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Terms of Service

8 months ago · Updated

Coinsuper Fintech(HK) Co., Limited, a company incorporated under the laws of Hong Kong(Business Registration No.68324638-000-10-17-4), doing business as 'Coinsuper'(hereinafter referred to as, "Coinsuper trading platform", "Coinsuper", "the Company", "ourselves", "we" or "us"). We offer you the use of the Coinsuper website (the "Site" or "Website") and access to the platform to trade Digital Assets, (collectively the "Exchange" or "Platform"), subject to the Agreement of the Exchange set forth herein (the "Terms"), as well as the Know-Your-Customer (KYC) and Anti-Money Laundering (AML) policy ("KYC/AML Policy") and the privacy policy ("Privacy Policy"). (The Terms, KYC/AML Policy, Privacy Policy, and any additional agreement that you agree to, are referred together as the "Agreement")

PLEASE READ THE AGREEMENT CAREFULLY BEFORE USING OUR SITE OR THE EXCHANGE, AND REVIEW THEM PERIODICALLY AND REGULARLY FOR CHANGES. BY REGISTERING FOR, USING OR ACCESSING THE EXCHANGE OR ANY PART THEREOF, YOU AGREE TO BE BOUND BY THE AGREEMENT AND AGREE THAT SUCH AGREEMENT CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US. IF YOU DO NOT AGREE TO BE FULLY BOUND BY ALL OR ANY OF THE AGREEMENT, YOU ARE REQUIRED NOT TO MAKE ANY USE OF THE EXCHANGE OR OUR SITES.

PLEASE NOTE THAT WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO REVISE THE AGREEMENT, AT ANY TIME WITHOUT NOTICE.

1. DEFINITIONS.

In the Agreement, the following terms shall have the meaning set forth beside them:

"The Company", "ourselves", "we" or "us" means Coinsuper and any or all of its affiliates.

"Digital Asset(s)", "Digital Currency"and"Virtual Currency"mean digital assets or blockchain tokens (including but not limited to bitcoin (BTC), ether (ETH), Litecoin (LTC)), which are based on the cryptographic Protocol of a computer network that may be (i) centralized or decentralized, (ii) closed or open-source, and (iii) used as a medium of exchange and / or stored value.

"Restricted Jurisdictions" includes the United States (including customer whose resident address is in the United States, holding US passport or green card, with nationality as United States or who was born in the United States), Syria, Cuba, Iran, North Korea, Crimea Region or any jurisdictions as may be designated by Coinsuper from time to time, where the possession or trading of Digital Assets is illegal or restricted.

"User", "your" or "you" means the individual or entity using or accessing this Website, the Exchange and accepting the Agreement.

"Verified User" means a User who has submitted to Coinsuper the required documents in order to complete the KYC and AML checks.

2. THE EXCHANGE, REGISTRATION AND ACCESS.

2.1 The Exchange may enable Users to access the Exchange via mobile device-based applications and websites.

2.2 The Exchange is currently offered on a self-service basis and will charge fees for the use of features on the exchange. For a full breakdown of the fees please go to [Fees](#)

2.3 In order to access and use our Exchange, you must register for the Exchange as a User, complete the sign-up process and create an account (the "Account") through our site: [Sign up](#)

2.4 If and when you register as a User or otherwise use the Exchange, you represent and warrant that: (i) you have reached the legal age and capacity to form a binding contract and have the full capacity to accept this Agreement and enter into transactions as a result of using the Platform; (ii) you have provided us with accurate, true and complete information about yourself (including, but not limited to, your name and email address); (iii) to the extent you represent one or more businesses or franchises, that you are acting as their authorized representative, and that both you and the entity you represent will be bound by the Agreement; (iv) your usage of the Exchange is and will be in full compliance with all laws and regulations, applicable to your use of the Exchange is not prohibited by any applicable laws or regulations, and is not for illegal or immoral purpose; (v) your registration and your use of the Exchange will be consistent with the foregoing license, covenants and restrictions, and you are not infringing nor violating the rights of any other party; (vi) you certify that any Digital Assets used by you in connection with the Exchange are either owned by you or that you are validly authorized to carry out the transaction using such Digital Asset, and that all transactions initiated with your Account are for your Account and not on behalf of any other person or entity; (vii) you certify and warrant that no fiat currency in your Account or your linked bank account is or will be the direct or indirect proceeds and (viii) you agree to abide by any relevant laws or regulations in your jurisdiction, including but not limited to reporting any trading activities or profits for taxation purposes.

