



Terms of Use

Terms of Use for the Valar Peer-to-Peer Staking Platform.

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Version 1.0.0

1 General

1.1 Operator. The operator of the Valar Platform is Valar Solutions GmbH, registered in the Swiss Confederation (*hereinafter referred to as the “Operator”*).

1.2 Purpose. The Valar Platform (*hereinafter referred to as the “Platform” or the “Valar Platform”*) is a decentralized peer-to-peer staking platform that connects blockchain stakeholders - Delegators to Validators (*Delegators and Validators hereinafter together referred to as part of the “Users”*), enabling delegators to participate in blockchain consensus without the need for directly operating a computer or similar device by themselves (*referred to as “Node”*).

1.3 Scope. The terms listed in this document outline the responsibilities, limitations, and mutual agreements among the Platform’s Users and the Operator, while they are further complemented by the specific terms in the Valar Smart Contracts, as applicable to each individual User. Together these form the Terms of Use for the Valar Platform.

1.4 Platform Components. The Valar Platform consists of three components:

- **Valar Smart Contracts:** Immutable on-chain smart contract agreements that manage the collaboration between Users, including funds routing and compliance enforcement.
- **Valar User Interface:** An optional web-based application providing Users with a convenient way to interact with the Platform, initiate contracts, and track staking activities.
- **Valar Daemon:** An optional background program to automate Validator tasks such as monitoring contracts and managing participation keys.

1.5 Platform Features. The Valar Platform has the following main features:

- **Peer-to-Peer:** Delegators connect directly with Validators.
- **Delegated:** Validators participate in consensus on behalf of Delegators.
- **Self-Custodial:** Delegators retain custody of staked funds.
- **Incentivized:** Delegators receive Staking Rewards, while Validators are compensated for their Node running services.
- **Transparent:** Smart contracts ensure transparency and immutability.

1.6 Platform Users. Valar assigns specific roles to its Users to facilitate secure and effective management of staking activities. Each role has distinct responsibilities and access levels within the Platform:

- **Delegator Beneficiary:** Blockchain stakeholder participating in staking without running a Node. Responsibilities include managing funds, issuing the participation key registration transaction based on the Validator Manager’s prepared parameters, and ensuring compliance with Delegator Contract terms. The Delegator Beneficiary retains full control over the staked assets, which remain in their wallet, and receives any applicable Staking Rewards directly into this wallet.

- **Validator Owner:** Operates Node(s) to participate in blockchain consensus, and provides staking services to Delegators through the Platform. Responsible for running reliable Node(s), advertising services transparently, and managing earnings from the Node running service. The Validator Owner is solely responsible for Node performance, while they do not necessarily own the physical hardware infrastructure running the Node(s).
- **Delegator Manager:** Manages staking for one or more Delegator Beneficiaries. Responsible for initiating and managing Delegator Contracts, payment for staking services (using one of the supported currencies of the Platform, listed on the Noticeboard), and coordinating staking activities. The Delegator Manager can withdraw the Delegator Contract and any unused payment funds, while they cannot sign participation keys on behalf of the Delegator Beneficiary (as this is prohibited by Algorand's consensus mechanisms). The same account can assume both the Delegator Beneficiary and Delegator Manager role.
- **Validator Manager:** Oversees operational aspects of a Validator's Node(s). Responsibilities include automating tasks corresponding to the management of a Validator Ad, Delegator Contracts, and participation keys. Requires technical expertise in blockchain operations and is typically operated through the Valar Daemon.
- **Platform Operator:** Deploys and manages the Valar Platform and the Valar User Interface. Responsible for managing Platform settings and earnings from Platform commission. The Operator has no access to the funds of Users.
- **Partner:** Promotes the Platform to potential Users and may refer Users to the Platform in exchange for a commission.
- **Visitor:** Observing the available resources on the Valar Platform without registering.

