

TERMS AND CONDITIONS – TOKEN SWAP

These terms and conditions (the “**Terms**”) regulate the exchange of legacy network ‘STRAX Tokens’ (“**STRAX Tokens**”) for Stratis STRAT II Tokens (“**STRAT II Tokens**”) during the Swap Period (as below defined in these Terms).

The STRAX Token holder (the “**Client**”, “**you**”, “**your**”) and Stratis Group Europe, S.L, a company incorporated in Spain with company number B56827678 and registered address at C/ Zurbano 45 1, Madrid, Spain (“**we**,” “**us**”, “**our**”), are each a “**Party**” and together the “**Parties**”.

By exchanging STRAX Tokens for STRAT II Tokens during the Swap Period you agree that you have read, understood and accept these Terms. If you have any questions regarding these Terms, please contact us using the details provided at <https://www.Stratisplatform.com/contact>.

1. DEFINITIONS

1.1. In addition to terms defined within the body of these Terms, the following definitions and rules of interpretation apply in these Terms:

“**Blockchain Technology**” means a continuously growing list of groups of records, called blocks, which are decentralised, linked sequentially and authenticated using public-key cryptography.

“**Confidential Information**” means any information (whether written, electronic or oral) which has been designated as confidential in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) and information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights or know-how.

“**Consumer**” has the meaning given to it by applicable law, including in respect of individuals in Spain, the meaning given to it by article 3 of the Royal Legislative Decree 1/2007, of November 16, approving the revised text of the General Law for the Defence of Consumers and Users and other complementary laws.

“**Fork**” means a change to the underlying protocol of a Virtual Currency network that results in more than one version of that Virtual Currency.

“**Liability**” means any liability under or in connection with these Terms, whether or not foreseeable or in the contemplation of the Parties at any time, in or under contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, indemnity or otherwise. “**Liable**” will be construed accordingly.

“**Private Key**” means the secret code or text that is personal to you and is used with an algorithm to encrypt and decrypt code allowing you to access your Wallet.

“**Stratis ‘STRAT II’ Mainchain**” means the Blockchain Technology where STRAT II Tokens are issued.

“Virtual Currency” means a cryptocurrency, digital currency, digital asset, cryptoasset or other such similar term, for example, bitcoin or ether but does not include a derivative of a Virtual Currency, or a security, as defined under applicable law.

“Virtual Currency Exchange” means an exchange where it is possible to exchange Virtual Currencies for other Virtual Currencies, fiat currency for Virtual Currencies and/or Virtual Currencies for fiat currency.

“Wallet” means a wallet for the collection, storage and control of Virtual Currencies.

1.2. Headings used in these Terms are for convenience or reference only and shall not be construed as altering the meaning of these Terms or any of its parts.

1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.

1.4. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.

1.5. A reference to a statute or statutory provision is a reference to it as amended, extended or substantially replaced from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.6. A reference to writing or written includes email.

1.7. A reference to these Terms or to any other agreement or document referred to in these Terms is a reference to these Terms or such other agreement or document (as applicable) as varied or transferred (in each case, other than in breach of the provisions of these Terms) from time to time.

1.8. References to Sections are to the sections of these Terms.

1.9. Any words following the terms **“including”**, **“include”**, **“in particular”**, **“for example”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. IMPORTANT TERMS

2.1. While all of these Terms are important, you should pay particular attention to: (a) the Warning of Risk set out in Section 3; (b) the information regarding Excluded Jurisdictions and Excluded Persons set out in Section 7; (c) your obligations set out in Section 9; (d) our remedies set out in Section 10; and (e) the disclaimers set out in Section 11; (f) our Liability to you as set out in Section 12; and (g) when these Terms may be terminated by us as set out in Section 13.

3. WARNING OF RISK

3.1. You acknowledge that Virtual Currencies, Blockchain Technology, and STRAT II Tokens are new and relatively untested. They carry inherent risks (that are outside of our control) as they have technical vulnerabilities, may undergo a community-led change in operating

model or technical features (often referred to as a 'Fork') or algorithmic adjustments, and their regulatory status may change at any time in any one or multiple jurisdictions. In addition to this, the value of any Virtual Currency is subject to market forces and its value is not backed by any government or other entity.

