



Terms of Service

Updated: July 20, 2024

BY ACCESSING THIS WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THIS SITE AND ITS SERVICES IS SUBJECT TO ITS TERMS OF SERVICE HEREIN, AND THAT YOU HAVE RECEIVED, READ, AND UNDERSTANDS ITS TERMS.

1. Acceptance of these terms of Service, Incorporation of related Terms

These terms of service govern your access to and use of the Sutaas Assist website located at www.sutaasassist.com and all other online services, linked social media applications from the website and any other affiliates, directors, employees, associates, agents, (collectively “Sutaas Assist”, “Company”, “we”, or “us”). We provided a variety of services, including without limitation certain information, educational materials, financial tools, investment information, webinars, Brokerage services, as defined below, (each a “service” and collectively, the “services”). Each person or entity that accesses or uses the Platform or the service (“you”) in any way, whether or not you register, agrees that you have read, understand and agree to be bound by these terms of service (“Terms of Service”), the Privacy Policy, and any other agreements, disclosures, operating rules, policies and procedures that maybe, from time-to-time required, delivered, or published on the platform by us, each of which is incorporated by reference and each of which we may update from time to time without noticing you. These terms of Service are in addition to any agreements between you and us or any of our affiliated entity, unless otherwise specified. Your compliance to these terms of service is a condition to your access and use of the platform and its services. Please read these terms of service carefully before accessing or using this platform. Any violations to these terms of service, we may, delete your profile and any content you posted and prohibit you from accessing or using the platform or using any service, at any time in its sole discretion, with to without notice. These terms of Service are binding contract between you and us.

2. Changes to these Terms of Service; notice Requirements

The management of this website may make changes to these Terms of Service from time to time. If we do this, we will post the changed Terms of Service on the platform. We will indicate the latest revision date. You understand and agree that your continued use of the Service or the Platform after we made the changes constitute your acceptance to the new Terms of Service.

3. Eligible to use the platform

By accessing this platform or using any services, you acknowledge and represent that you are of legal age individual and have legal capacity to perform and understand our platform and services. If you are a legal entity, including without limitation a corporation, partnership, limited liability company, estate, or trust ("Entity"), you have all necessary power to make all representations and acknowledgments, and perform all obligations under these Terms of Service. You understand that these Terms of Service may be amended or updated from time to time, are legal, valid, and binding obligation, enforceable against you in accordance with its terms. Access from ineligible individual or entity can be defined as unauthorized. You agree that unauthorized access is a violation of the terms of service of this platform, and at any time in its sole discretion, with or without notice, we may delete your profile and prohibit you from accessing the platform and services. You agree that we will not be liable to you or any third-party for any such termination.

4. User Access termination/suspension

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.

5. Ownership of Intellectual Property, copyrights and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of sutaaassist. Except as explicitly

provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

6. Linked sites

The platform may contain links to third-party websites, sites, etc. for convenience. The inclusion of any link is not, and shall not be construed to imply, an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by SutaAssist of any information, materials, products, or services contained on any linked sites. You agree that your access and use of the linked sites is solely at your own risk. We recommend you to carefully review the terms of service of the linked sites before accessing them.

7. Notifications and Communications from the Platform

SutaAssist will send you email notifications from time to time. Some notifications are required of your transactions on Platform, such as confirmations of the actions you have taken on the platform. In other cases, these notifications involve changes to various legal agreements or Site policies. Generally, you may not opt out of such service-related emails. From time to time, we may also send user surveys, request for user feedback regarding user experience on our site operations, or marketing offers in behalf of our marketing partners. Completing these surveys, answering requests for feedback, or accepting any offer is strictly voluntary.