2.5 We reserve the right to suspend or terminate, according to our sole discretion and without providing any prior notice, your registration or access to the Exchange or the Site, in the event that (i) when we reasonably suspect that you have breached any of the Agreement, (ii) when we reasonably suspect fraudulent or illegal activities, or (iii) when the Agreement has been terminated.

2.6 You are solely and wholly responsible for the security of your Account and we urge you to keep your account password secure and to always log-off from the Exchange when leaving the device through which you accessed the Exchange unattended.

2.7 You acknowledge and agree that you are solely and wholly responsible for obtaining and maintaining any hardware, facilities, connections, licenses, permits, database, equipment, external software or any other

resources as may be required and/or necessary for the use of the Exchange (such as, computer, mobile device, internet connection and telecommunications) and any relevant payment system. We do not and will not bear any liability for any cost, expense, loss or other damage you may suffer directly or indirectly with respect to such hardware, facilities, connections, licenses, permits, database, equipment or external software or any other resources as may be required, in connection with use of the Exchange.

3. OWNERSHIP.

3.1 The Exchange, including any enhancements, derivatives and improvements thereof, are the sole property of Coinsuper. Without limitation of the foregoing, all the text, images, sounds, music, marks, logos, compilations (meaning the collection, arrangement and assembly of information) and other content on the Website or the Exchange (collectively, the "Exchange Content"), and all software embodied in the Exchange or Coinsuper servers or otherwise used by Coinsuper to deliver the Exchange ("Software"), are the property of Coinsuper and are protected by copyright and other intellectual property laws. Nothing in the Agreement shall grant the User any of such property and/or ownership.

3.2 Any rights with respect to the Software or the Exchange Content (collectively, the "Coinsuper Exchange Property") which are not expressly granted here by Coinsuper are reserved by Coinsuper.

4. INTELLECTUAL PROPERTY LICENSE, RESTRICTION.

4.1 We grant you a personal, revocable, non-assignable, non-perpetual and non-exclusive right to access and use the Exchange as a licensee, provided that you fully comply with the Agreement.

4.2 You shall not rent, lease, lend, sell, redistribute or sublicense the Exchange or any part thereof, or any other part of Coinsuper Exchange Property. You shall not (nor attempt to) copy, decompile, reverse engineer, disassemble, derive the source code of, modify, or create derivative works of the underlying platforms of the Exchange or any other part of the Coinsuper Exchange Property or in any other way manipulate the Exchange.

4.3 You shall not remove any copyright, trademark or other proprietary notices that have been placed on the Coinsuper Exchange Property.

4.4 You shall not exploit the Exchange in any unauthorized way whatsoever, including but not limited to trespass or materially burden network capacity and you shall not use the Exchange for any illegal or immoral purpose, or in violation of any applicable laws and regulations, such as laws governing intellectual property and other proprietary rights, data protection and privacy, anti-money laundering and currency control. You acknowledge that you are fully responsible for satisfying any legal and regulatory requirements applicable in countries and territories in which you operate.

4.5 We reserve the right to apply limits on the use of the Exchange, for example, by limiting the available features, or number of supported Users and / or transactions. We further reserve the right to publish such limitations, make them different from User to User, or change such limitations at will, in each case in our sole discretion.

5. USER VERIFICATION, COMPLIANCE AND RESTRICTION.

5.1 Only Verified Users can buy and sell Digital Assets in exchange for fiat currency on the Exchange. If you are a Verified User and you would like to provide access to your Account to another individual, this individual must also provide the required identification information pursuant to our KYC/AML Policy. You agree that you will not allow anyone who has not been cleared by our KYC/AML Policy to access your accounts. Subject to our KYC/AML Policy, (i) a Verified User's spouse or domestic partner may create a separate user account that will link to the same Account and (ii) an Account may be opened on behalf of an institution by an owner and/or designated representative of said institution. By doing so, you warrant and agree that you are an owner and/or designated representative of said institution and you must qualify as a Verified User in order to set up your institution's Account. You hereby authorize us, directly or through our third-party service providers, to take any measures that we consider necessary to verify your identity, confirm the information you submit about your linked bank account, and to take any action we deem necessary based on the results.