1.7 Definitions.

- **Algorand Blockchain:** The specific blockchain network on which the Valar Platform operates, known for its Pure Proof-of-Stake consensus mechanism.
- **Delegators:** Blockchain stakeholders seeking to participate in staking without directly operating a Node.
- **Delegator Contract:** A smart contract that defines the terms of collaboration between a Delegator and a Validator, including staking amounts and Node running fees.
- **Geo-Fencing:** The restriction of Platform access based on geographical or jurisdictional boundaries to comply with legal or regulatory requirements.
- **Node:** A computer or device that participates in blockchain consensus mechanisms such as validating transactions and proposing new blocks.
- **Noticeboard:** The Platform's central smart contract which defines additional Platform terms, lists the supported payment currencies, and stores templates for Delegator Contracts and Validator Ads, among other functionalities.
- **Peer-to-Peer (P2P):** A decentralized interaction model that allows Delegators to connect directly with Validators without intermediaries.

- **Self-Custody:** A security model where Users maintain full control over their assets without transferring control over them to a third party.
- **Staking:** Participation in blockchain consensus, including the validation of transactions and the proposal of new blocks.
- **Staking Rewards:** Incentives provided by blockchain networks to participants for validating transactions and maintaining network security.
- **Valar Platform:** A decentralized system to facilitate P2P staking delegation while ensuring self-custody of the staked funds. The Valar Platform consists of the Valar Smart Contracts, the optional Valar User Interface, and the optional Valar Daemon.
- **Validators:** Individuals or entities that run Nodes, participate in consensus, and provide Node running services to Delegators.
- **Validator Ad:** A smart contract used by Validators to advertise their Node running services, including additional terms, fees, and Node capabilities.

1.8 Agreement to Terms. All Users agree to adhere to these Terms of Use – the terms listed in this document and the applicable terms in the Valar Smart Contracts – by accessing or using the Valar Platform.

2 Eligibility, Restrictions, and Responsibilities

2.1 Eligibility. Users of the Valar Platform must meet the following criteria:

- **Legal Compliance:** Users must be legally permitted to participate in blockchain staking activities in their respective jurisdictions. This includes, but is not limited to, compliance with local, national, and international laws governing cryptocurrency, anti-money laundering (AML), and know-your-customer (KYC) requirements.
- **Age Requirement:** To use the Platform, Users must be at least 18 or the age of majority in their jurisdiction, whichever is higher.
- **Technical Capability:** Users must possess the technical knowledge and resources to interact with blockchain technology, including operating wallets, understanding smart contracts, and securely managing private keys.

2.2 Restrictions. Users are expressly prohibited from engaging in any of the following:

- **Illegal Activity:** Utilizing the Platform for illegal, fraudulent, or unauthorized activities.
- **Intellectual Property Infringement:** Sharing or distributing content that violates intellectual property rights or applicable laws.
- **License Violation:** Disrespecting the licenses of the provided source code of the Platform and its components.
- **Service Disruption:** Exploiting the Platform to gain unauthorized access or disrupt services.

- **Restriction Circumvention:** Circumventing or attempting to bypass Platform restrictions, including geo-fencing measures.
- **Violation of Terms:** Violating the Terms of Use or any associated policies, including the terms listed in this document and those detailed by any applicable Valar Smart Contracts.

2.3 Responsibilities. Users are solely responsible for:

- **Compliance with Laws:** Ensuring their activities on the Platform comply with all applicable laws and regulations, including those related to taxation, reporting, and staking operations.
- **Asset Security:** Implementing robust security measures for their wallets, private keys, and other sensitive data. Users must ensure their private keys are stored securely and not shared with unauthorized parties.
- **Informed Decision-Making:** Carefully review and understand the Terms of Use of the Valar Platform and its functionalities before engaging in staking activities. Users should seek professional advice when necessary.
- **Awareness of Risks:** Understanding and accepting the risks associated with staking and blockchain technology in general, including potential staking reward fluctuations, network downtime, technical failures, and smart contract vulnerabilities.
- **System Compatibility:** Ensuring their software and hardware configurations are compatible with the Platform's requirements to avoid disruptions or errors during use.
- **Honest Engagement:** Refraining from fraudulent activities, misuse of the Platform, or any actions that could harm other Users or the Platform's integrity.
- **Reporting Issues:** Promptly informing the Operator of any malfunctions, bugs, or irregularities regarding the Platform to ensure timely resolution and the Platform's integrity.

