

# Terms of Use

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[KuCoin \(www.kucoin.com\)](http://www.kucoin.com) is an information intermediary service Platform (hereinafter referred to as the "Platform") that provides Users with digital asset trading and related services. The Platform provides services to Users registered with the Platform (hereinafter referred to as the "Users") in accordance with the terms and conditions of this Agreement (defined below), and this Agreement shall be legally binding between the Users and the Platform. The Platform hereby reminds the Users to carefully read and fully understand the terms and conditions of this Agreement, especially those terms and conditions of this Agreement that exclude or limit the liability of the Platform and exclude or restrict the rights and interests of the Users. The Users shall read carefully and choose to accept or reject this Agreement. Unless a User accepts all the terms and conditions of this Agreement, the User shall not be entitled to use the services provided by the Platform. If the User does not agree to the content of this Agreement or refuses to recognize the right of the Platform to make unilateral amendments to this Agreement at any time, the User shall promptly stop using and cease to access the Platform. By registering as a User of the Platform or using the services offered, a User is deemed to fully understand and fully accept all the terms and conditions of this Agreement, including any amendments that the Platform may make to this Agreement at any time.

For the convenience of wording in this Agreement, the Platform is collectively referred to as "we" or other applicable forms of first-person pronouns in this Agreement. All natural persons and other visitors who log onto this Website shall be referred to as "you" or any other applicable forms of the second-person pronouns. You and we are collectively referred to as "both parties", and individually as "one party" herein.

## Chapter 1 Definition and Interpretation

Article 1 In this Agreement, the following terms and expressions shall have the meanings

ascribed to them below, unless any term or condition herein requires otherwise:

(1) Agreement: consists of these Terms of Use, Privacy Policy, Rules against Money Laundering and Terrorism Financing, as well as any other rules, statements and guidelines inter alia that have been or may be released or published on the Platform.

(2) Force Majeure Event(s): includes maintenance of information network equipment, failure of access to information networks, failures of computer, communication or other systems, power failures, weather, accidents, industrial actions, labor disputes, riots, insurrections, disturbances, inadequacy in productivity or means of production, fires, floods, storms, explosions, wars or other factors on the part of cooperation partners, collapse of the digital asset market, changes in laws, regulations or regulatory policies affecting Platform operations; government or regulators' actions, judicial or administrative orders, and other circumstances that are beyond the control of the Platform.

(3) Affiliate(s): if a company directly or indirectly controls another company, or is directly or indirectly under the control of another company, or otherwise has significant influence over another company or is under the significant influence of another company, the former is then an affiliated company of the latter;

(4) Intellectual Property Rights: shall have the meaning ascribed to it under Article 88 of this Agreement;

(5) DApps: any blockchain based decentralised application;

(6) Digital Assets: any cryptographic tokens including any Supported Cryptocurrencies and Supported NFTs (as applicable);

(7) DEXs: any decentralised exchange on which you may stake, swap, purchase or sell cryptocurrencies;

(8) Third Party Protocols: any third party blockchain, protocol, DApps, staking pools, liquidity pools, DEXs, and such other applications with whom you may communicate and/or interact with viz. the E-Wallet.

Article 2 All codes or statutes or administrative regulations cited in this Agreement shall refer to the latest amended version thereof, regardless of whether such amendment is made before or after the signing of this Agreement.

Article 3 The headings of the terms and conditions of this Agreement are for convenience only and shall not be used for the purpose of interpreting the terms and conditions of this Agreement. References herein to any statement, term, condition, annex, schedule shall refer to statements, terms, conditions, annexes, and schedules hereunder.

Article 4 The term “include” used herein shall, under any and all circumstances, always have the meaning ascribed to the term, unless this Agreement requires otherwise.

Article 5 Unless it is agreed otherwise herein, should there be any conflict or inconsistency between the documents hereunder, the validity of the documents shall be prioritized in the following order, so as to resolve such conflict or inconsistency:

- (1) Terms of Use of KuCoin Website;
- (2) Privacy Policy of KuCoin Website;
- (3) Rules against Money Laundering and Terrorism Financing;
- (4) other agreements, rules and guidelines as may be implemented from time to time.

Article 6 The Users may choose from among different language versions of the Platform. Should there be any inconsistency or conflict between the different language versions in terms of content, or should there be any omission in one language version, the English version of the Platform (and the corresponding terms, agreements, policies, etc., as indicated under Article 5) shall prevail.

## **Chapter 2 Basic Terms of the Platform**

Article 7 The Platform is an information intermediary service platform (website: [www.kucoin.com](http://www.kucoin.com);) if the Platform releases a new web address in the form of an announcement, please visit the new web address). The Platform services are provided by this Company to its Users through various means, such as the Platform and clients. The specific content of the services mainly includes: release of digital asset trading information, digital asset trading services, User services and other transaction facilitation services, subject to the content of the services actually provided by the Platform.

Article 8 In order to protect your rights and interests, you should carefully read and fully understand all terms and conditions of these Terms of Use before you voluntarily register to use the Platform services. Upon your registration with the Platform or use of the Platform, it shall be deemed that you fully understand and accept this Agreement and any and all subsequent amendment that the Platform may make thereto at any time; and if you breach this Agreement, you shall be held contractually responsible for any and all legal consequences of such breach.

Article 9 The Platform may amend this Agreement at any time. Upon any change to the content of this Agreement, the Platform will release the latest version of these Terms of Use, as amended, without notifying each User one by one. If a User does not agree with the

amendment of this Agreement made by the Platform, the User has the right to stop using the Platform services. If the User continues to use the Platform services, it is deemed that the User accepts the amendment(s) made by the Platform to this Agreement and the User will adhere to the terms and conditions of this Agreement as amended.

Article 10 As for the Platform's notices to the Users, and any other agreements, announcements or other notices in connection with the Users' use of their accounts and services, the Users agree that the Platform may deliver such notices, agreements and announcements by such electronic means as intra-Platform announcements, intra-website messages, e-mails, mobile phone short text messages, wireless communication devices, inter alia. or by such physical means as by post. Such notices, agreements and announcements shall be deemed to have been duly served on the addressees on the day when they are delivered (if they are sent to the Users by post, they shall be deemed to have been served on the third natural day after they are posted to the contact addresses of the Users retained on the Platform). If a User fails to receive any of the aforesaid notices, agreements or announcements on the date when it is deemed to have been served due to reasons not attributable to the Platform (including inaccurate or invalid e-mail address, mobile phone number, contact address, inter alia), the Platform shall not be held responsible in any manner whatsoever.

### **Chapter 3 Registered Users**

Article 11 Users must register with the Platform before they may access the Platform services.

Article 12 The Users who are individuals shall be natural persons who are at least 18 years of age, or are deemed under the law of the country where they are located as natural persons having full capacities for civil rights and are capable of independently bearing civil liabilities.

Article 13 A legal person, organization or any other institution that intends to register as an institutional User with the Platform as a User thereof shall designate a representative who is a natural person that is at least 18 years of age or is deemed under the law of the country where such natural person is located as having full capacities for civil rights and capable of independently bearing civil liabilities to complete the registration with the Platform on behalf of such legal person, organization or institution.