- 3.2. Furthermore, other than burning (destroying) STRAT II Tokens, we cannot control and are not responsible for any volatility in supply, demand and price of STRAT II Tokens that may arise in connection with such market should it come into existence, and any such volatility in supply, demand and price is the sole risk of a STRAT II Token holder.
- 3.3. We make no warranties, representations, conditions, guarantees or equivalent (whether express or implied) as to the value, utility or legal status of STRAT II Tokens, in any jurisdiction, and we assume no responsibility for your management of STRAT II Tokens.
- 3.4. You warrant and represent that, before exchanging your STRAX Tokens for STRAT II Tokens, you have carried out adequate research into:
 - a) the risks and disadvantages of Virtual Currencies, the Wallet and smart contracts (and have sufficient understanding of the functionality, usage and storage of Virtual Currencies); and
 - b) whether you are in contravention of Section 7 by exchanging STRAX Tokens for STRAT II Tokens, you confirm to us that you accept the risks and disadvantages of Virtual Currencies and warrant and represent that you are not in breach of Section 7.
- 3.5. STRAT II Tokens which do not form part of a Swap Distribution (as below defined in these Terms) after expiry of the Swap Period (as below defined in these Terms) will be retained by us and will be destroyed (burned) by us on the 29th December 2024.

4. STRAT II TOKENS

- 4.1. A description of the services STRAT II Tokens may be used in connection with (the "Services") and the Stratis 'STRAT II' Mainchain is provided in the "**Stratis 'STRAT II' Mainchain Description**", which may be updated by us from time to time and can be accessed at <http://www.Stratisplatform.com> ("**Stratis Website**"). Except as expressly provided in these Terms, the Stratis 'STRAT II' Mainchain Description is an illustrative document, does not create any legal obligations and does not form part of these Terms.
- 4.2. STRAT II Token holders are eligible for the Services, but STRAT II Tokens themselves carry no rights, express or implied. In particular, STRAT II Tokens do not grant and shall not be construed as granting any legal, governance or other rights over or in relation to us, including shareholder rights, statutory rights, rights to dividends or rights to profits and there is no guarantee that a STRAX Token can be used in connection with the Services.
- 4.3. You acknowledge that the listing of STRAT II Tokens on any Virtual Currency Exchange is subject to the discretion of the relevant third-party exchange operator, based on its compliance review, listing criteria and other factors. We give no warranties, representations, guarantees, conditions or equivalent (whether express or implied) that STRAT II Tokens will be exchangeable on any Virtual Currency Exchange at any time.

5. SCOPE OF TERMS

- 5.1. These Terms govern only your exchange of STRAX Tokens for STRAT II Tokens during the Swap Period (the “**Token Swap**”).
- 5.2. Any use of STRAT II Tokens, including in connection with the Services is not governed by these Terms and will be governed by other applicable terms and policies.
- 5.3. STRAX Tokens will be exchanged for STRAT II Tokens as part of the Token Swap at the conversion ratio of 1:10 (1 STRAX Token = 10 STRAT II Token). Details of how to take part in the Token Swap are shown on the Stratis Website.

