzaku or by third parties. Any reproduction, imitation, or use, total or partial, of these distinctive signs without the express authorisation of Suzaku or in violation of its intellectual property rights results in liability on the part of their author.

The other distinctive signs, notably the corporate names, commercial names, signs, domain names reproduced on the Website and the Application are the property of Suzaku or of third parties, and any reproduction thereof without express authorisation is likely to constitute identity theft that results in liability on the part of its author.

11. DISCLAIMERS

If You choose to use the Services, You do so entirely at Your own risk and, to the fullest extent permitted by applicable law, subject to the terms contained in this clause.

You acknowledge and agree that we do not have any obligations, whatsoever, or under any circumstances, to conduct any checks not required by applicable law, including but not limited to, background checks, on any User.

We will only make such checks as are required by law or in our opinion reasonably necessary in order to offer the Services.

You hereby acknowledge and agree that the Services as well as the Website and the Application are made available 'as is' and 'as available', with no warranties of any kind whatsoever and that, without prejudice to the generality of the foregoing, we make no warranty regarding, and shall have no responsibility for, the accuracy, availability, reliability, security, fitness for purpose or performance of the same.

We make no warranty that the Services, including but not restricted to, any information provided via any communication will meet Your requirements or will be available or made available in an uninterrupted, secure or error-free basis.

We make no warranty in respect of the quality of any content, truthfulness, completeness or reliability of any content obtained through the Website and the Application.

No advice or information, whether oral or in writing, obtained from Us or Our Website or Application will create any warranty expressly or otherwise, herein.

We disclaim any liability for interruption, delay or errors in use and is not liable for any loss whatsoever whether direct, indirect or consequential loss.

Suzaku does not guarantee, warrant or represent that any item downloaded from the Internet on this Website or Application is free from viruses. You are explicitly responsible for implementing appropriate procedures, anti-virus protection and software to protect Yourself and Your data. In this regard, Suzaku is not liable for any damage caused to Your equipment due to the use of the Website or Application or through material posted on or linked to any website. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us Your use is entirely at Your own risk.

Suzaku bears no responsibility for the success or otherwise of the Services, You hereby acknowledge that the Services are in development stage and therefore Suzaku cannot provide any warranty whatsoever in relation to the success or otherwise of said Services. You as user may lose all amounts invested.

The Website and the Application may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If You access a third-party website from the Website or the Application, You do so at Your own risk, and You understand that these Terms and Conditions do not apply to Your use of such sites. You expressly relieve us from any and all liability arising from Your use of any third-party website, service, or content. Additionally, Your dealings with or participation in promotions of advertisers found on the Website or the Application, including payment and delivery of goods, and any other terms (such as warranties) are solely between You and such advertisers. You agree that we shall not be responsible for any loss or damage of any sort relating to Your dealings with such advertisers.

The regulatory status of digital assets remains unclear or unsettled in many jurisdictions. Indeed some jurisdictions may implement legislation that will affect the Services, Suzaku accepts no liability in relation to regulatory action that may be taken or which may affect Suzaku in the future. Furthermore Suzaku may cease operations in a jurisdiction which takes regulatory action, changes laws adversely or makes it commercially undesirable to trade in such jurisdiction.

The User acknowledges and agrees that using the Services and holding Collateral, LSTs or LRTs does not give the User any rights in the form of equity or debt interest in Suzaku and/or its affiliates. Using the Service and holding Collateral, LSTs or LRTs confers no direct or indirect right to Suzaku' capital or income. It is not proof of ownership or a right of control. Using the Services and holding LSTs or LRTs does not grant the User any asset or share in Suzaku, or on the Website or the Application. The User rights are strictly limited to those set out under these Terms and Conditions.

The User acknowledges and agrees that to the fullest extent permitted under applicable law, nothing in these Terms and Conditions represents or warrants any form of performance of the Services or any digital asset related to the Services through the information provided to You. They are strictly for the use described in these Terms and Conditions.

The User acknowledges and agrees that the User may only access the Website and the Application using authorised means. Suzaku is not liable if You do not have a compatible device, computer, operating system, browser, or any other software or hardware with which the technology is not compatible. Suzaku reserves the right to terminate Your use thereof should You use or attempt to use an incompatible or unauthorised device.