Article 14 Upon your clicking the "agree to register" button, you or the organization you are duly authorized to represent shall be deemed as having agreed to the entire content of this Agreement, and you or the organization you represent shall be bound by this Agreement. If you do not have any of the qualifications required under Article 12 or Article 13 of this Agreement, then you and the institution that you are authorized to represent shall bear any

and all the consequences resulting therefrom, and the Platform reserves the right to cancel or permanently freeze your account and to hold you and the institution that you are authorized to represent accountable.

Article 15 You agree to provide such information as your name, email address, mobile phone number, nationality, Identity (“ID”) card number inter alia, as is required by the Platform’s User registration page.

Article 16 Before or after a User’s registration with the Platform, the Platform shall have the right to require the User to provide more information or data in accordance with the requirements of any of the applicable laws, regulations, rules, orders and other regulatory documents of the country or region where the User is located. The User should cooperate with the Platform by and shall be responsible for, submitting the requisite information or materials and adopting reasonable measures to meet the requirements of local regulatory requirements.

Article 17 Each User shall hereby make the following undertakings:

(1) the User registers with the Platform and uses the Platform for the purpose of legally trading the User’s own digital assets, and does not have any intention to use the Platform to violate any law or regulation or undermine the trading order of digital assets;

(2) the User must provide truthful, up-to-date, valid and complete information as is required by the Platform;

(3) the User must guarantee and undertake that the funds the User uses in trading through the Platform are from legal sources and has not been derived from any illegal activities or means;

(4) the User has the obligation to maintain and update the User profile and ensure that it is true, up-to-date, valid and complete;

(5) the User (whether as an individual or legal entity) is not a resident of or registered in, any of the Restricted Locations. For the purpose of this Agreement, “**Restricted Locations**” shall include the United States (including its territories such as Puerto Rico, Guam, the Northern Mariana Islands, American Samoa, etc), Singapore, the mainland of China and Hong Kong, Malaysia, Ontario, Canada (the list of “Restricted Locations” may be updated from time to time at the Platform’s sole and absolute discretion) ;

(6) the User (whether an individual or legal entity) is not listed on any sanctions lists maintained by competent authorities, including but not limited to: sanctions lists of the Republic of Seychelles, sanctions lists under international laws and conventions to which the Republic of Seychelles is a party and any other applicable sanctions lists.

(7) access to the Platform or utilization of services thereof does not breach any applicable law or regulation in the jurisdiction in which the User is residing (any laws restricting the sale, purchase, holding, or dealing with, digital assets).

(8) in addition to this Agreement, the User shall also comply with all rules issued and updated by the Platform from time to time, including announcements, product flow descriptions, Platform project descriptions, risk alerts, inter alia.

Article 18 Unless the information submitted by a User is obviously false, wrong and incomplete, the Platform has the right to rely on the information provided by the User.

Article 19 If the User violates any of his/her/its undertakings under Article 17 of this Agreement:

(1) the Platform has the right to adopt such measures as suspending the User's account with the Platform and refusing to allow the User to use part or all of the functions of the Platform services (including access to the User's digital assets). In this case, the Platform shall not be held responsible in any manner whatsoever and the User agrees to bear any and all direct or indirect expenses or losses arising therefrom;

(2) if the Platform services cannot be provided or any error occurs in the provision of such services due to the User's failure to update his/her/its profile or provide the necessary information requested by the Platform, the User may not use it as an excuse for cancelling a transaction or refusing to pay, and the Platform shall not bear any responsibility whatsoever; and all consequences shall be borne exclusively by the User;

(3) the User shall bear any and all direct or indirect losses and adverse consequences arising from the User's breach of any of the undertakings; any and all illicit gains that the User may gain from such breach shall be deducted, and the Platform reserves the right to hold Users accountable.

Article 20 After you legally, completely, and effectively provide all the necessary information for registration and such information is duly verified, the registration process is completed, upon which, you officially become a User of the Platform and can log into the Platform as a User thereof.

Article 21 The Platform shall have the right to terminate the registration of a User as such or terminate the User's access to his/her/its account with the Platform (in its sole and absolute discretion) if the Platform finds out that the User is not suitable for high-risk investment and/or if the Platform is of the view (in its sole and absolute discretion) that the User has breached any of the terms of this Agreement.

Article 22 Notwithstanding the other terms and conditions of this Agreement, the Platform

has the discretion to determine whether a User can pass the Platform User authentication and whether to cancel the registration of the User who has already been authenticated. The Platform has the right to refuse to permit or cancel the registration of any User, and has no obligation to inform the User of the reason for rejecting the registration thereof. The Platform does not bear any direct or indirect losses suffered by the User due to the Platform's refusal to permit the registration of such User, and the Platform reserves the right to hold the User accountable.

Article 23 Users register as Users of the Platform on the basis of their free will. The Platform does not force, induce, deceive, or otherwise exert influence on them in an unfair manner, so that they would register with the Platform.

#### **Chapter 4 Content of Platform services for Registered Users**

Article 24 The Platform provides the following services to Users who have completed their registration with the Platform:

- (1) relevant information disclosed by digital assets projects;
- (2) real-time quotation and trading information of various digital assets projects;
- (3) digital asset trading services;
- (4) E-Wallet services;
- (5) customer services;
- (6) technical and management services ensuring the normal operation of the Platform;
- (7) other services publicly announced by the Platform.

**Article 25 The Platform, as is entrusted by digital asset project owners, releases information related to and provides matching services for transactions in digital assets in accordance with Article 24 of this Agreement. The Platform is only responsible for reviewing the text of information released by the digital asset project owners, and does not guarantee or assume any responsibility for the accuracy, completeness or legality of such information. The Users shall make decisions based on their independent judgment and shall engage their own advisors and/or conduct their own research. If Users conduct digital asset transactions based on such information, the risks arising therefrom shall be borne exclusively by the Users themselves, and the Users have no right to propose any legal claim to the Platform on the basis of such risks. Any dispute between a User and the digital asset project owner arising from or related to transaction shall be settled by and between the parties to the**

**dispute themselves, and the Platform shall not bear any transaction risk or legal liability whatsoever.**

Article 26 The digital asset trading services mentioned under Article 24 of this Agreement shall include the following:

(1) User Accounts: a User account will be generated upon a User's registration with the Platform. The User account will record the User's activities on the Platform. The above-mentioned User account is the only account for the User to log on to the Platform.

(2) Digital asset trading: Users can submit digital asset trading instructions through the Platform and trade other digital assets with digital assets in their User accounts.

(3) Digital assets deposit and withdrawal: a User can transfer digital assets from other addresses to designated addresses in the User's account, or transfer digital assets from the User's account to other addresses.

(4) Updating trading status: the User confirms that the digital asset trading status confirmed by the User in accordance with the Platform services procedures on the Platform will become an irrevocable instruction for the Platform to conduct relevant transactions or operations for the User. The User agrees that the execution time of relevant instructions shall be based on the actual operation time of the Platform in the Platform system. The User agrees that the Platform has the right to handle relevant matters in accordance with this Agreement and/or the relevant dispute resolution rules of the Platform. Any dispute or loss caused by User's failure to amend or confirm the transaction status, or to submit relevant applications in a timely manner, shall be borne by the User exclusively, and the Platform shall not bear any responsibility whatsoever.