6. TOKEN SWAP PROCEDURE

- 6.1. Only STRAX Tokens are accepted in the Token Swap. Any other type of consideration, including any type of fiat currency or other Virtual Currency will not be accepted.
- 6.2. STRAX Tokens can be submitted in exchange for STRAT II Tokens from **3rd January 2024** until **9 AM GMT on 29th December 2024** GMT (the “**Swap Period**”). We may extend the Swap Period in our sole discretion and will post an update on the Stratis Website in the event that we do so.
- 6.3. The Token Swap is conducted through two different methods: (a) on-chain burn, and (b) using a “proofing tool” that generates a cryptographic proof of the STRAX Token balance. Method (a) on-chain burn is available while Stratis STRAX Mainchain is still operational. The cutoff date for this method to be utilized by you is **6PM GMT on 20th March 2024** (the “**Cutoff date**”) and after it this method (a) will not be available.
- 6.4. Method (b) using a “proofing tool” enables STRAX Token Holders to create cryptographic proofs of the private keys which they own and define a destination address for the Token Swap. Method (b) using a “proofing tool” is available after the Cutoff date. This enables the STRAX Token Holder to prove owning STRAX tokens before such date. In this regard, there is an opened window to use this method (b) until 29th December 2024.
- 6.5. After completion of the Token Swap, you will be credited with the appropriate number of STRAT II Tokens based on the total amount of STRAX Tokens you exchanged during the Token Swap (“**Swap Distribution**”). Swap Distributions will be made electronically to the Wallet associated with your Token Swap.

7. EXCLUDED JURISDICTIONS AND EXCLUDED PERSONS

- 7.1. STRAT II Tokens are not offered for use to persons or legal entities which are located, registered, domiciled or resident in: (a) jurisdictions with strategic anti-money laundering / counter-financing of terrorism deficiencies most recently identified by the Financial Action Task Force; or (b) any jurisdiction where the receipt or holding of STRAT II Tokens violates applicable law or regulations. Any jurisdiction under (a) and (b) being an “**Excluded Jurisdiction**”.
- 7.2. STRAT II Tokens are not offered for use to persons or legal entities or digital Wallet addresses which are sanctioned under US (OFAC), EU, UN, UK (OFSI) or any other applicable sanctions lists (“**Excluded Person**”).

7.3. You warrant and represent that you are not:

- a) an Excluded Person;
- b) an individual who is resident in an Excluded Jurisdiction when agreeing to these Terms or participating in the Token Swap;
- c) an individual habitually resident in an Excluded Jurisdiction;
- d) a corporation, partnership or other legal entity formed under the laws of any Excluded Jurisdiction;
- e) an agency, branch or office located in an Excluded Jurisdiction of a corporation, partnership or other legal entity that was formed under the laws of any country other than an Excluded Jurisdiction;
- f) a trust of which any trustee, settlor or beneficiary is described in this Section 7.3;
- g) a legal entity where more than twenty-five per cent (25%) of the shares of which are owned by or for the benefit of an individual or entity described in this Section 7.3; or
- h) an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in this Section 7.3.

7.4. You further warrant and represent that your participation in the Token Swap is:

- a) made on your own behalf as principal; and
- b) not communicated to us from a source within an Excluded Jurisdiction.

8. SECURITY

8.1. You are responsible for:

- a) implementing reasonable measures for securing the Wallet, vault or other storage mechanism you use to receive and hold STRAT II Tokens you receive in the Token Swap or thereafter, including any requisite Private Key(s) or other credentials necessary to access such storage mechanism(s); and
- b) properly configuring any hardware, software and systems (including your Wallet and Private Key) used or required in connection with the Token Swap and your holding of STRAX Tokens and STRAT II Tokens. If your Private Key(s) or other access credentials are lost, you may lose access to your STRAT II Tokens.

8.2. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to Private Keys required to access any relevant Stratis 'STRAT II' Mainchain address or your STRAT II Tokens.

9. YOUR OBLIGATIONS

9.1. By participating in the Token Swap, you warrant and represent that:

- a) you are of legal age to form a binding contract (at least 18 years old);
- b) all information you provide to us is true, complete, valid and not misleading;

- c) you shall not use STRAT II Tokens in any way which:
 - i. is harmful, unlawful or illegal;
 - ii. may give rise to civil or criminal liability for us or any of our personnel;
 - iii. in our sole discretion, may bring us or any of our personnel into disrepute;
 - iv. is on behalf of a third-party; or
 - v. is not expressly authorised by these Terms;
- d) you obtained and were given sufficient information about STRAT II Tokens to make an informed decision and have taken requisite advice (commercial, technical, legal or otherwise) in connection with your acquisition or control of STRAT II Tokens;
- e) you are acquiring or gaining control over STRAT II Tokens in order to be eligible for the Services and for no other purpose; and
- f) your receipt of a STRAX Token complies with all laws and regulations applicable to you or the jurisdiction in which you are located, registered, domiciled or resident, including:
 - i. having legal capacity and any other threshold requirements in its jurisdiction for acquiring or taking control of STRAT II Tokens and entering into contracts with us;
 - ii. any foreign exchange or regulatory restrictions applicable to STRAT II Tokens; and
 - iii. any governmental or other consents that may need to be obtained.