5.2 Persons located in the countries specified as Restricted Jurisdictions are not permitted to use the Website. This restriction also applies to residents and citizens of other nations while located in a Restricted Jurisdictions. The fact that the Website is accessible in a Restricted Jurisdictions, or that the Website allows the use of the official language of a Restricted Jurisdictions, shall not be construed as a license to use the Website in such Restricted Jurisdictions. Any attempt to circumvent this restriction, for example, by using a virtual private network, proxy or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your citizenship, location or place of residence, or by using the website through a third party or on behalf of a third party located in a Restricted Jurisdictions is a breach of this Agreement. If it becomes apparent, or we have reasonable grounds to suspect, that you are located in any of the Restricted Jurisdictions, this may result in closing your Account, without an obligation to provide you with advance notice, all in accordance with applicable laws and agreements.

6. FEES, TAXES AND PAYMENT TERMS.

6.1 The Exchange provided to you is subject to fees in [Fees](#).

6.2 You agree that you are responsible to calculate, validate and pay any and all sales, use, excise, import, export, value added, withholding and other taxes and duties assessed, incurred, or required to be collected ("Taxes"). Coinsuper is not responsible for determining whether Taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction or for reporting any information, to you or any taxation, governing or third authority. You agree to indemnify us and our affiliates against any claim or demand for payment of any fines, penalties, similar charges or costs imposed or incurred as a result of your failure to remit or report any Taxes in connection with any transaction.

6.3 Should such fees apply, without derogating from any other remedy available to Coinsuper, Coinsuper, at its sole discretion, may suspend or terminate the access and right to use all or any portion of the Exchange, at any time, upon electronic notice to you, if you fail to pay the fees or any part thereof one time.

7. DATA COLLECTION.

7.1 You agree that we may periodically collect, store and use data (including, but not limited to technical information) in connection with your registration or use of the Site and other Exchange ("Usage Data").

We may also collect information about Users through the Platform ("User Data"). In addition, our systems may automatically collect other data about your operations, depending on the specific technology used by you for the implementation of the Platform.

7.2 The Usage Data and User Data is our property. We may use such data: to provide our Exchange to you and to others; to improve the Exchange; to personalize and enhance the use of the Exchange; to determine those areas which are useful or popular and those that are less; to keep record of correspondence with you; to address any issues that you are having with the Exchange; to evaluate your use, preferences and trends for internal statistical and analytical purposes and in respect of operations and product development. We may also use the Usage Data and User Data to offer cross-promotions of Coinsuper and its business partners' products and the Exchange.

7.3 We may, at our sole discretion, provide you with information ("Confidential Information"). Any such information shall remain the property of Coinsuper. The User shall hold the Confidential Information in strict confidence. Without Coinsuper's prior written consent, such Confidential Information shall not be disclosed by the User in whole or in part to any person other than those agents and employees of the User who need to know about the Confidential Information for the sole purposes of using our Exchange. The User further agrees that Coinsuper's Confidential Information, whether in written or electronic form, shall not be copied or reproduced at any time without Coinsuper's prior written consent. In addition, in case the User receives and uses the Confidential Information, the User shall abide by our [privacy policy](#) as if you were Coinsuper in such privacy policy.

7.4 Coinsuper may share your personal and other information ("Information") with our affiliate companies to verify and validate information, and to address customer service matters. While Coinsuper does not sell your information, we may need to share or pass your information with third parties acting on our behalf or as may be required by law, regulations or court order. We will use reasonable efforts to ensure that your Information is used in a reasonable manner and you hereby agree and permit Coinsuper to share your Information with regulators, law enforcement authorities and government agencies if Coinsuper is so requested.

