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AOFEX Terms of Use

**AOFEX**

1 month ago · Updated

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These Terms of Service and any terms expressly incorporated herein ("**Terms**") apply to your access to and use of the websites and mobile applications provided by AOFEX. This agreement is set between you (referenced herein as "you" or with "your") and AOFEX. By accessing, using or clicking "I agree" to any of the services made available by AOFEX or one of its affiliates through the website (aofex.com), the API (aofex.com), our mobile applications, or any other related services provided by AOFEX or its affiliates as further described in Section 4 below (collectively, the "Services") you agree that you have read, understood and accepted all of the terms and conditions contained in this Terms of Use agreement (the or these "Terms"), as well as our Privacy Policy found at aofex.com. Additionally, when using certain features of the Services, you may be subject to additional terms and conditions applicable to such features.

PLEASE READ THESE TERMS CAREFULLY AS THEY GOVERN YOUR USE OF THE SERVICES. THESE TERMS CONTAINS IMPORTANT PROVISIONS INCLUDING AN ARBITRATION PROVISION THAT REQUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN SECTION 14 BELOW ENTITLED "RESOLVING DISPUTES: FORUM, ARBITRATION, CLASS ACTION WAIVER, GOVERNING LAW." AS WITH ANY ASSET, THE VALUE OF DIGITAL CURRENCIES CAN GO UP OR DOWN AND THERE CAN BE A SUBSTANTIAL RISK THAT YOU WILL LOSE MONEY BUYING, SELLING, HOLDING, OR INVESTING IN DIGITAL CURRENCIES. BY USING THE SERVICES YOU ACKNOWLEDGE AND AGREE THAT (1) YOU OF THE RISKS ASSOCIATED WITH TRANSACTING IN DIGITAL CURRENCIES (2) THAT YOU ALL RISKS WITH RESPECT TO YOUR USE OF THE SERVICES AND TRADING IN DIGITAL CURRENCIES

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ALL RISKS WITH RESPECT TO YOUR USE OF THE SERVICES AND TRADING IN DIGITAL CURRENCIES AND (3) AOFEX IS NOT RESPONSIBLE OR LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.

BY ACCESSING, USING OR ATTEMPTING TO USE THE SERVICES IN ANY CAPACITY, YOU ACKNOWLEDGE THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES.

1. Agreement Conditions

AOFEX reserves the right to modify or change the Terms at any time and at its sole discretion. AOFEX will provide notice of these changes by updating the revised Terms on the webpage (aofex.com) and changing the “[Last revised:]” date on this page. Any and all modifications or changes to these Terms will be effective immediately upon being announced on the website or released to users. As such, your continued use of AOFEX’s services acts as acceptance of the amended agreement and rules. If you do not agree to any modification to these Terms, you must stop using the Services. AOFEX encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services.

2. Eligibility

By registering to use a AOFEX Account (as defined in Section 5 below), you represent and warrant that you (a) are at least 18 years old or of legal age to form a binding contract under applicable law, (b) are an individual, legal person or other organization with full legal capacity and authority to enter into these Terms, (c) have not previously been suspended or removed from using our Services and (d) you do not currently have an existing AOFEX Account. If you are entering into these Terms on behalf of a legal entity of which you are an employee or agent, you represent and warrant that you have all necessary rights and authority to bind such legal entity.

3. Prohibition of use

By accessing and using the Services, you represent and warrant that you are not on any trade or economic sanctions lists, such as the UN Security Council Sanctions list, designated as a “Specially Designated National” by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or placed on the U.S. Commerce Department’s “Denied Persons List”. AOFEX maintains the right to select its markets and jurisdictions to operate and may restrict or deny the Services in certain countries at its discretion.

4. Description of services

AOFEX provides an online digital asset trading platform (crypto to crypto) for products commonly known as cryptographic tokens, digital tokens or cryptographic currency (collectively, “Digital Currency”). AOFEX does not provide fiat trading capabilities on as part of the Services. AOFEX

currency, which does not provide trading capabilities on its part of the Services. AOFEX functions as a trading platform provider and not as a buyer or seller in trades made between traders. AOFEX is also not a market maker. Users must register and open an account with AOFEX as further set forth in Section 5 below and deposit digital assets prior to commencement of trading. Traders may request the withdrawal of their digital assets, subject to the limitations as stated in these Terms.