(5) Transmission of trading instructions: the Platform transmits the User's trading instructions at the time the User inputs the trading instructions and data. The User understands that the Platform is the matchmaker of digital asset transactions, not a buyer or seller participating in the transaction of digital asset transactions itself, and that the Platform does not provide any services relating to the deposit or withdrawal of the legal tender of any country.

(6) Transaction inquiry: the Platform will record all of the User's operations on the Platform, regardless of whether the purpose of such operations is finally achieved. The User can query such transaction records under the User's account in real time via such User's account.

(7) Transaction security settings: the Platform has the right to carry out the settings of transaction-related matters from time to time based on considerations of such factors as transaction security, including transaction limits and transaction times, inter alia. The Users understand that the aforesaid settings of the Platform may cause certain inconveniences in

trading, and the Users have no objection thereto.

(8) Handling of system failures: if the Platform uncovers a handling error caused by a system failure or any other reason, the Platform has the right to correct the error regardless of whether it is beneficial to the Platform or its Users. Where due to such error, the User actually receives more digital assets than the amount that such User should have received, then regardless of the nature and reason of the error, the Platform reserves the right to correct such improperly executed transaction and the User shall return the overcharged digital assets or perform other operations in accordance with the specific requirements of the Platform's notice to the User regarding the correction of such error. The User understands and agrees that the Platform will not assume any losses or responsibilities caused by the aforesaid handling error.

Article 27 The E-Wallet services mentioned under Article 24 of this Agreement is a non-custodial digital wallet that allows for the following:

1. generate digital wallet addresses and encrypted private keys for the purposes of storing, sending and/or receiving Supported Cryptocurrencies (including Supported NFTs);
1. allows you to participate in third party decentralised blockchain applications ("DApps"), including decentralized exchanges ("DEXs") and protocols (subject to the compatibility of such exchanges and/or protocols, with the E-Wallet);
1. import existing third party digital wallets compatible with our E-Wallet (each such wallet, a "Third Party Wallet"); and

facilitate the submission of Supported Cryptocurrency transaction data to their respective blockchain networks. We do not currently charge any fees for any of E-Wallet services. However, we reserve the right to do so in the future and, in such case, any applicable fees will be displayed prior to you using any service to which a fee applies.

Such fees may be subject to change at our sole discretion. You may incur charges from third parties including (without limitation) blockchain related fees, protocol fees, exchange fees, and any such third party fees pertaining to your use of the E-Wallet services.

You acknowledge that we do not have control over any third party network, protocol, blockchain or such other third party website or application which you may interact or communicate with via your E-Wallet (collectively, the "Third Party Protocols").

The use of such Third Party Protocols may be subject to terms and conditions imposed by the aforementioned, and such Third Party Protocols may include terms regarding your eligibility to interact with said Third Party Protocols and whether you may be prohibited from interacting with the same. It is your responsibility to understand the Third Party Protocols

and the terms imposed thereto and whether you are eligible or prohibited from interacting with the Third Party Protocol.

In this regard, you represent and warrant that you have conducted your own due diligence on the Third Party Protocols and acknowledge that we will not be responsible for your interaction, transaction and/or communication with such Third Party Protocols.

You acknowledge and agree that the Third Party Wallets that you may import to your E-Wallet remain governed by the terms and conditions of Third Party Wallet providers.

We shall not have any obligation to you regarding any issue or dispute you may have in relation to such Third Party Wallets and shall have no responsibility for any Instruction given outside your E-Wallet relating to any Third Party Wallet.

Article 28 Except for the services listed under Article 24 of this Agreement and the technical services announced by the Platform, the Platform cannot provide any investment, legal, taxation or other professional opinions to the Users in connection with digital asset transactions. Moreover, any information, discussion, analysis, price and other information provided by any Platform are general comments and do not amount to advice to the Users in connection with any digital asset transaction. A User that needs any professional advice should consult relevant professionals for professional advice on investment, law, taxation or other professional advice related to digital cash transactions. The Platform does not assume any direct or indirect losses (including any loss of profits) caused by a User's reliance on the above-mentioned general comments.

Article 29 The services provided by the Platform shall not be understood or used to make offers to Users in any country or region that determines that the services provided by the Platform are illegal.

Article 30 Users shall observe the following trading rules in the process of trading digital assets using this Platform:

(1) Browsing trading information: when browsing trading information on the Platform, the Users should carefully read all the content in the trading information, including price, entrusted amount, handling fees and buying or selling direction. The Users should click on the button to conduct transaction after fully understanding and accepting all the content in the trading information.

(2) Submission of entrustment: after understanding and completely receiving all the content of the trading information, Users can enter the digital asset trading information and submit the transaction entrustment after confirming that the information is correct. Upon submission of the transaction authorization to the Platform, the User shall be deemed as having authorized the Platform to act as an agent for the User to carry out corresponding

transaction matching in accordance with the digital asset trading information input by the User. The User acknowledges and agrees that when there is a digital asset transaction that meets the User's entrusted transaction price, the Platform will automatically complete the transaction matching without notifying Users in advance.

(3) Inquiry of transaction details: a User can view the corresponding transaction records of digital assets through the transaction details in the personal account of such User.

(4) Revocation or amendment of entrustment: the User acknowledges that the User has the right to revoke or amend the entrustment at any time before the digital asset transaction matching is completed.

Article 31 The Platform has the right to amend, suspend or permanently terminate some or all of the services the Platform provides to a User for any of the following reasons:

(1) as is required by any of the laws, regulations, rules and orders of the sovereign country or region where the User is based;

(2) as may be necessary for the Platform to protect the legitimate interests of the Platform or customers thereof;

(3) there is any change to the trading rules of digital assets;

(4) any other justifiable reason.

Article 32 If the Platform modifies, suspends or permanently terminates some or all of the services that the Platform offers to a User based on Article 30 of this Agreement, the effective date of such modification, suspension or termination shall be subject to the Platform's announcement.

## **Chapter 5 Fiat Services**

Article 33 The Users understand and agree that:

(1) the Platform has engaged several payment service providers (such as UAB Eurlita), liquidity providers and market makers as authorized service providers to provide fiat-to-digital assets exchange services (depending on the Users jurisdiction and the fiat currency with the User may elect to purchase digital assets) the (respectively, the "Exchange Service Providers" and the "Fiat Services");

(2) the Exchange Service Providers never facilitate any service other than the Fiat Services;

(3) the Platform shall have no obligation or responsibility to the User as to the Fiat Services;

(4) the utilization of the Fiat Services shall be subject to the respective terms and conditions of the Exchange Service Providers and governed in the respective jurisdiction of the Exchange Service Providers;

(5) the Platform retains the right to suspend/restrict/instruct the Exchange Service Providers to restrict any Fiat Services or impose any other measures necessary (including, without limitation, the clawing back of funds for any outstanding fees owed to the Platform), if the Users breach any of the terms in this Agreement or such other terms and conditions that may be implemented on the Platform.