7.5 Coinsuper will store your Information in accordance with the data protection principles contained within the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). All of our policies related to your Information shall be contained in the Coinsuper Private Policy.

7.6 Our KYC/AML Policy is guided by the Anti Money Laundering and Counter Terrorist Financing (Financial Institutions) Ordinance Chapter 615 of the Laws of Hong Kong criminal or fraudulent activity ("AMLO"), specifically, the AML and Counter-Terrorist Financing ("CTF") provisions. These standards are designed to prevent the use of the Exchange to aid money laundering or terrorist financing activities. We take compliance very seriously and it is our policy to take all necessary steps to prohibit fraudulent transactions, report suspicious activities, and actively engage in the prevention of money laundering and related acts that facilitate money laundering, terrorist financing or any other financial crimes.

Our KYC/AML Policy also focuses on the detection and prevention of fraudulent activity in the following ways:

1. Identification and assessment of fraud-related risk areas;
2. Procedures and controls to protect against identified risks;
3. Allocation of responsibility for monitoring risks; and
4. Procedures for the periodic evaluation of revision of the anti-fraud procedures, controls and monitoring mechanisms.

8. PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE.

8.1 You may not use your Account to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. By opening an Account, you confirm that you will not use your Account to do any of the following:

Unlawful Activity: Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Coinsuper conducts business, including but not limited to the persons or countries listed by the Hong Kong Joint Financial Intelligence Unit ("JFIU"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information

Abusive Activity: Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Site, other Accounts, computer systems or networks connected to the Site, through password mining or any other means; use Account information of another party to access or use the Site, except in the case of specific merchants and/or applications which are specifically authorized by a user to access such user's Coinsuper Account and information; or transfer your Account access or rights to your Account to a third party, unless by operation of law or with the express permission of Coinsuper

Abuse Other Users: Interfere with another individual's or entity's access to or use of any Coinsuper services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage violent acts against others; harvest or otherwise collect information from the Site about others, including without limitation email address, without proper consent

Fraud: Activity which operates to defraud Coinsuper, Coinsuper users, or any other person; provide any false, inaccurate, or misleading information to Coinsuper

Gambling: Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance; and

Intellectual Property Infringement: Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Coinsuper intellectual property, name, or logo, including use of Coinsuper trade or service marks, without express consent from

Coinsuper or in a manner that otherwise harms Coinsuper or the Coinsuper brand; any action that implies an untrue endorsement by or affiliation with Coinsuper.

8.2 In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from Coinsuper services ("Prohibited Businesses"). Most Prohibited Businesses categories are imposed by card network rules or the requirements of our banking providers or processors. The specific types of use listed below are representative, but not exhaustive.

By opening an Account, you confirm that you will not use Coinsuper services in connection with any of following businesses, activities, practices, or items:

I Investment and Credit Services: Securities and futures brokers; offering of foreign currency leverage services; advising on securities, futures of corporate finance; providing automated trading services; mortgage consulting or debt reduction services; credit counselling or repair; real estate opportunities; investment schemes;

I Restricted Financial Services: Check cashing, bail bonds, and collections agencies;

I Intellectual Property or Proprietary Rights Infringement: Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;

I Counterfeit or Unauthorized Goods: Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen;

I Regulated Products and Services: Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials;

I Drugs and Drug Paraphernalia: Sale of narcotics, controlled substances, and any equipment designed for making or using drugs;

I Pseudo-Pharmaceuticals: Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body;

I Substances designed to mimic illegal drugs: Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom);

I Adult Content and Services: Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features;

I Multi-level Marketing: Pyramid schemes, network marketing, and referral marketing programs;

I Unfair, predatory or deceptive practices: Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers;

I High risk businesses: any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.

8.3 Express written consent and approval from Coinsuper must be obtained prior to using the Exchange for the following categories of business and/or use ("Conditional Uses"). Coinsuper may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use the Exchange in connection with any of following businesses, activities, or practices;

Money Services: Money transmitters, Digital Asset transmitters; currency or Digital Asset exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Coinsuper;

I Charities: Acceptance of donations for non-profit enterprise;

I Games of Skill: Games which are not defined as gambling under this agreement or by law, but which require an entry fee and award a prize; and

I Religious/Spiritual Organizations: Operation of a for-profit religious or spiritual organization.

