

Athena Terms & Conditions

These Terms and Conditions, as may be updated from time to time (the “**Terms and Conditions**”), govern the terms upon which Athena (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 Athena (“**Athena**”); and a natural person or legal person, acting in the capacity of professional or consumer, who (i) visits or uses Athena’s website accessible at the URL <https://app.athenains.io/> (the “**Website**”) published by Athena and/or (ii) uses the Services that are offered therein, such as those defined in the article entitled “**Definition**” of these Terms and Conditions.

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

Users should carefully consider whether their personal situation and the financial risks they are willing to take by using Athena’s Services such, as defined in the Article “**Description of the Services**”. Users may want to speak to an independent financial or legal adviser.

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

BACKGROUND

Please visit the Website and read all the sections for Yourself. The Website provides a non-binding description of the Services that will be offered by Athena.

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.

Blockchain – 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.

DAO or Decentralized Autonomous Organization – means a type of organization or entity that operates based on smart contracts and decentralized governance principles, which is built on Blockchain technology and allows participants to make collective decisions and manage the organization’s activities through transparent and democratic processes. More specifically, means the Athena’s DAO.

DEX or Decentralized Exchange – means a type of cryptocurrency exchange that operates in a decentralized manner, eliminating the need for intermediaries and providing users with greater control over their funds.

Liquid Lockers – has the meaning ascribed to in Article 3.1.

Lockable Tokens – means digital assets that can be locked following the Vote-escrowed Tokenomics model on their native protocol for governance or for boosting rewards, *e.g.* CRV, FXS, CAKE, etc.

Multisig or Multi-signature or Safe – means a smart contract acting like a wallet which requires multiple signatures (authorizations) from different parties before transactions (decisions) can be executed.

ATEN or Athena Token – means the governance token of the Athena ecosystem, which was generated on January 20th, 2021, and that can now be (i) swapped on several DEXes, (ii) bridged on different chains, (iii) allocated as rewards for Users who have staked their sdTOKENS or (iv) deposited into Strategies. ATEN holders have the possibility to (i) lock their ATEN for a period of up to four (4) years and receive veATEN, (ii) provide liquidity on DEXes, and (iii) lend their ATEN.

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

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

Strategy or Vault – means the approach adopted by Athena to optimize its rewards by generating passive income, *i.e.*, by depositing digital assets in secure smart contracts for specific periods of time and being decentralized rewarded by the smart contract.

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

veATEN – means the “ve” position of the ATEN that allows its holder, among other things, to benefit from (i) voting power as to how to allocate ATEN inflation and any other Athena related governance matter, from (ii) a boost on Liquid Lockers’ governance power, allowing Users to multiply their voting power on other protocols (*e.g.* Curve) and from (iii) a percentage of the fees generated by certain Athena Services. The benefits of holding veATEN are described in the dedicated sections of the Website.

Vote-escrowed Tokenomics or veTokenomics – means a model introduced by the Curve protocol whereby their native tokens must be locked for a specific amount of time in exchange for “ve” positions tokens, which are non-transferable and do not have any external markets but grant their holders (i) voting rights to govern the native protocol or to direct inflation across various pools, (ii) certain benefits in using the corresponding protocol or generated by the protocol.

Votemarket – has the meaning ascribed to it in Article 3.2.

Voting Period – means the time during which sdTOKEN holders can push their votes for the chosen gauge with their on-chain voting power. The Voting Period typically goes into effect from Thursday at 12:00 am UTC until the following Wednesday at 11:59 pm UTC.

Wallet – means a software application or service that allows Users to manage their cryptocurrencies, interact with decentralized applications, and securely store their cryptographic keys. More specifically, means the User’s wallet used to use the Services. Custody of Wallets used by Users is provided by a third-party service provider for which Athena has no visibility or control.

Website – means the website available at [https:// app.athenains.io /](https://app.athenains.io/).

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

Athena community has developed a Website through which it presents the Services that it offers.