AOFEX strives to maintain the accuracy of information posted on the Services however it cannot and does not guarantee the accuracy, suitability, reliability, completeness, performance or fitness for any purpose of the content made available through the Services, and will not be liable for any loss or damage that may arise directly or indirectly from your use of such content. Information on the Services can be subjected to change without notice and is provided for the primary purpose of facilitating users to arrive at independent decisions. AOFEX does not provide investment or advisory advice and will have no liability for the use or interpretation of information as stated on the Services or other communication mediums. All users of the Services must understand that there are risks involved in trading in Digital Currencies. AOFEX encourages all users to exercise prudence and trade responsibly within their own means.

5. AOFEX Account Registration & Requirements

a. Registration

All users of the Services (each, a "User") must register at (aofex.com) for a AOFEX account (an "Account") before using the Services. To register for an Account, you must provide your real name, email address and password, as well as accept the Terms of Use, Privacy Policy and Consent Form. AOFEX may, in its sole discretion, refuse to open an account for you. You agree to provide complete and accurate information when opening an Account and agree to promptly update any information you provide to AOFEX so that such information is complete and accurate at all times. Each registration is for a single user only and each User (including with respect to any User that is a business or legal entity) may only maintain one active Account with AOFEX.

b. User Identity Verification

With registration of an account on AOFEX, you agree to share personal information requested for the purposes of identity verification. This information is used specifically for the detection of money laundering, terrorist financing, fraud and other financial crimes on the AOFEX platform. We will collect, use and share this information in accordance with our posted Privacy Policy. In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of such information for the lifetime of your account plus 5 years beyond account closing. You also authorize us to make inquiries, either directly or through third parties, which are deemed necessary to verify your identity or to protect you and/or us against financial crimes such as fraud.

The identity verification information we request may include, but is not limited to, your: Name, Email

Address, Contact Information, Telephone Number, Username, Government Issued ID, Date of Birth and other information collected at the time of account registration. In providing this required

information, you confirm that it is accurate and authentic. Post-registration, you must guarantee that the information is truthful, complete and updated in a timely manner with any changes. If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, AOFEX shall have the right to send you a notice to demand corrections, remove relevant information directly and, as the case may be, terminate all or part of the Services to you. You shall be solely and fully responsible for any loss or expenses incurred during the use of AOFEX Service if you cannot be reached through the contact information provided. You hereby acknowledge and agree that you have the obligation to keep all information provided up to date if there are any changes.

BY SIGNING UP FOR ACCOUNT YOU HEREBY AUTHORIZE AOFEX TO MAKE INQUIRIES, WHETHER DIRECTLY OR THROUGH THIRD PARTIES, THAT AOFEX CONSIDERS NECESSARY TO VERIFY YOUR IDENTITY OR PROTECT YOU AND/OR AOFEX AGAINST FRAUD OR OTHER FINANCIAL CRIMES, AND TO TAKE ACTION AOFEX REASONABLY DEEMS NECESSARY BASED ON THE RESULTS OF SUCH INQUIRIES. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT REFERENCE AND FRAUD PREVENTION OR FINANCIAL CRIME AGENCIES AND THAT THESE AGENCIES MAY RESPOND TO OUR INQUIRIES IN FULL.

c. Account Usage Requirements

Accounts can only be used by the person of whom the name they are registered under. AOFEX reserves the right to suspend, freeze or cancel accounts that are used by persons other than the persons whose names they are registered under. You shall immediately notify AOFEX if you suspect or become aware of unauthorized use of your user name and password. AOFEX will not be liable for any loss or damage arising from any use of your Account by you or by any third party (whether or not authorized by you).

d. Account Security

AOFEX strives to maintain the safety of those user funds entrusted to us and has implemented industry standard protections for the Services. However, there are risks that are created by individual User actions. You agree to consider your access credentials such as user name and password as confidential information and not to disclose such information to any third party. You also agree that you alone are responsible for taking necessary safety precautions to protect your own account and personal information.

You shall be solely responsible for the safekeeping of your AOFEX account and password on your own, and you shall be responsible for all activities under Account and AOFEX will not be responsible for any loss or consequences of authorized or unauthorized use of your Account credentials including but not limited to information disclosure, information posting, consent to or submission of various rules and agreements by clicking on the website, online renewal of agreement, etc.

By creating an Account, you hereby agree that:

(i) you will notify AOFEX immediately if you are aware of any unauthorized use of your AOFEX

account and password by any person or any other violations to the security rules; (ii) you will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the website/service; and

(iii) you will log out from the website by taking proper steps at the end of every visit.