3 Fees and User Assets

3.1 Fee Structure. The Valar Platform employs a transparent and straightforward fee structure to ensure fair compensation for services rendered. The Platform usage fees are:

- **Validator Setup Fee:** A nominal fee set and charged by Validators to cover initial setup costs, including generating participation keys.
- **Validator Operational Fee:** A fee for providing Node running services, advertised to Delegators on the Platform through Validator Ads. Validators charge an operational fee for the duration of the staking contract. The total operational fee σ is determined according to equation: $\sigma = \Delta \max(\beta, \lambda \gamma)$, where Δ is the duration of the staking, β is the minimal operational fee per unit of time, λ is the maximum ALGO stake, and γ is the variable payment factor per maximum staked ALGO per unit of time.
- **Platform Commission:** A percentage of the Validator's earnings is deducted as a Platform commission, defined within the Validator Ad and agreed upon prior to engagement. The commission's minimal value is defined on the Noticeboard.

- **Partner Commission:** A partner can receive a commission charged on top of the Validator's Setup and Operational Fee.
- **Infrastructure Fees:** Delegators and Validators are responsible for covering fees associated with the usage of blockchain technology, such as transaction and storage fees.

3.2 Self-Custody. The Valar Platform operates on a self-custodial model, ensuring all funds remain under the sole control of the respective Users. The Valar Platform or the Operator does not have custody of Users' funds at any given time. The Platform or the Operator does not offer any crypto custodial service.

3.3 Delegator Staked Funds. The Algorand funds that are staked by a Delegator remain in their wallet and under their full control. No transfer of the staked funds is required.

3.4 Delegator Setup and Operational Fee Funds. The Setup and Operational Fee Funds are transferred by the Delegator to the Delegator Contract in their entirety when the contract is created. The funds are locked in the Delegator Contract and progressively released and transferred to the Validator Ad as the contract matures. In case of early contract termination, the remaining setup and/or operational fee funds are released and transferred back to the Delegator.

3.5 Validator Earnings. Setup and Operational Fee Funds earned by Validators are stored exclusively on the corresponding Validator Ads and are accessible only to them. Only the Validators can withdraw their earnings from their corresponding Validator Ads. The Platform does not control or manage these funds.

3.6 Operator Earnings. Earnings from receiving Platform Commission are stored on the Noticeboard. These funds can be withdrawn exclusively by the Operator.

3.7 Partner Payments. The Partner Commission is paid out directly to the Partner. The corresponding funds are not stored on any smart contract.

3.8 Liability for Funds. Users are responsible for securing their wallets, private keys, and other sensitive data. Loss or compromise of private keys may result in the permanent loss of funds. The Platform or Operator cannot recover or restore such assets.

4 Valar Smart Contracts

4.1 About the Valar Smart Contracts. The Valar Smart Contracts reside on the Algorand Blockchain and are constituted of three smart contract types:

- Noticeboard,
- Validator Ad, and
- Delegator Contract.

4.2 Noticeboard Smart Contract. The Noticeboard is the central smart contract of the Valar Platform. Its deployment on the blockchain is equivalent to the deployment of the Platform. All interactions of the Valar Platform are done through the Noticeboard, which routes the calls further to the Validator Ad and Delegator Contract when needed. Each smart contract level fulfills a separate part of the functionality. The Noticeboard defines the Platform terms within which the Validator Ad and Delegator Contract can operate, including the smart contract templates for their creation. The Noticeboard also conducts User management, serves as the means for User notification, and holds any earnings from the Platform commission.

4.3 Validator Ad Smart Contract. The Validator Ad is a smart contract that advertises the offered Node running service, defines the Validator's service terms, and creates Delegator Contracts. In addition, the Validator Ad stores reference to the created Delegator Contracts and accumulates the Validator Owner's earnings.