9. WARRANTIES AND DISCLAIMER.

YOU ACKNOWLEDGE, THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXCHANGE, INCLUDING WITHOUT LIMITATION THE SITE AND OTHER MATERIALS PROVIDED TO YOU BY Coinsuper, ARE PROVIDED ON AN "AS IS" BASIS. OTHER THAN EXPRESSLY PROVIDED UNDER THE AGREEMENT, Coinsuper GIVES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH USER.

THE USE OF THE EXCHANGE AND RELIANCE ON THE CONTENT AVAILABLE THROUGH THE EXCHANGE IS DONE SOLELY AT YOUR OWN RISK. Coinsuper DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE EXCHANGE AND THE SITE, THEIR CONTENT AND OTHER MATERIALS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, SATISFACTORY QUALITY, AVAILABILITY, SECURITY, TITLE, ABILITY TO OPERATE AND FITNESS FOR A PARTICULAR PURPOSE.

ANY RELIANCE ON THE EXCHANGE IS AT THE USER'S OWN RISK. Coinsuper DOES NOT WARRANT THAT THE EXCHANGE WILL MEET YOUR REQUIREMENTS, AND DOES NOT GUARANTEE THAT THE USE OR OTHER EXPLOITATION OF THE EXCHANGE OR THE SITE WILL LEAD TO CERTAIN RESULTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Coinsuper OR THROUGH THE EXCHANGE WILL CONSTITUTE ANY WARRANTY AND/OR REPRESENTATION.

WE DO NOT WARRANT NOR REPRESENT THAT ANY CONTENT OR THE EXCHANGE PROVIDED WILL BE ACCURATE OR ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT ALL DEFECTS WILL BE CORRECTED, OR THAT THE SERVERS, AND THE CONTENT AVAILABLE THERE THROUGH IS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Coinsuper MAY PAUSE OR INTERRUPT THE EXCHANGE AT ANY TIME, AND USERS SHOULD EXPECT PERIODIC DOWNTIME FOR UPDATES TO THE EXCHANGE.

WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WE WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EXCHANGE, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THE AGREEMENT OR YOUR USE OF OR ACCESS TO THE EXCHANGE, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE EXCHANGE, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER ANY SEPARATELY AGREED SERVICE-LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EXCHANGE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR EXCHANGE; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EXCHANGE; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA.

YOU ACCEPT RESPONSIBILITIES OF ALL ACTIVITIES AND CONTENTS GENERATED BY YOU. YOU FURTHER ACKNOWLEDGE THAT Coinsuper DOES NOT ACT AS YOUR BROKER, INTERMEDIARY, AGENT OR ADVISOR WITH RESPECT TO ANY TRANSACTION YOU MAKE OR PROPOSE TO MAKE IN THE EXCHANGE AND OWES YOU NO FIDUCIARY DUTY.

10. LIABILITIES AND INDEMNITIES.

10.1 You shall, upon our demand, defend, indemnify, and hold harmless us, and each of our respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, expenses (including but not limited to debt collection expenses) and legal fees (including reasonable attorneys' fees) arising out of or relating to any third party claim. If we are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you shall also reimburse us for legal costs, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at our then-current hourly rates.

10.2 You shall indemnify us on demand for any damages and additional expense (including but not limited to legal costs and debt collection expenses) Coinsuper may suffer or incur, directly or indirectly, as a result of unlawful actions conducted by you. We reserve the rights to settle such balances by transferring funds (including but not limited to all digital assets) from your Accounts as managed by or with Coinsuper at any time.

11. TERM, TERMINATION AND SURVIVAL.

11.1 The Agreement shall, in addition to any other terms and conditions, be as agreed between Coinsuper and the User, and in absence of any other indications the Agreement shall commence upon Coinsuper's acceptance of the User's registration to the Exchange, and shall remain valid until further written notice is given by Coinsuper.