The Website is also intended to provide Users with information in order to discover the activity of Athena, 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 Athena.

These Terms and Conditions define the Website access conditions, as well as the conditions of its use and of the online content offered therein, as well as of its 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 Athena, thereby excluding any other document (prospectus, summary information document, video supports, 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 Athena.

2. Terms of acceptance and enforceability of the Terms and Conditions

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

The Terms and Conditions and the content of these sections can also be communicated by Athena by e-mail upon request by the User to @support@athenains.io.

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

Athena 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.

Athena reserves the right to make any changes to these Terms and Conditions at its sole discretion. Your continued use of the Website 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 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.

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 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 are using the Services for money laundering or any illegal activity; (b) you have engaged in fraudulent activity; (c) you have acquired digital assets using inappropriate methods, including the use of stolen funds to purchase such assets; (d) 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; (e) either you, as an individual or an entity, or your 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; (f) 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, Sudan, and Syria; or (g) you have otherwise acted in violation of these Terms and Conditions. If we have a reasonable suspicion that you are utilizing the Website 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 and Services, as well as 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 choosing to use the Website and the Services, so the responsibility of Athena cannot be pursued in any way in this respect.

3. DESCRIPTION OF THE SERVICES

3.1 Strategies

Strategies offered by Athena are described in the dedicated sections of the documentation at <https://docs.athenains.io/strategies>.

3.2 Right of withdrawal

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

- 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.

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

3.3 New Services

Athena will be able to widen its range of Services by releasing new services on the Website. 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 Website.

3.4 Evolution of the Services

Athena may, at any time and without notice, develop, improve or adapt the Website and the Services, and more generally, the services offered, in view of an improvement, for example, of the features offered on the Website 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, Athena will take reasonable endeavours to notify the Users of this change with reasonable notice and to provide them with alternative solutions (*e.g.* alternative transactions, transfers to a third-party service, etc.). In case of definitive discontinuation of all Services, Athena will proceed with the termination hereof.

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

4. DATA PROTECTION

4.1 Use of Google Analytics

We use Google Analytics to monitor and analyze platform traffic to improve performance and user experience. Google Analytics collects certain anonymized or pseudonymized information, including IP addresses, browser types, and interaction data. This data is processed exclusively to generate insights about platform usage trends and does not allow us to directly identify individual users.

Google Analytics operates in accordance with Google's Privacy Policy. You may opt out of Google Analytics tracking by using the Google Analytics opt-out browser add-on.

4.2 Data Storage Practices

Athena does **not collect or store personal data** on our servers. Any preferences, settings, or usage data generated during your interaction with the platform are stored **locally on your device**. We do not retain, access, or transfer such data to any centralized server.

4.3 Third-Party Services and Data Collection

We may integrate with **third-party providers** whose services are necessary for the operation of certain platform functionalities. These providers may independently collect and process usage data under their own privacy policies. Athena assumes no responsibility for the data collection, processing, or storage activities of these third-party services.

We recommend reviewing the privacy policies of any such providers to understand how they collect and use your data.

4.4 Your Data Protection Rights

We prioritize user control over data. As a user, you have the right to:

- Manage or delete cookies and local data via your browser settings.
- Opt out of Google Analytics through the Google Analytics opt-out tool.

- Limit the sharing of your data with third-party services by reviewing and adjusting privacy settings within the platform or integrated service providers.

4.5 Compliance with Applicable Laws

We are committed to ensuring compliance with all relevant data protection regulations, including the General Data Protection Regulation (GDPR) and other applicable frameworks. Should you have any concerns or inquiries regarding data protection on Athena, you may contact us directly at support@athenains.io.

5. ACKNOWLEDGEMENT OF RISK

User Acknowledgments

You represent and warrant that You fully understand and have significant experience with digital assets, Blockchain systems and Services, and You fully understand the risks associated with the trading of digital assets and digital assets as well as the mechanics related to the use of such digital assets and 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 for the provision or receipt of Services of Athena. 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 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 those being developed by Athena, digital asset storage systems, *e.g.*, Wallets, veTokenomics) to understand the Services and to appreciate the risks and implications of using them.