The disclaimers are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application disclosed by Suzaku, including through a registration or subscription process, or other means. In the event of a conflict between the Terms and Conditions and any additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application, the additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application shall take precedence.

12. PROVISIONS

Any reference to statute, enactment, order or regulation or other similar instrument made in these Terms and Conditions, shall be construed as a reference to the instrument as it is in force for the time being taking into account any amendment, extension, application, consolidation or re-enactment and includes all and any subordinate legislations for the time being in-force.

In the event that one or more of these Terms and Conditions or any part thereof being or becoming invalid, illegal or unenforceable in any respect, it shall to the extent of such invalidity, illegality or unenforceability be deemed to be severed and removed and all remaining terms shall remain in full force and effect.

13. GENERAL TERMS

Unless You tell us otherwise, or the law requires otherwise, You agree to receive all communications from us by posting notices to Your User Account on the Application. You agree that You are able to print the communications for Your records. You agree that all communications that we send to You electronically satisfy any legal requirement that a communication be in writing.

As we may send You messages directly via Your User Account on the Application, it is Your responsibility to monitor these messages and respond in an appropriate manner. You represent and warrant that any information You enter is correct and applies only to You.

All communications and data we collect are subject to our Privacy Policy.

Suzaku draws the attention of the User to the risks inherent in any economic operation involving digital assets. Use of the Services by the User implies acceptance of these risks. In this respect, any financial losses suffered by the User and resulting from the use of the Services will not constitute a situation of unpredictability and will not give rise to the right to take advantage of any legal or regulatory provisions that may be applicable to such a situation, which the User formally acknowledges and accepts. The same applies more generally in the event that the contractual balance is upset by circumstances that were unforeseeable at the time of the conclusion of the Terms and Conditions, even if their execution proves excessively burdensome, with the User agreeing to bear all

economic and financial consequences and in this case to waive the possibility of claiming any legal or regulatory provisions that would be applicable to such a situation of unpredictability.

Any waiver of any breach of these Terms and Conditions by Suzaku, or any default, under any provision of these Terms and Conditions by the User shall only be valid if agreed in writing. Any further or subsequent breach or default by the User whether similar or otherwise shall in no way affect these Terms and Conditions. Similarly, any failure or delay, by either Party to these Terms and Conditions, to insist upon strict performance of any of the provisions of these Terms and Conditions shall not be construed as a waiver of any of its rights, under these Terms and Conditions.

These Terms and Conditions contains all of the terms which the Parties have agreed to in relation to the use of the Website, the Application and use of the Services. These Terms and Conditions supersede any prior written or oral content, agreement, representations or undertakings between the Parties or made by third parties. It is acknowledged by the User that they have not acted, relied on or been induced to enter into the use of the Services by reason of any representations made by or on behalf of Suzaku.

Unless otherwise stated, the periods and times indicated in these Terms and Conditions are in calendar days.

14. ASSIGNMENT

Suzaku reserves the right to assign our rights and duties under these Terms and Conditions to any person at any time without notice to You, nor will we seek Your approval on any such assignment. Suzaku may proceed to a notification via Your User Account on the Application, for information only.

15. PRE-CONTRACTUAL INFORMATION – CUSTOMER ACCEPTANCE

The User acknowledges having been informed in a comprehensible manner, by means of the availability of the present Terms and Conditions, prior to accepting these Terms and Conditions:

- on the essential characteristics of the Services, taking into account the communication medium used;
- on the price of the Services;
- on the terms of payment, supply and performance of the Terms and Conditions;
- the identity of Suzaku, its postal and electronic contact details, as well as its activities, if they are not apparent from the context,
- on legal and contractual guarantees and their implementation;
- on the possibility of resorting to conventional mediation in the event of a dispute;
- on the absence of right of withdrawal and other important contractual conditions;

The fact that Users use the Website or the Application implies full acceptance of these Terms and Conditions, which is expressly acknowledged by the User, who waive, in particular, the right to rely on any contradictory document, which would be unenforceable against Suzaku.

16. MEDIATION AND DISPUTES SETTLEMENTS

Any User who is a consumer within the meaning of applicable law may, free of charge, refer to the services of a consumer mediator with a view to the amicable resolution of a dispute with Suzaku.

The body appointed by Suzaku for this purpose is the Mediator of the French Financial Authority

(Médiateur de l'Autorité des marchés financiers).