9.2. You agree to fully reimburse and compensate us on demand for any and all damages, Liability and costs (including reasonable legal fees) incurred by us in connection with any claim arising out of:

- a) any fraud or fraudulent misrepresentation you commit;
- b) any inaccuracy or defect in any of the information you provide to us;
- c) any breach of applicable law or regulation by you;
- d) any failure to comply with guidelines or reasonable instructions issued by us from time to time related to the Token Swap or STRAT II Tokens;
- e) any breach by you of these Terms; and
- f) third-party claims arising from your participation in the Token Swap or your holding of STRAX Tokens and STRAT II Tokens.

9.3. You shall cooperate with us in the defence of any claim we receive in relation to your participation in the Token Swap and your holding of STRAX Tokens and STRAT II Tokens.

10. OUR REMEDIES

10.1. We may terminate any legal agreements that you have entered into with us without further notice if:

- i. we discover at any time that you are not eligible to hold STRAT II Tokens;

- ii. any of the warranties in Section 9.1. are or become incomplete, misleading, untrue or disclaimed; or
 - iii. you have breached these Terms or violated our rights or the rights of any third party.
- 10.2. If we exercise these rights, your STRAT II Tokens shall be void and you shall have no right to access the Stratis 'STRAT II' Mainchain. These rights are in addition to our other rights and remedies at law.

11. DISCLAIMERS

- 11.1. You agree that, unless expressly stated in these Terms, to the extent permitted by applicable law, under no circumstances will you have any right against us or any other party to request or require a refund or compensation in respect of STRAX Tokens you exchanged in the Token Swap.
- 11.2. You further agree that, to the extent permitted by applicable law, you have no right or remedy against us for any loss or damage suffered as a result of the termination of legal agreements, cancellation of STRAT II Tokens or loss of access to the Stratis 'STRAT II' Mainchain in accordance with Section 10. You understand that without your agreement on this matter, we would not allow you to participate in the Token Swap or allow you to exchange STRAX Tokens for STRAT II Tokens.
- 11.3. Subject to Sections 11.4 and 12.1, STRAT II Tokens are provided on an “**as is**” and “**as available**” basis and, to the extent permitted by applicable law, without warranty or condition of any kind, either expressed or implied, including, implied warranties or conditions of satisfactory quality, fitness for a particular purpose, and non-infringement.
- 11.4. You agree that STRAT II Tokens, the internet and other technology (including Blockchain Technology and the Stratis 'STRAT II' Mainchain) upon which we rely is never completely error free and technical disruptions and human error may interfere with the receipt or use of (or cause a loss of) STRAT II Tokens. Any malfunction, unintended function or unexpected functioning of the Stratis 'STRAT II' Mainchain on which STRAT II Tokens are issued or the network protocol may cause STRAT II Tokens to malfunction or function in an unexpected or unintended manner. Virtual Currencies may themselves lose value and impact the value of STRAT II Tokens. Other unforeseeable changes to Blockchain Technology, whether intended or not, may likewise impact the value and usability of STRAT II Tokens.
- 11.5. If you are a Consumer, you have certain statutory rights and remedies as stated in Section 12.5 and nothing in these Terms affects these.
- 11.6. We give no representations, warranties, conditions, guarantees or equivalent (whether express or implied) that STRAT II Tokens are not considered a security in any jurisdiction and you agree that the Token Swap, Blockchain Technology, the Stratis 'STRAT II' Mainchain and networks, Virtual Currencies, STRAX Tokens and STRAT II Tokens could be impacted by regulatory inquiries or actions, including restrictions on the use or possession of Virtual Currencies. You undertake not to use or sell STRAT II Tokens in a jurisdiction where their use or sale is illegal and you shall bear your own legal or financial consequences if STRAT II Tokens are deemed by a competent authority to be a security, classified as illegal in a

certain jurisdiction or regulatory action impedes or limits their existence, permissibility of use, possession and value in any jurisdiction.

