

Terms and Conditions

Introduction

These Terms & Conditions (“Terms”) form a legally binding agreement between **SBC Suisse Blockchain AG**, with an office located at La-Nicca-Strasse 10, 7000 Chur, Switzerland (“we”, “us”, “our”, “Company”) and you as a user of our blockchain launchpad platform and services. By using our services, you agree to these Terms.

These Terms and Conditions shall be governed by and construed in accordance with the laws of Switzerland, specifically the laws applicable to the domicile of SBC Suisse Blockchain AG in Chur, Switzerland. Any disputes arising from or related to these Terms shall be subject to the exclusive jurisdiction of the courts located in Chur, Switzerland.

Acceptance of Terms

By registering on suisseblockchain.io and using SuissePad, you accept these Terms. If you do not agree, discontinue using our Services. Continued use after any updates means you accept the changes.

Privacy Policy

Our Privacy Policy is part of these Terms. Please read it carefully to understand how we handle your data.

Contact

For any queries, contact us at: contact@suisseblockchain.io. If we need to contact you, we will do so via the email you have provided.

Changes to Terms

We may update these Terms. The latest version will always be on the website. Regularly review the Terms for updates.

Definitions

- **Account:** Your user account on the SuissePad platform.
- **AML/CFT:** Anti-Money Laundering and Combating the Financing of Terrorism.
- **Applicable Law:** Any relevant laws, statutes, regulations, or guidelines.

- **\$SUISSE:** Our platform's utility token.
- **Content:** All content on the website and SuissePad, including logos, images, videos, and text.
- **KYC:** Know Your Customer process.
- **Launchpad:** A platform feature enabling users to participate in Initial DEX Offerings (IDOs) and other blockchain project launches.
- **Platform:** The website and related software provided by the Company (e.g., SuissePad).
- **Projects:** IDO projects available on the Platform.
- **Prohibited Jurisdictions:** Countries where our Platform is restricted.
- **Services:** Services available on the Platform.
- **User:** A person who signed up with an Account on the Platform.
- **Wallet:** A service for storing and transferring Cryptocurrency.
- **Cryptocurrency:** A digital representation of value that can be traded or used for payments.

User Eligibility and Account

To access the Platform and use the Services, you must:

- Be at least 18 years old.
- Provide accurate, up-to-date information.
- Complete KYC.
- Not be from Prohibited Jurisdictions.
- Maintain the security of your account and do not share your credentials.

The Company reserves the right to suspend accounts for violations.

Identification and KYC

You must complete KYC for AML/CFT compliance, using Sumsub as our identity-checking provider. We may restrict access until KYC is completed.

We're using Sumsub as an identity-checking service provider.

<https://sumsub.com/terms-and-conditions/>

<https://sumsub.com/privacy-notice-service/>

\$SUISSE

\$SUISSE tokens are utility tokens for accessing SuissePad features. They do not confer ownership rights, dividends, or financial returns and are not intended for investment purposes.

You acknowledge and accept the following risks associated with accessing, purchasing, selling, using, or holding SUISSE tokens:

- Legal restrictions in some jurisdictions.
- Regulatory actions affecting token value.
- Risk of theft, hacking, and technical vulnerabilities.
- Security vulnerabilities in the Platform, code, or related software/infrastructure.
- Complete loss of token value or purchase price.
- Blockchain malfunctions.

- Internet transmission risks.
- Unanticipated risks related to SUISSE tokens.
- Tokens not meeting your expectations.
- Irreversibility of transactions.

Purchase and Use of SUISSE Tokens

Purchases are final and non-refundable. The Company is not liable for value fluctuations. Tokens must be used only for Platform access and not for speculative purposes. Users must provide a compatible wallet address.

You must use a compatible Wallet and provide its address. The Company is not responsible for transaction issues or delays.

Purchases are final with no refunds. You are responsible for applicable taxes.

By purchasing, you agree to these Terms, acknowledge the risks, and waive the right to class action lawsuits.

Payment and Non-Refundable Clause

All payments made for the purchase of SUISSE tokens are final, irrevocable, and non-refundable. Users acknowledge and agree that they have no right to a refund for any reason, including but not limited to the failure of the project, changes in the regulatory environment, or fluctuations in the value of the tokens.

The Company reserves the right to require you to provide us with your personal details (including without limitation: full name or legal name address and details of the virtual assets wallet from which you have sent the payment, etc.), and it is the sole responsibility of the Purchaser to provide correct details.

Failure to provide this information will prevent SBC Suisse Blockchain AG from transferring SUISSE tokens to your virtual asset wallet.

Additional Buyer Representations

By purchasing SUISSE tokens, you represent and warrant that:

1. **Eligibility:** You are not a citizen or resident of a country where this Agreement and the Token Sale are prohibited, restricted, or unauthorized in any form or manner, whether in full or in part, under the laws, regulatory requirements, or rules in such jurisdiction.
2. **Compliance with Laws:** You are legally permitted to receive and hold and make use of the SUISSE tokens in your jurisdiction. The purchase consideration is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities.
3. **Understanding of Risks:** You have a deep understanding of the functionality, usage, storage, transmission mechanisms, and intricacies associated with cryptographic tokens and blockchain-based software systems. You acknowledge the significant risks associated with the project, including but not limited to the risk of project failure, technological defects, and the potential total loss of value of the tokens.

Tax Obligations

You acknowledge, understand, and agree that you are solely responsible for your compliance with your tax obligations. The Company bears no liability or responsibility with respect to any tax consequences to you related to the purchase, holding, or use of SUISSE tokens.

Risk Disclosure and User Responsibility

Participation in the purchase, use, or investment in any digital assets, tokens, or cryptocurrencies involves inherent risks, including but not limited to market volatility, regulatory changes, and technological risks.