4.4 Smart Contract Smart Contract. The Delegator Contract is a smart contract that describes the terms of the collaboration between a Delegator and Validator, such as the duration of staking and the maximum amount of funds that can be staked. It also defines all service costs, timing, notification, and eligibility requirements. In addition, the Delegator Contract holds the setup and operational fee funds, transferred by the Delegator Manager, before they are automatically forwarded to the Validator Ad as the contract matures. In addition, the Delegator Contract holds top-level participation key parameters that the Validator Manager submits in order for the Delegator Beneficiary to confirm them.

4.5 Additional Smart Contract Terms. The Noticeboard, Validator Ad, and Delegator Contract smart contracts define additional terms of the Platform's usage that complement the text contained in the Terms of Use at hand. Individual smart contracts' parameters may be reconfigured by the responsible parties to reflect changes in Platform operations, regulatory requirements, or User needs, ensuring adaptability and continued compliance.

4.6 Platform Upgrade. The Operator can upgrade the Platform by retiring the existing Noticeboard and deploying a new Noticeboard. This entails that:

- All Validator Ads and Delegator Contracts initiated after the implementation date of the upgraded system shall be executed exclusively through the latest version of the Platform.
- Contracts initiated before the Platform's upgrade shall remain operational and accessible on the previous Platform version until their respective expiration dates. Validator Ads will continue to allow the withdrawal of earnings for as long they are not deleted by their owner. However, Validator Ads can no longer be associated with new Delegator Contracts after the Platform upgrade.
- The Platform's upgrade will be announced on the public communication channels, accessible through the Valar User Interface. This notice will include information and potential references with further guidance on transitioning to the upgraded Platform.

5 Valar User Interface

5.1 About the Valar User Interface. The Valar User Interface is an optional web-based application that provides simplified graphical access to the Valar Smart Contracts. While not required to interact with the Valar Smart Contracts, the Valar User Interface facilitates tasks such as initiating contracts, managing staking activities, and monitoring progress.

5.2 No Formatting and Display Error Responsibility. The Valar User Interface reads data from the Algorand Blockchain and serves it to Users. Any errors that arise during data formatting and display, including time and fee calculation, are not the responsibility of the operator, and Users should verify the provided information with an independent source such as a blockchain explorer or their blockchain wallet.

5.3 No Third Party Liability. The Valar User Interface contains third-party resources, including staking statistics and miscellaneous real-time information about the Algorand Blockchain. Additionally, the Valar User Interface refers the Platform's Users to third-party sources for purposes of blockchain monitoring and information gathering. The provided third-party resources and sources are of indicative nature only, and there is no guarantee of the accuracy, completeness, or reliability of the information provided by third parties. The Operator disclaims all liability for any errors, omissions, or inaccuracies in such third-party information in its original or processed form, as well as for any decisions or actions taken based on third-party information.

5.4 Availability Limitations. The Valar Platform is designed to be accessible globally; however, the following applies:

- **Public Accessibility:** While Valar Smart Contracts are deployed on the Algorand blockchain and, as such, are accessible to anyone with blockchain access, the Valar User Interface instance deployed by the Operator may be subject to additional accessibility restrictions.
- **Geo-Fencing:** The Operator may restrict access to its Valar User Interface deployment in regions identified as high-risk or sanctioned jurisdictions based on regulatory requirements or decisions made by competent authorities (i.e., applicable sanctions lists). The Valar User Interface uses geo-fencing measures and relies on resources such as the EU Sanction List to enforce these restrictions.
- **Service Modifications:** The availability of specific features or services on the Valar User Interface may vary depending on operational requirements and legal constraints, in addition to being dependent on Platform updates.
- **Operator's Discretion:** The Operator reserves the right to limit or suspend the availability of the Valar User Interface or its services if there are reasonable grounds to do so, including, but not limited to, security concerns, legal compliance, or misuse of the Valar Platform.

5.5 Refusal or Suspension of the Service. The Operator reserves the right to temporarily or permanently deny access to the Valar User Interface instance deployed by it to Users who fail to meet eligibility criteria, violate the Terms of Use, or engage in fraudulent or illegal activities.

5.6 User Acknowledgment. Users acknowledge and agree to these eligibility requirements by using the Valar User Interface. They understand non-compliance may result in denial or termination of access to the Valar User Interface and its services.