The User acknowledges and agrees that the Website serves solely as an interface providing access to publicly accessible smart contracts deployed on blockchain networks. These smart contracts are autonomous and decentralized by design, meaning they operate independently and are not owned, controlled, or managed by any single entity. Furthermore, Athena does not possess the technical ability to alter, modify, or interfere with the code, functionality, or operation of these smart contracts.

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 depends on unregulated markets. There is no guarantee of liquidity with respect to digital assets as well as the existence of a secondary market.

Further Legal Warnings

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

Risk Factors

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

6. 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 unique 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, Burma, Botswana, Burkina Faso, Burundi, Cambodia, Cameroon, Crimea, Luhansk or Donetsk (Ukraine), Chad, Congo, Congo (Democratic Republic), Cuba, Ethiopia, Eritrea, Fiji, Palau, Ghana, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Kenya, Lao people Democratic Republic, Liberia, Libya, Madagascar, Mali, Monaco, Mozambique, Myanmar, Nicaragua, Uganda, Namibia, Nigeria, North Korea, Pakistan, Puerto Rico, Russia, American Samoa, Senegal, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Tajikistan, Trinidad and Tobago, Turkmenistan, 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 and 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. Athena 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 in order to use the Services.

You will not assign or otherwise transfer Your Wallet access rights to any other person or legal entity; You will not use a Wallet 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 Athena.

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

will keep secure and confidential Your Wallet's private key.

You hereby note You are solely responsible for Your own tax liability, if any, in relation to the Services, which may adversely affect You, including but not limited to withholding taxes, income tax, VAT, CGT or other applicable taxes.

You hereby note that You have sole responsibility for the acquisition, appreciation or depreciation of the value of the digital assets related to the Services.

You will hold a suitable online or offline Wallet or storage mechanism to support the digital assets related to the Services.

7. 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.

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

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

Athena 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 Athena, 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 workforce), earthquake, flood, drought, epidemic, fire, explosion, act of terrorism, or any other act ordered by any government, council or constituted body.

Athena 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. Custody of Wallets used by Users is provided by a third-party service provider for which Athena has no visibility or control.

Athena will not be liable, under any circumstances, for any loss or damage incurred by the User with respect to any breach of security in respect to 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 Athena over the last twelve (12) months. The limitations of damages set forth in this Clause are 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.

8. 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.

9. 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, 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 on an uninterrupted, secure or error-free basis.

We make no warranty with respect to the quality of any content, truthfulness, accuracy, completeness or reliability of any content obtained through the Website.

Displayed APRs are estimates, indicative only and are subject to change. Past performance is not indicative of future results, and returns are not guaranteed. Users should assess risks independently before making financial decisions.

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

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

Athena does not guarantee, warrant or represent that any item downloaded from the Internet on this Website 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, Athena is not liable for any damage caused to Your equipment due to the use of the Website 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 be careful when reviewing messages purporting to originate from us. Your use is entirely at your own risk.

Athena bears no responsibility for the success or otherwise of the digital assets linked to the Services. You hereby acknowledge that the Services are in a development stage, and therefore, Athena cannot provide any warranty whatsoever in relation to the success

or otherwise of the said digital assets. The digital assets related to the Services may have no value, and You, as the User, may lose all amounts paid. The User agrees, understands and assumes all risks in relation to the value of the said digital assets.

The Website 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, 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, 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, and Athena accepts no liability in relation to regulatory action that may be taken, or that may affect Athena in the future. Furthermore Athena 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 holding ATEN or veATEN does not give the User any rights in the form of equity or debt interest in Athena and/or its affiliates since a digital asset does not represent and shall not constitute an investment in a security or a financial instrument within the meaning of EU Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 relating to markets in financial instruments. ATEN and veATEN confer no direct or indirect right to Athena's capital or income. ATEN and veATEN are not proof of ownership or a right of control. Control over ATEN and veATEN does not grant the controlling individual any asset or share in Athena or on the Website. 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. 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 using authorised means. Athena 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. Athena 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 applications disclosed by Athena, 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.