## **Chapter 6 Account Security and Management**

Article 34 The Users understand and agree that it is the responsibility of the Users to ensure the confidentiality and security of their accounts and passwords. The Users will assume full responsibility for all actions and statements made using the Users' accounts and passwords and agree to the following:

(1) Users should create passwords in accordance with relevant rules of the Platform and relevant prompts of the Platform (passwords include but are not limited to login passwords, fund passwords, mobile phone numbers bound when registering accounts, mobile phone verification codes received via mobile phones, Google verification, inter alia. Specific forms thereof may change; the same hereinafter. They should avoid choosing overly obvious words or dates as their passwords, such as Users' names, nicknames, birthdays, inter alia.

(2) The Users shall not disclose their accounts or passwords to any other person, nor shall they use the accounts or passwords of any other person. If the account of a User is illegally used by any other person due to factors not attributable to the Platform, e.g, hacking, virus or negligence on the part of the User, the Platform will not assume any responsibility whatsoever;

(3) the Users are prohibited from giving, lending, renting out, transferring or otherwise disposing of the Platform account to any third party without the consent of the Platform;

(4) the Platform recognizes the Users' instructions through the Users' accounts and passwords. The Users hereby confirm that all their conduct on the Platform after they log into the Platform using their accounts and passwords shall represent the Users themselves. The electronic information records generated by the operation of the Users' accounts are all valid evidence of the Users' conduct, and the Users shall bear any and all the responsibilities arising therefrom.

(5) The Users shall adopt appropriate measures to ensure the security of their accounts and

passwords after the Platform notifies the Users of foreseeable security risk.

(6) Where any person uses the account and password of a User without due authorization, the Platform and the legally authorized subject reserve the right to hold the actual User jointly and severally liable.

Article 35 If a User discovers that a third person fraudulently uses or embezzles the User's account and password, or such third person's use of the User's account involves any absence of requisite and due authorization, the User shall promptly notify the Platform in an effective manner and request the Platform to suspend relevant services; otherwise all the responsibilities arising from such use shall be borne by the User exclusively. Furthermore, the User understands that the Platform needs a reasonable period of time to take action on the User's request; the Platform shall not be held liable for any loss that may arise in connection with such third person's use of the services before the Platform takes action.

Article 36 Where the Platform deems on its unilateral and independent judgement that any event that undermines the security of trading may arise, the Platform shall have the right to suspend, interrupt or terminate all or part of the User services (including fee-based services) provided to a User under this Agreement, remove or delete registration information of such a User, seize illicit profits that the User may gain, without notifying such User and without assuming any responsibility to such User or any third party. The aforementioned events include:

(1) the Platform believes that the information provided by the User is not authentic, valid or complete, e.g, where the User registers with the Platform on the basis of identity information of any other person that the User uses without due authorization, or the information provided by the User for verification is inconsistent with relevant facts;

(2) the Platform uncovers any abnormal transaction by the User or any transaction by the User is suspicious or may be illegal;

(3) the Platform believes that the User's account is suspected of being involved in money laundering, cash-out, pyramid selling, fraudulent use or other situations that the Platform believes are risky or unlawful;

(4) the Platform discovers that the User uses any illegal or improper technical means to engage in any activity that endangers the security of trading or affects fair trading, including tampering with transaction data, stealing customer information, stealing transaction data, attacking other registered accounts through the Platform, inter alia;

(5) the Platform believes that the User has violated any of the rules under this Agreement or the spirit thereof;

(6) the User account has not been logged in or actually used for one year in a row, or the amount of digital assets

in the account is zero;

(7) any other circumstances under which the User breaches this Agreement;

(8) other circumstances under which the Platform, based on its sole judgment, needs to suspend, interrupt or terminate all or part of the User services (including fee-based services) provided to Users under this Agreement and remove or delete the registration information on the ground of transaction security and other reasons.

Article 37 When a User decides to cease to use his/her/its User account, the User shall first pay off all outstanding payables (including service fees, inter alia), then withdraw all available digital assets (if any) from the User account that are eligible for withdrawal, apply to the Platform for freezing the User account, and formally cancel the User account upon approval by the Platform.

Article 38 The User agrees that if the identity verification procedure for his/her/its User account fails to be completed, and the account fails to be logged into for a year in a row, the Platform has the right to terminate the supply of User account services without prior notice to the User, and the Platform may promptly suspend, close or delete the User account and all relevant materials and files in the User account.

Article 39 The User agrees that the suspension, interruption or termination of the User's account does not represent the termination of the User's responsibilities. The User shall still be liable for any possible breach of agreement or damages that may arise due to or in connection with such User's conduct during the time when such User uses the services provided by the Platform; furthermore, the Platform may continue keeping relevant information of the User.

## **Chapter 7 Guarantees and Undertakings of Users**

Article 40 The Users undertake that they will never use the Platform services for any illegal purpose or in any illegal way, and undertake to abide by the relevant laws and regulations of the country where they are located, as well as all international practices relating to the use of the Internet, and to abide by all network protocols, rules and procedures related to the Platform services.

Article 41 The Users agree and guarantee that they will not use the Platform services to engage in any infringement of the rights and interests of any other person or for any illegal conduct, and they shall bear any and all legal liabilities if they breach such guarantee. The

above-mentioned infringements and conduct include:

- (1) accessing the Platform services in the name of any other person without being duly authorized by such person;
- (2) engaging in any illegal transaction, such as trafficking of firearms, narcotics, forbidden drugs, pirated software or other prohibited items;
- (3) providing gambling information or inducing in any manner any other person to engage in gambling;
- (4) engaging in suspected money laundering, cash-out or pyramid selling activities;
- (5) engaging in any conduct that may result in vulnerability to computer virus or may damage the Platform services system or data therein;
- (6) using the Platform services system to engage in any activity that may adversely affect the normal operation of the Internet or mobile computer network;
- (7) maliciously interfering with the normal proceeding of digital asset transaction and disrupting the order of digital asset trading;
- (8) using any technical means or other means to interfere with the normal operation of the Platform or interfering with the use of Platform services by any other User;
- (9) maliciously defaming the goodwill of the Platform by fabrication or exaggeration;
- (10) any other conduct that is justifiably deemed by the Platform as inappropriate.

Article 42 The Platform reserves the right to delete all types of information of a User in the Platform that does not conform to legal policies or is untrue or inappropriate on the basis of the independent judgement by the Platform, without notifying the User and without assuming any responsibility. If the User fails to comply with the above provisions, the Platform has the right to take measures such as suspending or closing the User' account on the basis of its own independent judgement and without assuming any responsibility.

Article 43 The User agrees that if any third party initiates or launches any claim or demand for compensation (including attorney fees) on the ground that the User breaches this Agreement or violates any document that is incorporated into this Agreement by reference and becomes a part of this Agreement, or that the User's use of the Platform services violates any law or infringes on any right of the third Party, the User will indemnify and hold harmless the Platform and affiliated parties thereof, cooperation partners, directors and employees thereof against such claim or demand.

Article 44 The User undertakes that the information uploaded or released by the User through the Platform is authentic and valid, and any and all the information the User submits to the Platform is authentic, valid, complete, detailed and accurate. If the Platform or any other User of the Platform suffers any loss due to the User's breach of the above undertakings, the User will assume corresponding liabilities.

Article 45 The Users understand and agree that the Platform provides services to eligible Users. The Platform does not assume any responsibility for the investment or trading of digital assets on the Platform. The Platform cannot and does not have the obligation to ensure the success of the Users' investment. The losses arising from the Users' investment or transaction of digital assets shall be borne by the Users exclusively, and the Platform may not be held liable for such loss in any manner whatsoever.