5.7 Duration of Limitations. Limitations from the previous paragraph may be temporary or permanent, depending on the nature and severity of the underlying reason for the restriction.

5.8 Alternative Use of Valar User Interface. Users may access the Valar User Interface deployment maintained by the Operator or run their own instance by utilizing the publicly available source code, while respecting the accompanying intellectual property rights.

6 Valar Daemon

6.1 About the Valar Daemon. The Valar Daemon is an optional computer program designed to automate essential tasks conducted by Validators on the Valar Smart Contracts. It interacts directly with the Validator's Node and the Valar Smart Contracts.

6.2 Key Functionalities. The Valar Daemon includes the following functionalities:

- **Delegator Contract Monitoring:** Continuously observes the status and execution of Delegator Contracts to ensure compliance with the defined terms and timely action.
- **Participation Key Management:** Autonomously generates and removes participation keys for Delegators, simplifying the setup and operation of Nodes.
- **Delegator Contract Management:** Automates routine Delegator Contract management, including initiation of contract termination in case of a breach of terms.
- **Error Detection and Logging:** Detects anomalies or errors on the Node and generates logs to facilitate quick resolution.

6.3 Account Access and Private Key Responsibility. The Valar Daemon requires access to an Algorand account in order to interact with the Valar Smart Contracts. The safekeeping of the private keys for this account is the sole responsibility of the Validator.

6.4 Responsibility for Actions. Validators decide to use the Valar Daemon at their sole discretion. Any action taken by the Valar Daemon in its original or modified form is the Validator's full and sole responsibility.

7 The Operator's Involvement

7.1 The Operator's Rights. The Operator reserves certain rights to ensure the Platform's smooth operation, security, and compliance. These rights include:

- **Service Management:** The Operator reserves the right to modify, suspend, or discontinue any service or feature at its discretion, with or without prior notice to Users.

- **Monitoring Activities:** The Operator, as well as anyone with access to the blockchain network, can monitor transactions and activities to ensure compliance with applicable laws and Platform policies.
- **Content Removal:** The Operator may remove any content or material from the Valar User Interface instance deployed by the Operator that violates intellectual property rights, laws, or the Terms of Use.
- **Access Restriction:** The Operator reserves the right to restrict or terminate access to its Valar User Interface deployment to Users who violate policies, engage in fraudulent or illegal activities, or fail to meet eligibility criteria.
- **Technical Adjustments:** The Operator can implement updates, upgrades, or changes to the Platform and its components to enhance functionality, security, or User experience.
- **Valar User Interface Modifications:** The public instance of the User Interface deployed by the Operator can be modified or discontinued at any time.
- **Valar Daemon Modifications:** The Valar Daemon may be modified or discontinued by the Operator at its discretion.
- **Noticeboard retirement:** The Noticeboard smart contract can be retired and replaced with a new, upgraded version when changes to the smart contract design are required, such as adding new features. The implications of this action are described in 4.6.
- **Source Code Access:** Based on operational or legal considerations, access to the source code for the Valar Smart Contracts, Valar User Interface, and Valar Daemon may be changed or limited.

7.2 The Operator's Goals. The Valar Platform and the Operator strive to ensure:

- **Security Measures:** The Operator prioritizes implementing robust security measures to protect User data, funds, and transactions.
- **Transparency:** The Operator provides transparency in its operations, including fee structures, Terms of Use, and updates to features or services.
- **Compliance:** The Operator and the Platform comply with applicable laws, regulations, and industry standards to maintain a safe and lawful ecosystem.
- **Data Privacy:** The Operator and the Platform do not store any private information regarding its Users.

7.3 The Operator's Role. The Operator reserves the right to appoint a substitute Operator if necessary, for example, due to operational, legal, business, or other considerations.

8 Staking Rewards

8.1 Reward Calculation. Staking Rewards are calculated based on the underpinning blockchain consensus mechanisms, the amount of participating stake, network activity, and the Validator's performance, among others.

8.2 Reward Adjustments. The amount of received Staking Rewards is continuously subject to the network performance, the behavior of blockchain consensus mechanisms, and the performance of the Validator's Node. It is each User's responsibility to monitor the rewards and take corresponding action if they wish to do so.