11.2 Without prejudice to other provisions (especially clause 11.1 above) in the Agreement, Coinsuper may terminate the Exchange, the Agreement and all rights granted hereunder immediately and without notice:

a) if the User uses the Exchange in violation of the Agreement or of any applicable law, rule or regulation, or in breach of any other agreement between the User and Coinsuper ("Termination for Breach"); or

b) if the User becomes insolvent or makes an arrangement with any creditor or be put into liquidation (other than for the purpose of amalgamation or reconstruction) or have an administrator or receiver appointed over it or any of its assets and such administrator or receiver ship is not discharged within a period of thirty (30) days from the appointment;

c) at Coinsuper's sole and absolute discretion.

11.3 Upon expiration or termination, (a) all rights and licenses granted hereunder shall terminate and Coinsuper shall be entitled to disconnect the User from the Exchange; (b) the User shall cease the use of any Coinsuper Exchange Property; (c) the User shall immediately destroy (or if Coinsuper requests in writing, return) all of Coinsuper's property in its possession at the date of termination, including all confidential information, together with all copies and extracts of the same; (d) to the extent that is permissible under the applicable laws and regulations and without prejudice to your rights thereunder, all data (including personal data as defined in the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong) and materials of the User remaining on the Platform may be retained, used or analysed by Coinsuper for such period for the purpose of improving its Exchange and may become Coinsuper Exchange Property; and (e) clauses 3, 5, 9, 10, and 13 of the Agreement shall remain in effect.

12. INFRINGEMENT CLAIMS.

If you believe that your copyrights or other intellectual property rights have been violated by Coinsuper, please notify us in writing immediately at:

Coinsuper

The address is needed.

You should include in your notice: (1) description of the work that is the subject matter of the claimed infringement; (2) description of the infringing material and information sufficient to allow us to locate the alleged infringement; (3) your contact information (including your address, telephone number and email address); (4) statement made by you stating that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (5) statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the necessary authority to enforce the copyrights that are claimed to be infringed; and (6) physical or electronic signature of the copyright owner or a person authorized to act on the owner's behalf.

We will only respond to claims involving alleged copyright infringement made by Coinsuper. We reserve the right at any time and in our sole discretion, to remove content which in our sole judgment appears to infringe the intellectual property rights of another person.

13. INACTIVE ACCOUNTS.

13.1 Coinsuper reserves the right to close inactive accounts that have exhibited no events or transaction activity for a period greater than six (6) months. The Users whose Accounts will be closed as a result of this

condition will be contacted by Coinsuper using your registered email address fourteen (14) days prior to Account closure. After the Account is closed, you will have thirty (30) days to make arrangement for any funds held in the account or notify Coinsuper by email that you wish to keep the Account open. Coinsuper will not be liable for any funds that were held within the account after thirty (30) days from Account closure.

14. THIRD PARTY WEBSITES.

14.1 Coinsuper may link to other third-party websites for convenience only and are not part of the Site. Coinsuper does not endorse, confirm or support the contents of third-party websites. Coinsuper is not responsible for the content of a third-party website and cannot attest to the accuracy and completeness of such content. You acknowledge that your use of any third-party website is at your own risk.

15. CYBERATTACKS AND MODIFICATIONS ON BLOCKCHAIN NETWORK.

15.1 Coinsuper does not have any ability to prevent or mitigate cyberattacks and modifications on the blockchain networks ("Modification"). Coinsuper reserves the right to take commercially reasonable actions in such event. If Coinsuper determines the Digital Asset is active on the Exchange has been compromised, Coinsuper may halt trading, deposits and withdrawals for such Digital Asset. If Coinsuper determines the Modification to greatly decrease the value in such Digital Asset, Coinsuper may discontinue trade activity on such Digital Asset entirely. Coinsuper does not have any obligation to engage in any activity in connection or in response to any Modifications on blockchain networks.