Article 46 A User agrees to take responsibilities for all activities that occur in his/her/its registered account with the Platform (including information disclosures, information releases, clicks to agree to various agreements, upload and submission of various documents, clicks to agree to renew various agreements or clicks to agree to digital cash transactions, inter alia), and during the above-mentioned activities, if the User fails to comply with the terms and conditions of this Agreement or the operating instructions in the trading rules published by the Platform, the Platform shall not be held liable in any manner whatsoever.

Article 47 The Users agree that the Platform has the right to place various commercial advertisements or other commercial information of any kind in various ways during the course of providing Platform services (including placing advertisements on any page of the Platform website), and the Users agree to accept the commercial promotions or other relevant commercial information that the Platform sends to the Users by email or other means.

Article 48 The Users agree that if a User has any dispute with a project owner or any other third party in connection with any digital asset transaction, they shall not request the Platform to provide relevant information through channels other than judicial or administrative channels.

## **Chapter 8 Service Interruption or Failure**

Article 49 The Users agree that in view of the unique nature of the Internet, the Platform does not guarantee that services will not be interrupted, nor does it guarantee the timeliness and/or security of the services. If the system is unable to operate normally due to any event, as a result of which the Users cannot use any of the Platform services or their use of the services is adversely affected, the Platform shall not be held responsible to the Users or any

third party. The aforesaid events include:

- (1) where the Platform system is shut down for maintenance;
- (2) where there is any error or failure in the telecommunication equipment, as a result of which it is impossible to transmit data;
- (3) where the Platform services are interrupted or delayed due to such factors as hacker attacks, technical adjustments or failures on the party of network service providers, or website upgrades, inter alia;
- (4) where the Platform system is unable to function due to Force Majeure Events.

#### Article 49A Geographic Restrictions and Access Limitations

(1) Users acknowledge and agree that access to Platform services may be restricted or prohibited based on their geographic locations, including but are not limited to restrictions on accessing the Platform services from internet protocol addresses ("IP(s)") associated with restricted jurisdictions/regions.

(2) Users further acknowledge and understand that travelling to restricted jurisdictions/regions may impact their ability to (i) access the Platform, (ii) execute new trades or orders, (iii) monitor existing orders, (iv) manage open positions, (v) access account features and/or (vi) utilise any of the Platform services that were previously available in their original jurisdiction.

(2) The Platform has the sole and absolute discretion to reserve the right to (a) implement necessary technical measures to enforce geographic restrictions (e.g. implement, modify, or enforce IP-based access restrictions at any time in response to regulatory requirements or compliance obligations); (b) monitor and verify User access locations and IP addresses; (c) suspend, terminate, or limit Platform services to any User or jurisdiction as required for regulatory compliance; (d) take any other actions deemed necessary to comply with applicable laws and regulations.

(3) Users are solely responsible for ensuring their compliance with all applicable laws and regulations in their jurisdiction regarding access to and use of the Platform services.

(4) By accessing or using the Platform services, Users expressly acknowledge and accept:

(a) the possibility of access restrictions based on geographic location; (b) the Platform's right to implement regulatory compliance measures; (c) the limitation of liability for losses resulting from regulatory Force Majeure Events; and (d) their obligation to comply with all applicable restrictions and requirements.

(5) Users shall not attempt to circumvent, bypass, or otherwise interfere with any IPs of restricted jurisdictions/regions, including but not limited to the use of proxy servers, virtual private networks ("VPNs"), IP address masking tools, or any other methods designed to misrepresent their true geographic location or identity.

## **Chapter 9 Scope and Limitation of Responsibilities**

Article 50 The Platform does not provide any form of guarantee for any Platform services, including the following:

- (1) Platform services will meet the needs of Users;
- (2) Platform services will be provided in a timely manner without any interference or error;
- (3) any products, services, information or other materials purchased or obtained by Users through Platform services will meet the expectations of the Users;
- (4) all information, programs, text, data and other information contained in the Platform are completely safe and free from interference and destruction by any malicious programs such as viruses and Trojans;
- (5) all the calculation results of transactions have been duly verified by the Platform; the corresponding calculation methods will be publicized on the Platform, but the Platform cannot guarantee that there is no error or interference in such calculation.

Article 50A All translation features provided or allowed by the Platform is for informational purposes only. In utilising the translation tools, Users expressly acknowledge and agree that, and the Platform expressly disclaims and shall not be responsible for:

- (1) any translation service or tool used is solely for the User's convenience and without any representation or warranty of any kind;
- (2) The Platform does not warrant, guarantee, or ensure the accuracy, reliability, or completeness of any translations, whether automated or otherwise;
- (3) The official language of the Platform and this Agreement is English, and in the event of any discrepancy between the English version and any translated version, the English version

shall prevail and be controlling for all purposes;

(4) The User assumes all risks associated with using translation services or tools, including but not limited to any misunderstanding, misinterpretation, error, or loss arising from inaccurate translations;

(5) The Platform shall not be liable for any damage, loss, claim, liability or consequence, whether direct or indirect, arising from any reliance placed on translated content or any decision made based on translated content;

(6) Users engaging in transactions or activities based on translated content do so at their own risk and are advised to seek independent professional translation services for critical information; and

(7) The Platform reserves the right to disable or restrict access to any third-party translation service or tool at its sole discretion without prior notice.

Article 51 The Users acknowledge and agree that under no circumstance will the Platform assume responsibilities or be liable for any of the events below:

(1) loss of the income of Users;

(2) loss in the Users' transaction profits or contractual loss;

(3) losses arising from interruption, suspension or termination of services;

(4) losses of expected saved transaction cost;

(5) losses caused by information transmission problems;

(6) loss of investment or trading opportunities;

(7) loss of goodwill or reputation;

(8) losses caused by loss of or damage to data;

(9) the cost of purchasing alternative products or services;

(10) losses, damages, costs or expenses incurred by Users as a result of (a) restrictions on access to the Platform services due to regulatory requirements or compliance obligations (e.g. Restriction Locations' IPs); (b) account limitations, suspensions, or terminations resulting from regulatory actions or requirements; (c) asset freezes, transfers, or limitations imposed by regulatory authorities; (d) any other circumstances beyond the Platform's

reasonable control related to regulatory compliance or legal requirements.

(11) any indirect, special or incidental losses caused by infringement (including intentional infringement and negligence), breach of agreement, or any other reason, regardless of whether such losses are reasonably foreseeable by the Platform or not, or whether the Platform is previously informed of the possibility of such losses.

Article 52 The Users understand and agree that under no circumstances, shall the Platform be required or obliged to indemnify the Users for all or part of their losses, including (without limitation):

(1) where the Platform reasonably believes or suspects that Users' conduct on the Platform is illegal or immoral.

(2) where the Users mistakenly believe that losses are caused by factors attributable to the Platform;

(3) any other losses caused by factors not attributable to the Platform.