11.7. You acknowledge and agree that the Stratis 'STRAT II' Mainchain Description is only a guidance document and we make no warranties, conditions, representations, guarantees or equivalent (whether express or implied) as to:

- a) its contents (which may be updated from time to time); or
- b) whether or not the Stratis 'STRAT II' Mainchain or STRAT II Tokens will conform with the descriptions provided in it.

11.8. We are not in a position, nor shall these Terms be construed as requiring or obliging us, to keep STRAT II Tokens holders up to date with all information on the development of the Stratis 'STRAT II' Mainchain or the progress we are making.

The development of the Stratis 'STRAT II' Mainchain, has been designed to meet a perceived need in the market. It is possible that the Stratis 'STRAT II' Mainchain, Services and/or STRAT II Tokens will not be used by a large enough number of individuals, businesses or other organisations and that there will be limited public interest in the creation and development of its functionalities to make their development or maintenance commercially viable.

11.9. A change in law or regulation means that the Stratis 'STRAT II' Mainchain, Services and/or STRAT II Tokens become inviable or unfeasible to proceed with as anticipated. Such lack of interest or change in law or regulation could impact the funding and development of the Stratis 'STRAT II' Mainchain and consequently the usability of STRAT II Tokens.

12. LIMITATION OF LIABILITY

12.1. Nothing in these Terms shall limit or exclude Liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any other liability which cannot be limited or excluded by applicable law.

12.2. Subject to Section 12.2 and 12.4, we shall not be Liable for any:

- a) indirect, special or consequential loss or incidental loss;
- b) loss of profit;
- c) loss of business or business opportunity;
- d) loss of revenue;
- e) loss of anticipated savings;
- f) wasted expenditure;
- g) loss of goodwill;
- h) loss or corruption of data;

- i) loss caused by a failure by you to follow our reasonable instructions; or
- j) loss caused by any third party.

12.3. Subject to Sections 12.1, 12.2 and 12.4, our total aggregate Liability for any and all events shall be limited to the lesser of:

- a) the total value of the STRAX Tokens exchanged by you (measured in Euros market equivalent value as at the time and date of such exchange (at a rate determined by us in our sole discretion)); and
- b) one thousand (1.000) euros (EUR).

12.4. If you are a Consumer, nothing in these Terms shall limit to less than the total value of the STRAX Tokens exchanged by you (measured in Euros market equivalent value as at the time and date of such exchange (at a rate determined by us in our sole discretion)) our Liability to you for our failure to perform the Token Swap under these Terms with reasonable skill and care.

13. TERMINATION

13.1. We may terminate these Terms immediately by written notice to you if:

- a) there is a risk that performance of these Terms may be significantly impacted or delayed because of unforeseeable events detailed at Section 16;
- b) you have breached these Terms;
- c) any of the information provided by you was (in our sole discretion) false or misleading; or
- d) we reasonably believe we are (or may be) subject to a legal or regulatory obligation that impacts our ability to perform our obligations contained in these Terms.

14. CANCELLATION

14.1. Your exchange of STRAX Tokens for STRAT II Tokens during the Swap Period is final, and there are no refunds, credits or cancellations or rescissions except as may be required by applicable law or regulation.

14.2. We will provide you web-based support only, in our sole discretion, which support may include Telegram group chat and knowledge base support. We will not provide telephone or live support.

14.3. By participating in the Token Swap, you acknowledge and agree unconditionally and irrevocably to waive any right of set-off, netting, counterclaim, abatement or other similar remedy which you might otherwise have in respect of any STRAX Tokens and/or STRAT II Tokens under these Terms under the laws of any jurisdiction.