8. Retention of Right to Change Offering

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

9. Indemnification, Limitation of Liability, Disclaimers

Your use of the platform and the services offered is at your own sole risk. The platform and the services are provided on an “as is” basis, and “as available” basis. SUTAA ASSIST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

No advice or information, oral or written, obtained from you from the platform, the service of SUTAA ASSIST, or any content available, will create any warranty regarding SUTAA ASSIST, the platform or service that is not expressly stated in these terms of use. We hereby NOT RESPONSIBLE for any damages that may result from the platform or services and your dealing with other user, including damages that may incur to your equipments in accessing the platform. YOU UNDERSTAND AND AGREE THAT YOU, AND NOT SUTAA ASSIST, BEAR THE RISK FOR ANY LOSSES THAT DERIVE FROM THE ILLEGALITY OR NONCOMPLIANCE OF A BUYER OR SELLER YOU ARE DEALING WITH YOUR INVESTMENT OPPORTUNITIES. WE CONDUCT PROPERTY DUE DILIGENCE, ASSESSMENTS, FAIR MARKET VALUATIONS, DEAL CHECKING, HONEST AND PRUDENT INVESTMENTS ADVICE WITHIN THE RANGE OF SUFFICIENT DATA GATHERED RELATED TO YOUR PROPERTY, THROUGH THE ASSISTANCE OF A LICENSED BROKER, APPRAISER, EVALUATOR, BUT YOU ARE SOLELY RESPONSIBLE FOR ANY INVESTMENT DECISIONS YOU MAKE BASED ON THE SERVICE. SUTAA ASSIST SHALL NOT BE LIABLE FOR ANY INVESTMENT DECISIONS MADE BY YOU OR FOR ANY LOSS BASED ON THOSE DECISIONS. PLEASE CAREFULLY REVIEW THE DISCLOSURES AND RISK FACTORS ACCOMPANYING AND DISCLOSED IN CONNECTION WITH EACH INVESTMENT OPPORTUNITY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post on the Platform and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter on the Platform or in connection with any User content or content posted on the platform by any third-party User. We are not responsible for the conduct, whether online or offline, of any User of the Platform or Service. We do not guarantee and do not promise any specific results (relating to investments or otherwise) from use of the Platform and/or the Service.

The Platform and the Service may be temporarily unavailable from time to time, including for maintenance or other reasons. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, the Platform or the Service. We are not responsible for any problems or technical malfunction of any communications network or lines, computer online systems, servers or providers, computer equipment, software, or failure of email for any reason, including on account of technical problems or traffic congestion on the Internet or on the Platform or combination thereof, including injury or damage to you or to any other person's computer related to or resulting from participating or downloading materials in connection with the Platform and/or the Service. Under no

circumstances will we be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's access to or use of the Platform or the Service, any User, issuer of any Limited Product, or third-party content posted on or through the Platform or the Service or transmitted to Users, whether online or offline. Your sole and exclusive remedy for any failure or non-performance of the Platform or the Service, including any associated software or other materials supplied in connection with the Platform or the Service, will be for us to use commercially reasonable efforts to take into effect an adjustment or repair of the Platform or Service.

We reserve the right to change any content contained in the Platform and any Service offered through the Platform at any time without notice.

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED AND EXCEPT AS MAY BE REQUIRED BY APPLICABLE SECURITIES LAWS, IN NO EVENT WILL SUTAA ASSIST BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY LOST PROFITS OR LOST DATA, OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE PLATFORM OR THE SERVICE OR ANY OF THE PLATFORM CONTENT OR OTHER MATERIALS, INCLUDING RELATING TO LIMITED PRODUCTS, ON OR ACCESSED THROUGH THE PLATFORM, EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You shall indemnify and hold SUTAA ASSIST harmless from and against any loss, liability, claim, demand, damage, cost and expense, including reasonable attorneys' fees, arising out of or in connection with your access and use of the Platform and/or Service, your conduct in connection with the Platform and/or Service or with other Users of the Platform and/or Service, or any violation of these Terms of Service or of any law or the rights of any third-party, any of your User Content, including any third-party content, you post or share on or through the Platform.

10. Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Hyogo, Japan, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Hyogo Prefecture Japan. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.