Article 53 The quality and content of services provided by any cooperation partner of the Platform services shall be the responsibility of such cooperation partner itself. The content of the Platform may involve other websites owned, controlled or operated by third parties (hereinafter referred to as "Third-party Websites"). The Platform cannot guarantee, and has no obligation to guarantee the authenticity and validity of any information on the Third-party Websites. The Users confirm to use the Third-party Website in accordance with the service agreement of the Third-party Websites instead of this Agreement. The Third-party Websites are neither recommended nor introduced by the Platform. The Users shall judge the content, products, advertisements and any other information of the Third-party Websites at their discretion and assume the corresponding risk on their own, all of which are not related to the Platform in any manner whatsoever. The Users shall judge at their sole discretion any and all data that they download or obtain by using the Platform services and assume relevant risks; any and all damage caused by the downloaded data shall be exclusively borne by the Users.

Article 54 The advice or information obtained by Users from the Platform and staff thereof or through Platform services, whether written or oral, do not constitute any guarantee for Platform services.

Article 55 The Platform does not guarantee the accuracy, validity, security or integrity of the external links that it lists in order to provide convenience to the Users. Furthermore, the Platform does not assume any responsibility for the content on any web page that such external links may point to and that is not actually controlled by the Platform.

Article 56 To the extent permitted by law, the Platform shall not be held liable in any manner whatsoever for any indirect, punitive, special and derivative losses (including business losses, loss of profits, loss of use data or other economic benefits) in connection with or arising from this Agreement, or arising from using the Platform, or from using any of the information, content, materials, products (including software) and services provided to the Users through the Platform, or from the purchase and use of products, regardless of how they arise, and regardless whether they arise due to any breach of this Agreement (including any breach of the guarantees or undertakings hereunder) or infringement. In addition, even if the exclusive relief provided in this Agreement does not achieve its basic purpose, the Platform shall also be excluded from any liability for the above losses.

Article 57 Unless this Agreement stipulates otherwise, under any circumstances, the total liability of the Platform for breach of agreement under this Agreement shall not exceed the total amount of service fees charged on the services provided to the Users for the current digital asset transaction.

Article 58 Unless this Agreement stipulates otherwise, under any and all circumstances, if a User breaches this Agreement or any of the laws and regulations of the country where the User is located, and consequently causes any damage to the Platform, the User shall indemnify the Platform against any and all direct and/or indirect losses (including litigation costs, inter alia).

Article 59 The Users recognize that common law remedies for breach of agreement or possible breach of agreement may not be sufficient to cover all or part of the losses suffered by the non-breaching party. Therefore, the Users agree that the Platform has the right to seek injunctive remedies and all other remedies permitted by common law or equity in the event of breach or possible breach of agreement by the other party to this Agreement.

Article 60 The guarantees and undertakings made by the Platform in this Agreement are the only guarantees and representations on the basis of which the Platform provides the services under this Agreement (hereinafter referred to as "agreement guarantees"), and shall supersede all the guarantees and undertakings made in any other forms and manners (hereinafter referred to as "non-agreement guarantees"), whether the non-agreement guarantees are made in writing or orally, explicitly or implicitly. All agreement guarantees are exclusively made only by the Platform, and are binding on the Platform only, and are not binding on any third party.

Article 61 Users acknowledge and agree that the Platform does not waive any right to which the Platform is entitled and limits, exempts or offsets the Platform's liability for damages to the maximum extent permitted by law, even if such right is not referred to herein.

## Chapter 10 Risk Warnings

Article 62 Users acknowledge and agree that no transaction through the Platform is free from the following risks, and the Platform cannot and does not have the obligation to be responsible for the following risks:

- (1) macroeconomic risks: Users may suffer losses due to abnormal price fluctuations arising from changes in the macroeconomic situation;
- (2) regulatory compliance risks: changes in relevant laws, regulations, policies, regulatory requirements and rules that may affect Platform operations or cause abnormal fluctuations in prices and other factors, as a result of which the Users may suffer losses;
- (3) default risks: Users may suffer losses due to the inability or unwillingness of the project owner to carry out or continue carrying out their project;
- (4) risks related to earnings: digital assets are not issued by any financial institution or platform, and the digital asset market is a brand new and unconfirmed market that may not generate actual increase in earnings;
- (5) trading risks: digital assets are mainly used by speculators, and are used relatively less in retailing and commercial markets; the trading of digital assets involves an extremely high level of risk because trading of digital assets goes on uninterrupted throughout the day without any limits on the ups and downs, and therefore prices are subject to large fluctuations caused by traders and/or global government policies;
- (6) risks caused by Force Majeure Events;
- (7) User's fault: any and all losses caused by the Users' fault, including loss caused by wrong decision-making, improper operation, forgetting or revealing passwords, deciphering of passwords by others, third-party intrusion into computer systems used by the Users, and malicious or improper operation by a third party entrusted by the Users to serve as their agent;
- (8) Geographic Access Restriction Risk: Users may encounter difficulties accessing the Platform due to IP-based restrictions or limitations, which could occur without prior notice. Additionally, existing Users' accounts may become inaccessible due to geographic constraints, leading to a sudden loss of access. To mitigate these risks, Users are advised to access and log into the Platform using supported IP addresses but shall not under any circumstances, attempt to access the Platform from restricted jurisdictions/regions, or using any methods to circumvent, bypass or override the Platform's geographic restrictions; and
- (9) Account Management and Asset Control Risks: Users may face restrictions on freezing, withdrawing, or transferring assets due to regulatory compliance requirements, or even

account suspension or termination. Furthermore, trading positions may be adversely affected by regulatory actions, and Users should be aware that no compensation will be available from the Platform for losses related to regulatory compliance.

Article 63 Digital asset transactions are extremely risky and are therefore not suitable investments for most people. The Users know and understand that part or all of their investment in digital asset trading may be lost, so the Users should determine the amount of their investment or transactions based on the extent of losses they can afford. In addition to the risks indicated under Article 61 of this Agreement, there will also be risks that cannot be predicted. Therefore, the Users should carefully assess their financial situation and various risks before making any decision on investment in or transaction of digital assets. The Users shall bear any and all losses arising from their decision, and the Platform shall not bear any responsibility for Users' investment or trading decisions.

Article 64 In view of the risks arising from digital asset investment or transaction, if a User has any doubts as to such investment or transactions, the User should seek the assistance of professional consultants prior to transaction or investment.

Article 65 The Platform does not provide any guarantee or condition to any User and/or any transaction, whether express, implied or statutory. The Platform cannot and does not attempt to control the information released by Users or project owners. The Platform does not undertake any form of certification and authentication services for such information. The Platform cannot fully guarantee the authenticity, sufficiency, reliability, accuracy, integrity and validity of all content on the Platform, and does not need to bear any legal responsibilities arising therefrom. The Users should base their transaction on their own independent judgment and assume full responsibility for their own judgment.

Article 66 The Platform does not make any express or implied guarantee for its Users to use the Platform services, including but not limited to the applicability, absence of errors or omissions, continuity, accuracy, reliability and suitability for a particular purpose. Furthermore, the Platform does not make any undertaking and guarantee in connection with the validity, accuracy, correctness, reliability, quality, stability, integrity and timeliness of the technologies and information involved in the services provided by the Platform.