8.3 Reward Eligibility Criteria. To be eligible for Staking Rewards, delegators must:

- **Minimum stake:** Maintain a minimum stake according to the Algorand Blockchain network requirements (minimum 30,000, i.e. thirty thousand ALGO at the time of writing).
- **Maximum stake:** Keep their stake below the maximum permitted value by the Algorand Blockchain network (maximum 70,000,000, i.e. seventy million ALGO at the time of writing).
- **Terms:** Delegators must follow the Delegator Contract terms, including maintaining the agreed stake balance and using the generated participation keys.

8.4 No Guarantee of Returns. The Platform does not guarantee Staking Rewards. They depend on external mechanisms, such as those outlined in 8.1-8.3.

8.5 Operational Integrity. Validators are responsible for maintaining Node performance as stipulated in their Validator Ad agreements. Failure to meet performance requirements may result in missed rewards and/or Delegator Contract termination.

8.6 Tax Obligations. Delegators and Validators are solely responsible for complying with local, national, and international tax regulations concerning Staking Rewards. Users are responsible for reporting any income derived from Staking Rewards to the relevant authorities.

8.7 Transparency and Reporting. The Platform provides real-time information about Validator Ads and Delegator Contracts to ensure Delegators and Validators remain informed of their activities. Additionally, Users can view staking statistics provided by third-party sources via the Valar User Interface without guarantees of their correctness.

9 Limitations and Disclaimers

The Platform operates on a decentralized model and does not control or guarantee the performance of Validators, Nodes, or staking operations. All interactions are facilitated through immutable smart contracts on the Algorand Blockchain, ensuring transparency and User autonomy.

9.1 Decentralized Operation. Users acknowledge that staking involves inherent risks, including but not limited to fluctuations in Staking Rewards, potential downtime of Nodes, and network disruptions. Additionally, transferring funds and other assets through the blockchain is subject to risks due to possible vulnerabilities in blockchain technology and smart contracts. Users should perform due diligence and seek professional advice when necessary.

9.2 Service Accessibility. While the Operator of the Valar Platform strives for global accessibility, certain features or services may be limited due to jurisdictional restrictions, geo-fencing, or compliance with local regulations. The Operator reserves the right to suspend or modify access based on legal, technical, or operational needs.

9.3 Self-Custody Model. All funds remain under the custody of their respective Users at all times. Delegators retain full control of their staked assets, which are never transferred to the Platform or its operators and they receive any applicable Staking Rewards directly from the blockchain. The Valar Platform assumes no liability for losing or compromising private keys or other User-controlled assets.

9.4 Technical Independence. The Platform includes optional components, such as the Valar Daemon, designed to automate tasks for Validators, and the Valar User Interface, providing convenient access to the Valar Platform. Users opting to utilize such tools do so at their discretion and assume all associated risks.

9.5 Liability Limitations. The Platform and its Operator shall not be held liable for any damages, including direct, indirect, incidental, or consequential losses resulting from using the Platform, its smart contracts, or other components. This includes but is not limited to financial loss, loss of Staking Rewards, or disruptions caused by external factors, such as blockchain network failures.

9.6 Disclaimer of Warranties. The Platform and its components are provided "as is" without warranties, express or implied. This includes but is not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Platform does not guarantee uninterrupted or error-free operation.

9.7 Platform Modifications. The Operator reserves the right to update, suspend, or retire components as necessary to improve User experience or meet compliance requirements. Users will be notified of significant changes, and legacy contracts may continue operating under pre-existing terms.

9.8 Jurisdiction and Compliance. Users are solely responsible for ensuring their use of the Platform complies with all applicable laws and regulations in their jurisdiction, including tax obligations and reporting requirements.

9.9 No Investment Advice. The Platform does not provide investment, legal, tax, or financial advice. All information available through the Platform, including but not limited to staking opportunities, rewards, and potential returns, is for informational purposes only and should not be interpreted as professional advice or as a solicitation or recommendation to engage in any specific staking activity or investment strategy.