10. PROVISIONS

Any reference to a statute, enactment, order or, regulation or other similar instrument made in these Terms and Conditions shall be construed as a reference or instrument as it is a 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.

11. GENERAL TERMS

Unless You tell us otherwise, or the law requires otherwise, You agree to receive all communications from us by our public communication channels or by posting notices to Your account. 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. You may choose to get legal notices in paper form through the mail if You tell us You do not want legal notices sent electronically. If You choose to use a paper form, legal notices will be sent to You in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically.

Other than set out above, any notice shall be in writing addressed to the other Party at its registered office or principal place or business or other such address as may, from time to time, have been notified for this particular purpose. Notice shall be deemed to have been received:

- if sent by prepaid first-class post, three (3) days (excluding any non-working day) after posting, this not to include the day of posting;
- if delivered by hand and given into the hand of a responsible person who signs for receipt or
- If sent by email, delivery is deemed at the time an express non-automated acknowledgement is received from the intended recipient.

All communications and data collected through our platform are managed in accordance with applicable laws and best practices for data protection. We limit data collection to the minimum necessary for platform functionality and do not store personal data.

Athena 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 Athena, 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 contain all of the terms which the Parties have agreed to in relation to the use of the Website and use of the Services, and the 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 Athena.

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

12. ASSIGNMENT

Athena 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.

13. 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 contact information, electronic contact details, as well as any related 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 a right of withdrawal and other important contractual conditions;

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

14. 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 Athena.

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

- The User justifies having tried, beforehand, to resolve his dispute directly with Athena by a written complaint expressly identified as such detailing the reasons for his complaint as well as all the information useful to Athena to understand, study and appreciate the causes, consequences and incidences of this complaint, and sent by e-mail to: contact@athenains.io.
- 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 Athena;
- 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/>.

15. LAW AND JURISDICTION

These Terms and Conditions shall be governed and construed in accordance with the laws of Switzerland. Any dispute, controversy or claim arising out of, or in relation to, these Terms and Conditions shall be resolved by the ordinary cantonal courts of the Canton of Zug, the venue being Zug, Switzerland.

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 Switzerland.

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 BUYER IN HIS CAPACITY AS A CONSUMER.

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

16. CONTACT US

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

Appendix Risk Factors

Risks Associated with Decentralised Finance [“DeFi”] protocols:

The digital assets linked to the Services are based on the Ethereum Blockchain and other blockchains. Therefore, any malfunction, unplanned function or unexpected operation of the said Blockchains may cause the Website or Services to malfunction or operate in a way that is not expected.

Risks associated with the User’s 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, and 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 or the availability of the Services in several ways, including, but not limited to, denial of service attacks, Sybil attacks, mystification, phishing, smart-contract exploitation, surfing, malware attacks, or consensus-based attacks.

Risk of security weaknesses in the Website’s core infrastructure software

There is a risk of weaknesses or bugs in the core infrastructure elements of the Website, 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.

Liquidity Risk

The exchange of a digital asset for any type of digital asset is not always guaranteed.

Risk of an uninsured loss

Unlike bank accounts or accounts in other regulated financial institutions, digital held through Athena or Ethereum Blockchain network are generally uninsured. At present, there are no public or private insurance agents providing Users with coverage against a loss of digital assets linked to the Services or a loss of value.

Risk of winding-up of Athena's 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, Athena's project may no longer be a viable activity and may be dissolved.

Risk of malfunction on the Website and Services

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

Unforeseen risks

Digital assets are a new and untested technology. In addition to the risks stipulated above, there are other risks that Athena's 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.