14.4. In order to take part in the Token Swap you provided your express consent for us to exchange your STRAX Tokens for STRAT II Tokens in accordance with these Terms as soon as you provide your STRAX Tokens for the Token Swap.

14.5. If you are a Consumer, you understand and agree that we have fully performed the services involved in the Token Swap. At that point, you cannot cancel the transaction and the STRAX Tokens that led to that Swap Distribution have been destroyed (burned) and are not refundable.

14.6. Therefore, as a Consumer you acknowledge that you do not have the right to withdrawal from these Terms once the transaction and the STRAX Tokens that led to the Swap Distribution have been destroyed (burned) and are not refundable.

15. EFFECTS OF TERMINATION

15.1. On termination of these Terms for any reason:

- a) any rights, remedies, obligations or Liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination shall not be affected; and
- b) any Sections of these Terms that by their nature are intended to survive shall continue in force, including 1, 7, 11 to 15 and 17 to 19.

16. UNFORESEEABLE EVENTS

16.1. We will not be Liable for any delay or non-performance of our obligations under these Terms arising from any cause or causes beyond our reasonable control including, governmental act, hacking, viruses or other malicious code, accident, strikes, lock-outs or other industrial action, breakdown of plant or machinery, your negligence or lack of understanding of Virtual Currencies, Blockchain Technology or networks, loss, theft or destruction of your Private Key, advances in technology or cryptography (including the development of quantum computers) that effects the security, usability or value of Virtual Currencies, mining attacks, including double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks, a change in the exchange rate or value of any Virtual Currency (including as a result of our acts or omissions), any legal, regulatory or technical changes in any part of the world relating to Virtual Currencies or Blockchain Technology, technical vulnerabilities in any Virtual Currencies or Blockchain Technology, a community decision to change the operating model, or technical features of a Virtual Currency (whether or not this results in a 'Fork') or make algorithmic adjustments (including to difficulty algorithms) to a Virtual Currency, your chosen method of storing and moving Virtual Currencies (including the security systems you have in place for your Wallet and Private Key) or the acts or omissions of our bank or banking services providers.

17. MISCELLANEOUS

17.1. If we do not insist immediately you to do something required under these Terms, or if we delay in taking steps against you in respect of you breaking these Terms, this will not mean that you will not have to do anything and it will not prevent us from taking steps against you at a later date.

17.2. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it

valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted to the minimum extent necessary to make it valid, legal and enforceable. Any modification to or deletion of a provision or part-provision under this Section 17.2 shall not affect the validity and enforceability of the rest of these Terms.

17.3. We may transfer our rights and obligations under these Terms to another organisation. We will inform you if this happens and will ensure that the transfer will not materially affect your rights under these Terms.

17.4. You may not transfer your rights or obligations under these Terms to another person. If you breach this restriction:

- a) we may terminate any legal agreements that you have entered into with us without further notice; and
- b) we may cancel any STRAT II Tokens held by you without further notice.

If we exercise these rights, your STRAT II Tokens shall be void and you shall have no right to access the Stratis 'STRAT II' Mainchain. These rights are in addition to our other rights and remedies at law, as well as those included in these Terms.

17.5. You confirm that you have no right or remedy against us for any loss or damage suffered as a result of the termination of agreements, cancellation of the STRAT II Tokens or loss of access to the Stratis 'STRAT II' Mainchain in accordance with this Section.

17.6. These Terms are between us and you. No other person shall have any rights to enforce any of the terms. Neither us nor you will need to get the permission of any third-party to make any changes to these Terms.

17.7. You shall not disclose our Confidential Information to any third-party that is not legally bound to keep such Confidential Information confidential. You shall inform us if you become aware of any unauthorised disclosure of our Confidential Information.

17.8. It is your responsibility to determine what, if any, taxes apply due to your participation in the Token Swap and your holding of STRAT II Tokens, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your participation in the Token Swap or holding of STRAT II Tokens or for collecting, reporting, withholding or remitting any taxes arising from any Virtual Currency transactions.