Prospective users should conduct their own research and seek the advice of a qualified financial advisor or legal counsel before making any decisions. The Company makes no representations, warranties, or guarantees regarding the accuracy, completeness, or reliability of the information contained on this website or any linked materials.

The Company disclaims any liability for any direct, indirect, or consequential losses or damages arising from reliance on this information or any errors or omissions in its content. By accessing, reading, or using this website, you acknowledge and agree to the terms outlined in this disclaimer and the Terms and Conditions. You are solely responsible for evaluating the risks and merits associated with any actions you take related to the contents of this document.

Intellectual Property Rights

SBC Suisse Blockchain AG and its licensors hold all copyrights, trademarks, design rights, and other intellectual property rights related to the Website and Services.

a. Unauthorized Use

You may not:

- Copy, create derivative works, distribute, publish, reverse engineer, decompile, disassemble, modify, or translate the SBC Suisse Blockchain AG Website or Service.
- Use the Service in violation of applicable laws or regulations.

Notify us of any Unauthorized Use and assist in investigations.

b. Trademarks and Content

“Suisse Blockchain” and associated trademarks are the exclusive property of SBC Suisse Blockchain AG. All Website content is owned by us and protected by intellectual property rights. You may not use this content or trademarks without our written consent.

Prohibited Jurisdictions

Here is the list of countries and regions where our services are unavailable due to legal restrictions. Please check this information to ensure compliance before using our platform.

1. Afghanistan
2. Algeria
3. Bangladesh
4. Belarus
5. Central African Republic
6. China (People’s Republic of China)
7. Crimea

8. Cuba
9. Democratic Republic of the Congo (Kinshasa)
10. Democratic People's Republic of North Korea (North Korea)
11. Ecuador
12. Egypt
13. Eritrea
14. Guinea-Bissau
15. Iran (Islamic Republic of Iran)
16. Iraq
17. Lebanon
18. Libya
19. Mali
20. Morocco
21. Myanmar
22. Nepal
23. Qatar
24. Somalia
25. South Sudan
26. Sudan
27. Syria (Syrian Arab Republic)
28. United States of America
29. Venezuela
30. Yemen
31. Pakistan
32. Russia Federation

Any person whitelisting from this jurisdiction won't be able to participate in the pre-sale and benefit from being whitelisted.

To ensure compliance with our Terms and to prevent access from Prohibited Jurisdictions, we utilize IP blocking, legal disclaimers, and require proof of address during the registration process. Any attempt to bypass these measures will result in the immediate suspension of your account and forfeiture of any associated funds or tokens.

Service Interruption

The Company does not guarantee that the Platform and Services will always be available or uninterrupted. Access may be affected by maintenance, technical issues, or other unforeseen circumstances. We are not liable for any interruptions or downtime. Users are advised to have appropriate antivirus software and backup measures in place to protect their data. The Company reserves the right to modify, suspend, or discontinue certain services without prior notice. We are not responsible for any loss or damage resulting from service interruptions.

Third Parties

The Platform may contain links to third-party websites. The Company is not liable for third-party services or content.

Indemnification

Users agree to indemnify the Company against claims arising from their use of the Platform, breach of these Terms, or violation of any rights.

Liability

To the fullest extent permitted by law:

- The Platform, SUISSE token, and Services are provided “AS IS” without warranties of any kind. We disclaim all implied warranties, including merchantability, fitness for a particular purpose, and noninfringement.
- We do not guarantee the Platform, SUISSE token, or Services are reliable, current, error-free, or virus-free.
- We are not liable for indirect, special, incidental, consequential, punitive, or exemplary damages, including loss of revenue, data, or business interruption.
- We are not responsible for unauthorized account access or accidental purchases.

Use due diligence when engaging on social media and verify the source of communications. If in doubt, contact contact@suisseblockchain.io.

Waiver

As a user of the Services, purchaser of SUISSE token, and participant in the Projects, you warrant that you are not acting as a consumer. You waive any applicable consumer protection rights, including but not limited to, distance selling rules and rights related to refunds or returns, to the fullest extent permitted by law.

Miscellaneous

- **Severability:** If any provision is invalid, the remaining provisions remain effective.
- **Assignment:** Users may not assign their rights or obligations under these Terms without the Company’s prior written consent.
- **No Waiver:** The Company’s failure to enforce a provision is not a waiver.
- **No Partnership:** These Terms do not create a partnership or agency relationship.
- **Force Majeure:** The Company is not liable for events beyond its control.
- **Governing Law:** These Terms are governed by the laws of Switzerland.
- **Disputes:** Disputes will be settled by the courts of Switzerland.
- **Notices:** The Company may provide notices via the Platform or email.
- **Communication:** All communications must be in English.

Disclaimer

The materials on www.suisseblockchain.io are provided on an ‘as is’ basis. SBC Suisse Blockchain AG makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or

noninfringement of intellectual property or other violation of rights. Further, SBC Suisse Blockchain AG does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

Limitations

In no event shall SBC Suisse Blockchain AG or its subcontractors be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on this website, even if Suisse Blockchain AG or an authorized representative has been notified orally or in writing of the possibility of such damage.

Accuracy of materials

The materials appearing on the Platform could include technical, typographical, or photographic errors. SBC Suisse Blockchain AG does not warrant that any of the materials on its website are accurate, complete, or current. SBC Suisse Blockchain AG may change the materials on its website at any time without notice.

Data Protection

We comply with applicable data protection laws, including GDPR, to protect your personal data. For more details, refer to our Privacy Policy.

For any queries or issues, contact us at: contact@suisseblockchain.io.

These Terms of Use are effective as of August 15th, 2024.