16. DIGITAL ASSET NETWORK PROTOCOLS.

16.1 Coinsuper does not own or control any of the underlying software through which blockchain networks and Digital Assets are formed and transacted. By using the Exchange, you acknowledge and agree (i) that we are not responsible for the operation of the underlying software and networks that support the Digital Assets and that we make no guarantee of functionality, security, or availability of such software and networks; and (ii) that the underlying protocols are subject to sudden changes in operation rules (i.e. forks), and that such forks may materially affect the value, function, and/or even the name of the Digital Asset you store in the Account. In the event of a fork, you agree that Coinsuper may temporarily suspend the service (with or without advance notice to you) in its sole discretion and Coinsuper may decide based on commercially reasonable efforts either (a) configure or reconfigure its systems or (b) not to support (or cease supporting) the forked protocol entirely. In the instance of any private keys held and managed by Coinsuper, Coinsuper does not convey ownership or any related rights associated with the Users. You acknowledge and agree that Coinsuper assumes absolutely no responsibilities whatsoever in respect of an unsupported branch of a forked protocol.

17. MISCELLANEOUS.

17.1 Coinsuper and the User are and intend to remain independent parties. Nothing in the Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture between Coinsuper and the User.

17.2 The Agreement represents the entire agreement between Coinsuper and User and supersedes any and all other agreements between the parties, whether written or oral, regarding the subject matter hereof (but not include any add-on services as may be requested by the User). Unless otherwise specified in writing by Coinsuper, The Agreement shall govern and supersede any other agreement entered into between Coinsuper and you. Coinsuper may assign its rights or obligations pursuant to the Agreement while the User agrees not to assign any rights under the Agreement without Coinsuper' explicit written consent. Any translation of the Agreement is provided for your convenience only and in case of any conflict, the English version shall prevail.

17.3 No waiver of any term of the Agreement shall be deemed a further or continuing waiver of such term or any other term, and any failure to assert any right or provision under the Agreement shall not constitute a waiver of such term.

17.4 The section titles in the Agreement are solely used for the convenience and have no legal or contractual significance.

17.5 Your electronic assent or use of the services shall constitute execution of the Agreement. You agree that the electronic text of the Agreement constitutes a "writing" and your assent to the terms and conditions hereof constitutes a "signing" for all purposes.

17.6 If any part of the Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of the Agreement which shall remain in full force and effect. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of the Agreement.

17.7 Coinsuper reserves the right, at its sole discretion, to change, add or remove portions of these Agreement, at any time. Such notification will be made via the Website and it is your responsibility to review the amended Agreement. Your continued use of the Website and Platform following the posting of changes will mean that you accept and agree to the changes and you agree that all subsequent transactions by you will be subject to these Agreement.

17.8 The Agreement shall be governed by the laws of the Hong Kong Special Administrative Region as to all matters including validity, construction, effect, performance and remedies without giving effect to the principles of choice of law thereof. In the event of any dispute, controversy, or claim arising out of or relating to the Agreement or the construction, interpretation, performance, breach, termination, enforceability or validity thereof (a "Dispute"), the party raising such Dispute shall notify the other party promptly and no later than sixty (60) days from the date of its discovery of the Dispute. The parties shall cooperate and attempt in good faith to resolve any Dispute promptly.

17.9 Any Dispute which cannot otherwise be resolved as provided in the paragraph 6.4 above shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC Procedures for the Administration of International Arbitration. The law of this arbitration clause shall be Hong Kong law. The place of arbitration shall be Hong Kong. The number of arbitrators shall be three.

17.10 All investment decisions are made solely by you. Notwithstanding anything in this agreement, we accept no responsibility whatsoever for and shall in no circumstances be liable to you in connection with such decisions. Under no circumstances will the operation of Coinsuper be deemed to create a relationship that includes the provision or tendering of investment advice.

17.11 It is hereby agreed and declared as follows:(a) Unless otherwise expressly provided in the Agreement, any person who is not a party to the Agreement ("Non-Party");(i) shall have no right under the Contracts (Rights of Third Parties) Ordinance, Chapter 632 of the Laws of Hong Kong ("Cap.623") to enforce any provision in this Agreement; and (ii) shall enjoy no benefits, rights or remedies under Cap.623. (b) Coinsuper may rescind or vary the Agreement (in the manner provided in the Agreement) without any Non-Party's consent (save and except for such Non-Party's consent, if any, which is expressly required and specified in the Agreement). Section 6(1) of Cap.623 shall not apply to this Agreement.



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