9.10 User-Generated Content. The Valar Platform or the Operator shall not be held liable for any user-generated content in advertisements, including its accuracy, legality, or appropri-

ateness. Users acknowledge that the Platform does not endorse or assume any responsibility for such advertisements.

9.11 Additional. Further to the above, by using the Platform, Users affirm that they:

- **Acknowledge Responsibility:** Users should understand and accept that they are solely responsible for evaluating the risks and merits of their staking activities. They should conduct independent research and consult qualified professionals to make informed decisions.
- **Understand Risks:** Recognize that blockchain-based staking involves significant risks, including but not limited to the potential loss of funds, changes in market conditions, fluctuations in Staking Rewards, and unforeseen technical vulnerabilities. The Platform does not guarantee any specific returns or financial outcomes.
- **Act Independently:** Confirm that their participation in staking or any related activities is based solely on their judgment and risk assessment, and they do not rely on the Platform or its operators for financial or investment guidance.
- **No Fiduciary Relationship:** Acknowledge that the Operator does not act as their fiduciary, broker, or financial advisor and is not responsible for the staking activities of Users or any associated decisions.
- **Risk Appetite:** Acknowledge that they do not stake or conduct any other financial activity that exceeds their risk tolerance or economic capacity.

10 Termination and Suspension of Accounts

10.1 Grounds for Suspension. User accounts may be suspended from the Valar User Interface deployed by the Operator under the following circumstances:

- Violation of these Terms of Use, including malevolent activities or misuse of the Platform.
- Engagement in fraudulent, illegal, or unethical activities.
- Non-compliance with applicable laws or regulations, including but not limited to Anti-Money Laundering (AML) and Know Your Customer (KYC) requirements.
- Failure to adhere to eligibility criteria outlined in these Terms of Use.
- Detection of security threats, unauthorized access, or potential harm to the Platform's integrity.

10.2 Notification of Suspension. The Operator will notify Users upon suspending their accounts on the Valar User Interface deployment, except in urgent cases requiring immediate action to prevent harm or to comply with legal obligations. Notifications will include the reason for the action and any necessary steps to resolve the issue.

10.3 Appeals and Reinstatement. Users may appeal account suspensions by submitting a written request to the Operator and providing relevant information to support their case. The Operator will review appeals and make a final decision within a reasonable timeframe.

10.4 Finality of Actions. Suspensions are final and binding unless explicitly overturned by the Operator following a review. Users are responsible for ensuring their accounts are in good standing to avoid disruptions.

10.5 User-Initiated Termination. Users, including Delegators and Validators, may voluntarily terminate their accounts by de-registering from the Platform. Upon termination: Delegators can withdraw payments for unused services. Validators may withdraw their earnings, subject to the terms of active contracts. Termination requests must comply with the Platform's Terms of Use, including the terms defined by any binding smart contracts.

10.6 Consequences of Termination. All smart contracts associated with the account will be terminated according to their terms. Any remaining payments for unused services will be refunded, and earnings will be distributed per the smart contract terms.

11 Privacy and Data Protection

11.1 No Private Data Collection. The Platform is designed to prioritize User privacy and data security. The Platform does not collect, process, or store private data. Users register and interact with the Platform solely by providing a valid wallet address, which remains pseudonymous and unlinked to identifiable individuals. Optionally, a name or nickname may be used by Users for display purpose, by which the User agrees that the provided data is not private, hence it is public domain.

11.2 Third-Party Data Sharing. The Valar Platform does not share User information with third parties except as required by law or to facilitate specific Platform services.

11.3 Decentralized Privacy Assurance. Valar relies on blockchain technology as a decentralized Platform that inherently preserves User privacy. Smart contract operations and transactions are publicly verifiable on the blockchain but remain pseudonymous unless explicitly linked to an external identity by the User.

11.4 Compliance with Legal Obligations. Where relevant, the Platform complies with applicable privacy and data protection regulations, such as the General Data Protection Regulation (GDPR). Due to the Platform's pseudonymous nature, the rights granted under these laws are generally not applicable. However, any User concerns or inquiries about data protection can be directed to contact@valar.solutions.