In order to contact this body, the User may:

- go to the French Financial Markets Authority's website: <https://www.amf-france.org/fr/le-mediateur-de-lamf/votre-dossier-de-mediation/vous-voulez-deposer-une-demande-de-mediation> and fill in the online form, enclosing supporting documents; or
- send their complaint by post to the following address: Médiateur de l'Autorité des Marchés Financiers 17, place de la Bourse – 75082 Paris Cedex 02 Phone number: +33.1.53.45.60.00

A dispute may only be examined by the consumer mediator if:

- the User justifies having tried, beforehand, to resolve his dispute directly with Suzaku by a written complaint expressly identified as such detailing the reasons for his complaint as well as all the information useful to Suzaku to understand, study and appreciate the causes, consequences and incidences of this complaint, and sent by e-mail to: contact@suzaku.network;
- the claim is not manifestly unfounded or abusive;
- the dispute has not been previously examined or is not being examined by another mediator or by a court;
- the User submits his request to the mediator within a maximum of one year from the date of his written complaint to Suzaku;
- the dispute falls within the competence of the mediator.

The User will be informed by the mediator of the action taken on his or her request for mediation.

Furthermore, the User is informed that in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent settlement by extrajudicial means of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

17. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions shall be governed and construed in accordance with the laws of France.

IN CASE OF DISPUTE AS TO THE INTERPRETATION OR EXECUTION OF THESE TERMS AND CONDITIONS, THE PARTIES WILL MAKE EVERY EFFORT TO FIND AN AMICABLE SOLUTION.

In the absence of an amicable resolution, You acknowledge and accept that in the event of a claim or dispute, they shall be submitted to the exclusive jurisdiction of the Courts of Paris (France).

THESE PROVISIONS RELATING TO THE APPLICABLE LAW AND THE COMPETENT JURISDICTIONS ARE APPLICABLE SUBJECT TO THE IMPERATIVE PROVISIONS THAT WOULD HAVE TO BE APPLIED TO THE USER IN HIS CAPACITY AS A CONSUMER.

These Terms and Conditions may be translated by Suzaku or third parties into other languages. The English version will prevail in case of differences arising in translation.

18. CONTACT US

If You have any questions, do not hesitate to contact us using the following e-mail:

contact@suzaku.network.

Appendix Risk Factors

Risks associated with the User's Personal Wallet private key

Any third party that obtains access to the User's private keys may be able to use the User's digital assets. To minimize this risk, Users must protect themselves against people gaining unauthorised access to their electronic devices.

Legal risk and risk of adverse regulatory intervention in one or more jurisdictions

The operation of the Services may be impacted by the passing of restrictive laws, the publication of restrictive or negative opinions, the issuing of injunctions by national regulators, the initiation of regulatory actions or investigations, including but not limited to restrictions on the use or ownership of digital assets which may prevent or limit the development of the Services.

Given the lack of digital assets qualifications in most countries, each User is strongly advised to carry out a legal and tax analysis concerning the use of the Services according to the laws applicable to their nationality and place of residence.

Risk of theft and piracy

Hackers or other malicious or criminal groups or organizations may attempt to interfere with the Website and the Application or the availability of the Services in several ways including, but not limited to, denial of service attacks, Sybil attacks, mystification, surfing, malware attacks, or consensus-based attacks.

Risk of security weaknesses in the Website's and Application's core infrastructure software

There is a risk of weaknesses or bugs into the core infrastructure elements of the Website and the Application, thereby interfering with the use of the Services.

Risk of weakness or exploitable breakthrough in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, may present risks for digital assets and the Website and the Application.

Risk of winding-up of Suzaku' project

For a number of reasons including, but not limited to, an unfavourable fluctuation in digital asset market value, the failure of business relationships or competing intellectual property claims, Suzaku' project may no longer be a viable activity and may be dissolved.

Risk of malfunction on the Website, the Application and Services

The Website, the Application and Services may be impacted by an adverse malfunction including, but not limited to, a malfunction that results in the loss of market information.

Unforeseen risks

Digital assets are a new and untested technology. In addition to the risks stipulated above, there are other risks that Suzaku' team cannot predict. Risks may also arise out of and/or occur as unanticipated combinations or as changes in the risks stipulated herein.

If You are in any doubt as to the action You should take and the consequences it will involve, please consider consulting Your legal, financial, tax or other professional advisor(s) for necessary advice.