17.9. All notices, invoices, requests, demands or communications required or permitted in respect of your participation in the Token Swap or holding of STRAT II Tokens shall be in Spanish or English, in writing and delivered personally by email to us using the details shown on the Stratis Website and to you using such details as you have provided to us. All notices, requests, demands or communications shall be deemed received upon receipt for personal delivery, the date of sending if sent using email (provided no automatic bounce back is received) or seven (7) days following the date of sending if sent using post. This Section 17.9. does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any method of dispute resolution.

- 17.10. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between us and you, cause us or you to be agent of any other person, or authorise us or you to make or enter into any commitments for or on behalf of any other person. We and you both confirm we are acting on their own behalf as principal and not for the benefit of or on account of any other person.
- 17.11. We may modify these Terms at any time by posting a revised version on the Stratis Website or other channel we make available. The modified provisions will become effective upon posting or the date indicated in the posting, or if we notify you by email, as stated in the email. It is your responsibility to check the Stratis Website and other channels regularly for modifications. Your continued use of STRAT II Tokens or the Stratis 'STRAT II' Mainchain after any modification become effective constitutes your acceptance of the modification. We last modified these Terms on the date listed at the beginning of these Terms.
- 17.12. These Terms constitute the entire agreement and understanding between us relating to the Token Swap and your holding of STRAT II Tokens. You agree that all statements, representations, warranties, conditions and undertakings on which you rely are incorporated into these Terms and you do not rely on (and shall have no remedy in respect of) any statement, representation (including any misrepresentation), warranty, condition or undertaking (whether negligently or innocently made) of any person (in each case whether contractual or non-contractual) which is not expressly set out in these Terms, including in particular any that are set out in the Stratis 'STRAT II' Mainchain Description.
- 17.13. Without prejudice to Section 12.1, you agree that you will have no remedy in relation to these Terms for innocent or negligent misrepresentation, negligent misstatement or mistake based on any statement in or made in relation to these Terms.

18. DATA PROTECTION

- 18.1. We are committed to keeping your personal information secure. We process personal information in accordance with applicable data protection legislation. Please read our privacy policy to understand how we use and protect the information you provide to us (a copy of our privacy policy can be accessed here: <https://www.stratisplatform.com/privacy-policy/>).

19. DISPUTE RESOLUTION AND COMPLAINTS

- 19.1. These Terms (and any non-contractual obligations arising out of or in connection with them and any claim or dispute in relation to their formation) shall be governed by and interpreted in accordance with Spanish law.
- 19.2. In the event that the Consumer is a resident in other country of the European Union (different than Spain) where Stratis provides its Services, these Terms (and any non-contractual obligations arising out of or in connection with them and any claim or dispute in relation to their formation) shall be governed by and interpreted in accordance with that European Union country's law.
- 19.3. You irrevocably submit to the exclusive jurisdiction of the Spanish courts over any claim, dispute or matter arising out of, under or in connection with these Terms (and any non-

contractual obligations arising out of or in connection with them and any claim or dispute in relation to their formation).

- 19.4. In the event that the Consumer is a resident in other country of the European Union (different than Spain), the Consumer will be able to request the submission to the jurisdiction of that European Union country's courts over any claim, dispute or matter arising out of, under or in connection with these Terms (and any non-contractual obligations arising out of or in connection with them and any claim or dispute in relation to their formation).
- 19.5. We may bring any claim, dispute or matter before the courts of the country in which you are located, registered, domiciled or resident.
- 19.6. If you have a complaint or query about these Terms or their subject matter, you should contact us using the details shown on the Stratis Website or through our customer service email address at tokenswap@stratisplatform.com. Please provide your name, address and any other information we may need to identify you, and the complaint about which you have comments or queries.
- 19.7. For any complaints regarding the Services, you are encouraged to contact support@stratisplatform.com. If we receive a complaint from you, we will immediately conduct an independent investigation of your complaint and provide you with a written response. We will endeavour to respond to you within thirty (30) days of receiving your written complaint with our final response.