Article 67 Whether to log into the Platform or use the services provided by the Platform is the personal decision of individual Users, who shall exclusively bear any and all risks and possible losses that may arise from such decision. The Platform does not make any express or implied guarantee in connection with the market, value and price of digital assets. The Users know and understand the instability of the digital asset market. The price and value of digital assets may fluctuate significantly or collapse at any time. Engaging in digital asset transaction is the free choice and decision by individual Users, who shall exclusively bear the risks and possible losses that may arise.

Article 68 The above clauses do not reveal all the risks and market situations that the Users may be subject to when they engage in transactions through the Platform. Before making a decision relating to transaction, the Users should fully understand the relevant digital assets, adopt a cautious approach to decision-making based on their own transaction objectives, risk tolerance capacity and asset status, and assume all risks exclusively on their own.

Article 69 Under any and all circumstances, the third party shall be responsible for the services that are provided by such third party and are involved in the Users' use of the Platform services, and the Platform shall not bear such responsibility.

Article 70 Any loss or liability caused by factors attributable to a User shall be borne by such User exclusively and the Platform shall not be held liable in any manner whatsoever.

Circumstances under which the Platform shall not be held liable include:

- (1) where any loss or liability is caused by the User's failure to operate in accordance with this Agreement or any rules published by the Platform from time to time;
- (2) where any loss or liability is caused by any uncertainty, ambiguity or incompleteness in the instruction information sent by the User to the Platform;
- (3) where any loss or liability is caused by insufficient balance of digital assets in the User's account;
- (4) where any losses or responsibilities is caused by any other factor attributable to the User.
- (5) It is strictly prohibited for users to buy or sell KYC (Know Your Customer) information in any form. [KuCoin](#) will not be liable for any losses or responsibilities caused by any account disputes or asset ownership issues arising from any violation of this provision. Any violation of this provision will entitle [KuCoin](#) to immediately suspend or terminate the user's account.

## **Chapter 11 Service Fees and Other Fees**

Article 71 If a User uses the Platform services, the Platform will charge relevant Platform service fees on the User. Each item of Platform service fee shall be subject to the description and rates of fees listed on the Platform when the User uses the Platform services. The Platform reserves the right to unilaterally formulate and adjust the rates of the Platform services fees.

Article 72 The Users may have to pay to third parties a certain third-party service fee in connection with their use of the Platform services. For the specific rates of such third-party service fees, please refer to relevant web pages of the Third-party Websites, or the Platform's reminders and fee rates. The Users agree to pay such service fees to the third parties on their

own or by entrusting the Platform or a third party designated by the Platform according to the aforementioned rates.

Article 73 The Users shall declare and pay all taxes arising from their use of the Platform and/or Platform services to the appropriate tax authorities, in accordance with applicable laws and regulations. The Platform will withhold taxes as required by applicable laws and regulations. For more information regarding taxation, please refer to "Help Center" for details.

## **Chapter 12 Termination of Agreement**

Article 74 Users have the right to apply to the Platform for cancellation of their accounts with the Platform at any time in accordance with the provisions of this Agreement. If the Platform cancels the account of a User in accordance with Article 36 of this Agreement, this Agreement will be terminated as of the date when the Platform approves the User's application for account cancellation.

Article 75 Where an account is canceled in accordance with Articles 36 and 37 of this Agreement, this Agreement will be terminated as of the date when the Platform cancels such User account.

Article 76 If a User deceases or is declared dead, all the rights and obligations thereof under this Agreement shall be borne by the successor thereof. If a User loses all or part of his/her/its capacity for civil rights or civil conducts, the Platform or its authorized subject has the right to dispose of the funds related to the User's account in accordance with valid legal documents (including effective court judgments, inter alia) or instructions from the legal guardian of such User. If the successor or legal guardian of the User decides to continue performing this Agreement, this Agreement shall remain valid; otherwise, the successor or legal guardian of the User shall apply to the Platform for cancellation of the account number in accordance with Article 35 of this Agreement, and this Agreement shall be terminated from the date when the Platform approves the cancellation of the account of the User.

Article 77 The Platform shall have the right to terminate all services of the Platform in accordance with this Agreement. This Agreement shall terminate on the date of termination of all services of the Platform. The withdrawal process shall be operated in accordance with the specific provisions of the Platform announcement.

Article 78 After the termination of this Agreement, the Users shall have no right to require the Platform to continue providing any services or performing any other obligations to them, including but not limited to requiring the Platform to retain or disclose to the User any information in their former accounts to forward to the Users or any third party any

information that they have not read or they have sent.

Article 79 The termination of this Agreement does not affect the non-breaching party's claim against the breaching party that the breaching party shall be liable for breach of agreement before the termination of other agreements, nor does it affect the performance of the post-contractual obligations under this Agreement.

## **Chapter 13 Protection and Authorization of Personal Information**

Article 80 The personal information under Chapter 13 of this Agreement shall include the following information:

- (1) personal registration information provided by the Users in accordance with the requirements of the Platform when they register accounts with the Platform or when they use the accounts, including but not limited to telephone numbers, mailbox information, and ID card information;
- (2) the server data in the Users' browser that the Platform automatically receives and records when the Users use the Platform or access the Platform, including but not limited to IP address and other data and web page records required by the Users;
- (3) relevant data collected by the Platform on which Users conduct transactions on the Platform, including but not limited to transaction records;
- (4) personal information of other Users legally obtained by the Platform.

Article 81 Without additional consent from the Users, the successful registration of the Users on the Platform shall be deemed as the Users' consent that the Platform may collect, use or disclose the Users' personal information, and the Users understand and agree that the Platform may use the collected personal information of the Users for the following purposes based on the consideration of customizing the Platform services for the User, resolving disputes and helping to ensure safe transactions on the Platform:

- (1) providing Platform services to Users;
- (2) reporting to relevant departments based on the requirements of relevant competent departments of sovereign countries or regions;
- (3) when the Users use the Platform services, the Platform will use the Users' information for legal purposes, such as authentication, customer service, security & prevention, fraud monitoring, marketing, archiving and backup, or for cooperation with third parties to promote websites to ensure the security of products and services provided by the Platform to the

Users;

(4) to assist the Platform in designing new products and services and in collecting and sorting out information to improve the existing service objectives of the Platform;

(5) in order to ensure that the Users understand the specific conditions of the Platform services, Users agree that the Platform will send them marketing campaign notices, commercial electronic information and advertising related to the Users, instead of generally placed advertisements;

(6) the Platform transfers or discloses the Users' information to any unrelated third party in order to complete merger, demerger, acquisition or asset transfer;

(7) to complete software certification or management software upgrade;

(8) to invite Users to participate in surveys about relevant Platform services;

(9) to be used in data analysis for cooperation with government agencies, public affairs agencies, associations, inter alia;

(10) to be used to resolve disputes or mediate in disputes;

(11) to be used for all other legitimate purposes and other purposes authorized by the Users.

Article 82 The Platform automatically tracks certain information on Users in connection with their conduct on the Platform. On the precondition of not disclosing the Users' privacy, the Platform has the right to analyze the entire User database and make commercial use of the User database.

Article 83 The Users agree that the Platform can use data collection devices such as "cookies" on some web pages of the Platform.