11.5 Changes to Privacy Practices. Any changes to this Privacy and Data Protection policy will be communicated through the Platform's public communication channels, accessible through the Valar User Interface. Users are encouraged to review the policy periodically to remain informed about how their data is protected.

12 No Regulatory Supervision

12.1 No Supervision. The Valar Platform and Operator are not registered, licensed, or qualified with any government agency, financial regulatory authority, or supervisory organization. The Platform does not operate under the oversight or supervision of any such entities, nor has any governmental body or regulator reviewed, approved, or been consulted regarding the accuracy or completeness of the information provided on the Platform.

12.2 No Licensing. The smart contracts, blockchain infrastructure, staking services, tokens, and associated participants on the Valar Platform are not necessarily registered with, supervised by, or licensed by any government agency or financial authority. The Platform and Operator do not act as brokers, dealers, advisors, transfer agents, or other regulated intermediaries and have therefore not sought formal approval or certification for their activities.

13 Amendments to Terms of Use

13.1 Right to Modify Terms. The Operator reserves the right to amend or update these Terms of Use at its sole discretion to reflect changes in operational needs, legal requirements, or evolving industry practices, among others.

13.2 Notification of Changes. Users will be notified of significant amendments to these Terms of Use via the Platform's public communication channels, accessible through the Valar User Interface.

13.3 Effectiveness of Changes. Amendments will become effective on the date specified in the updated Terms of Use. Continued use of the Valar Platform after the amendments become effective constitutes acceptance of the revised Terms of Use. If a User disagrees with the changes, they must cease using the Platform and terminate any active engagements subject to the existing contract terms.

13.4 User Responsibility to Review. Users are encouraged to review the Terms of Use periodically to remain informed about their rights and obligations. The latest version of the Terms of Use is accessible via the Valar User Interface.

13.5 Limited Scope of Amendments. Amendments to these Terms of Use do not affect the terms of any active Delegator Contracts or other agreements entered into before the effective date of the changes. Such contracts will remain governed by the version of the Terms in effect at the time of their execution.

14 Disputes and Governing Law

14.1 Resolution Responsibility among Users. Users agree to make all reasonable efforts to resolve disputes amicably through direct communication with one another. It is the responsibility of the Platform's Users to resolve any disputes among themselves, without the Platform's or Operator's intervention.

14.2 Submission of Complaints or Concerns. Users may submit complaints or concerns regarding the Platform or Operator via email to contact@valar.solutions, ensuring clear communication of the issue and any relevant supporting information.

14.3 Arbitration. Disputes towards the Operator that are not resolved within 180 days shall be referred to arbitration, conducted under the rules of a recognized arbitration body chosen by mutual agreement. If the parties cannot agree on an arbitration body within 60 days, the arbitration will proceed under the rules of the International Chamber of Commerce (ICC). The arbitration shall take place in Zurich, Switzerland, before a single arbitrator and the arbitration language shall be English.

14.4 Governing Law. This agreement shall be governed by and construed by the laws of the Swiss Confederation without regard to its conflict of law principles.

14.5 Dispute Jurisdiction. The parties hereby agree that any disputes arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the courts of Zurich, Swiss Confederation.

15 Miscellaneous

15.1 Severability. If a court of competent jurisdiction finds any provision of these Terms of Use invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

15.2 No Waiver. The failure of the Operator to enforce any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

15.3 Force Majeure. The Operator shall not be held liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of nature, government actions, pandemics, cyberattacks, or technical failures.

15.4 Entire Agreement. These document at hand constitutes the basis of the agreement between the Users and the Operator regarding the use of the Platform, complemented by the additional terms listed in any applicable Valar Smart Contracts (Noticeboard, Validator Ad, and Delegator Contract), depending on the User's role and activity on the Platform. Together the two form the Terms of Use of the Valar Platform and its components, superseding any prior agreements, communications, or understandings.

15.5 Assignment. Users may not assign or transfer their rights or obligations under these Terms of Use without the Operator's written consent. The Operator reserves the right to assign or transfer its rights and obligations without restriction.

15.6 Third-Party Rights. Except as expressly stated, these Terms of Use do not create any rights enforceable by third parties.