Article 84 The Platform shall protect the Users' data in accordance with relevant laws and regulations. The information provided to the Platform by the Users in connection with the performance of this Agreement may not be sold maliciously or shared with any third party free of charge, except for under the following circumstances:

(1) suppliers that provide independent services and only require information related to and necessary for the services;

(2) government departments or other institutions that have legal access to information and retrieve information through legal channels;

(3) affiliated companies of the Platform;

(4) third parties approved by the Platform Users or the authorized representative of the Platform Users.

Article 85 The User shall authorize the Platform, unless the law requires otherwise, to use the information provided by Users to the Platform, the information generated through using the Platform's services (including the information provided and generated prior to the signing of this Agreement) and the information queried and collected by the Platform in accordance with this Article, to provide services, recommend products, carry out market research and information data analysis for Users by the Platform and its partners entrusted in connection with the services.

Article 86 Unless the law requires otherwise, the User shall authorize the Platform, for the purpose of providing better services and products to the Users, to inquire and collect User information and provide such information to partners with which the Platform cooperates as may be necessary for the services.

Article 87 In order to ensure the safety of User information, the Platform and its partners are obligated to keep confidential the above information and take various measures to ensure the safety of the information.

Article 88 The provisions under chapter 13 of this Agreement shall come into effect upon the signing of this Agreement, have independent legal effect, and may not be affected by the formation of the contract or the change of its effective status.

## **Chapter 14 Protection of Intellectual Property**

Article 89 Intellectual property rights, including trademark rights, patent rights, copyrights, trade secrets, and so on, to all the content on the platform, including works, pictures, archives, information, materials, platform architecture, the arrangement of the platform screen, platform design, text and graphics, software compilation, the relevant source code and software, are legally owned by the Platform or other rights-holders.

Article 90 Without the written consent of the Platform or other rights holders, no one is allowed to use, modify, copy, publicly disseminate, change, distribute, release or publicly publish the Platform program or content without due authorization.

Article 91 The Users are not allowed to download (except for web page caches) or modify the Platform or any part thereof without the explicit written consent of the Platform. The Users are not allowed to resell or make commercial use of the Platform or any of content thereof; the Users may not: collect and use product catalogues, descriptions and prices, make any derivatives of the Platform or content thereof; download or copy account

information or use any data collection robots or similar data collection and extraction tools for other commercial interests. Without the written permission of the Platform, it is strictly prohibited to systematically obtain the content of the Platform to directly or indirectly create or edit collections, compilations, databases, or personal name and address records (whether or not through robots, spiders, automatic instruments, or manual operations). In addition, it is strictly prohibited to use the content and materials on the Platform for any purpose that is not explicitly permitted by the terms of use.

Article 92 Without the explicit written consent of the Platform, the Platform website or any part thereof may not be copied, photocopied, duplicated, sold, resold, accessed or otherwise used for any commercial purpose. Without the explicit written consent of the Platform, the Users are not allowed to use any technique to acquire any of the trademarks, logos or other proprietary information (including images, text, web designs or forms) of the Platform or affiliated companies thereof. Without the explicit written consent of the Platform, Users are not allowed to use the name or trademark of the Platform or affiliated companies thereof in the form of meta tags or any other "hidden text". Any such unauthorized use will result in termination of the permit or license granted by the Platform.

Article 93 Neither the Users' logging into the Platform nor their use of any service provided by the Platform shall be deemed as the transfer of any intellectual property rights from the Platform to Users. The Users are subject to the obligation to respect intellectual property rights, and should the Users infringe on any of the intellectual property rights, the User shall bear legal liabilities to the Platform, including indemnifying the Platform against damages that may arise therefrom.

## Chapter 15 General Provisions

Article 94 This Agreement is jointly signed by the Users and the Platform and is applicable to all activities of the Users on the Platform. The content of this Agreement includes the terms and conditions of the main body of the Agreement and various rules that have been issued or may be issued in the future. All the terms, conditions, and rules are an integral part of this Agreement and shall have the same legal effect as the main body of this Agreement.

Article 95 If any term or condition of this Agreement is deemed to be unenforceable, invalid or illegal by any competent authority, the validity of the other terms and conditions of this Agreement shall not be affected.



Log In

Sign Up



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obligations. The Users may not transfer their rights or obligations under this Agreement to

any third party without the consent of the Platform, but the Platform may transfer its rights and obligations under this Agreement to any third party at any time, with a notice to the Users thirty (30) days prior to the transfer.

Article 97 If any term or condition in this Agreement becomes totally or partially invalid or unenforceable for any reason, it shall be deemed that the term or condition can be separated from this Agreement and replaced by a new and effective term or condition that is as close as possible to the intentions of the parties and that can preserve the economic purposes required by this Agreement. Moreover, in this case, the other terms and conditions of this Agreement shall remain fully valid and binding.

Article 98 Unless it is otherwise agreed in this Agreement, nothing in this Agreement shall be deemed to have created, implied or otherwise treated the Platform as an agent, trustee or other representative of the Users.

Article 99 The failure of either party hereto to exercise any of the rights thereof hereunder or seek remedies in connection with a single event does not affect the subsequent exercise of such rights or seeking of remedies in connection with such event or other events.

Article 100 Waiver of breach of agreement or waiver of any term or condition of this Agreement shall take effect only after the non-breaching party or the party that does not seek such waiver signs in writing to agree to the waiver. Any waiver of breach of agreement under this Agreement cannot be deemed or interpreted as an exemption of the non-breaching party from any subsequent breach of agreement or other breach of agreement. Failure to exercise any right or remedy shall not be construed as a waiver of such right or remedy in any way.

Article 101 In executing this Agreement, the User agrees that all of the activities that the Platform conducts with the User takes place within the Republic of Seychelles, regardless of the physical location at the time the User uses the Platform or otherwise engages with Platform. This means that the User agrees that the parties activities are subject only to the laws of Seychelles and not to the laws of any other country in which the User may be physically present at any given time, and therefore that any redress the User may seek from the Platform in any circumstances must be sought under Seychelles law. However, the User agrees to comply with all relevant laws and regulations that may apply to Users' application of the Platform in any jurisdiction in which the User may be located.

Article 102 The Platform is not offering its services outside the Republic of Seychelles. However, a User does not need to be resident in the Seychelles to be eligible to utilize the services of the Platform. Foreign Users themselves are wholly responsible for complying with all laws in their respective country of residence or from which they may access the Platform and the Platform accepts no responsibility for any breach of any local laws. Where a jurisdiction has relevant laws which regulate digital asset trading, no offer to provide

Platform services is made to such foreign Users where it would constitute a breach of any law or require any filing, registration or approval with any competent authority.

Article 103 This Agreement is concluded in accordance with the laws of the Republic of Seychelles, and its establishment, interpretation, content and performance shall be governed by the relevant laws and regulations of the Republic of Seychelles. Any claim or lawsuit arising out of or in connection with this Agreement shall be interpreted and enforced by the laws of the Republic of Seychelles.

Article 104 Unless otherwise agreed by other rules under this Agreement, both parties agree that any claims or lawsuits arising from or related to this Agreement shall be submitted to the Singapore International Arbitration Commission for arbitration.

Article 105 This Agreement shall enter into force when the Users obtain their account with this Website, and shall be binding on the Users and this Platform.

Article 106 The ultimate power to interpret this Agreement shall be vested in this Platform.