6. Guidelines for Usage of the Services

a. License

Subject to your continued compliance with the express terms and conditions of these Terms, AOFEX provides to you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use the Services on your computer or other internet compatible device for your personal, internal use only. You are not permitted to use the Services for any resale or commercial use including to place trades on behalf of another person or entity. All such use is expressly prohibited and shall constitute a material violation of these Terms. The layout, formatting, and features of the content and access privileges for the Services shall be as specified by AOFEX in its sole discretion. All rights not expressly granted under these Terms are hereby reserved.

Accordingly, you are hereby prohibited from using the Services in any manner that is not expressly and unambiguously authorized by these Terms.

These Terms provide only a limited license to access and use the Services. Accordingly, you hereby agree that AOFEX transfers no ownership or intellectual property interest or title in and to the Services or any AOFEX intellectual property to you or anyone else in connection with your use of the Services. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Services are exclusively owned, controlled, and/or licensed by AOFEX or its members, parent(s), licensors, or affiliates.

AOFEX will own any feedback, suggestions, ideas, or other information or materials regarding AOFEX or the Services that you provide, whether by email, through the Services or otherwise ("Feedback"). You hereby assign to AOFEX all right, title and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

b. Restrictions

When you use the Services you agree and covenant to observe the following:

1. All the activities that you carry out during the use of the Services will be in compliance with the requirements of applicable laws, regulations, as well as the various guidelines of AOFEX:
2. Your use of the Services will not be in violation of public interests, public ethics or other's legitimate interests including taking any action that would interfere with, disrupt, negatively affect, or inhibit other Users from using the Services:
3. You agree not to use the services for engaging in market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering regardless of whether prohibited by law);
4. The following commercial uses of AOFEX data is prohibited unless written consent from AOFEX is granted:
 - 1) Exchange services that use quotes or order book information from AOFEX.
 - 2) Data feed or data stream services that make use of any market data from AOFEX.
 - 3) Any other websites/apps/services that charge for, or otherwise commercially monetize (including through advertising or referral fees), market data obtained from AOFEX.
5. You may not modify, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any proprietary notices or labels, license, sublicense, sell, mirror, frame, rent, lease, private label, grant a security interest in, create derivative works of, or otherwise exploit the Properties, or any portion of the Properties without AOFEX's prior written consent.
6. You may not (i) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Properties or in any way reproduce or circumvent the navigational structure or presentation of the Services to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Services, (ii) attempt to gain unauthorized access to any portion or feature of the Properties or any other systems or networks connected to the Services or to any AOFEX server or to any of the services offered on or through the Services, by hacking, password "mining," or any other illegitimate or prohibited means, (iii) probe, scan, or test the vulnerability of the Services or any network connected to the Properties, nor breach the security or authentication measures on the Services or any network connected to the Services, (iv) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Services, (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or AOFEX's systems or networks or any systems or networks connected to the Services, (v) use any device, software, or routine to interfere with the proper working of the Services or any transaction conducted on the Services, or with any other person's use of the Services, (vi) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to the Services, or (vii) use the Services in an unlawful manner.

By accessing the Service, you agree that AOFEX shall have the right to investigate any violation of

these Terms, unilaterally determine whether you have violated these Terms, and take actions to apply relevant rules without receiving your consent or giving prior notice to you. Examples of such actions include, but are not limited to:

- block and close order requests
- freezing your account
- reporting the incident to authorities
- publishing the alleged violations and actions that have been taken
- deleting any information you published that is in violation

7. Orders and Service Fees

a. Orders

Upon placing an instruction to effect a trade using the Services (an "Order"), your Account will be updated to reflect the open Order and your Order will be included in AOFEX's order book for matching with Orders from other Users. If all or a portion of your Order is matched with another User, the Services will execute an exchange (a "Trade"). Upon execution of a Trade, your Account will be updated to reflect that the Order has either been closed due to having been fully executed, or updated to reflect any partial fulfillment of the Order. Orders will remain open until fully executed or cancelled in accordance with subsection (b) below. For purposes of effectuating a Trade, you authorize AOFEX to take temporary control of the Digital Currency that you are disposing of in the Trade.

b. Cancellations

You may only cancel an order initiated via the Services if such cancellation occurs before your Order has been matched with an Order from another user. Once your Order has been matched with an Order from another user, you may not change, withdraw, or cancel your authorization for AOFEX to complete such Order. If any order has been partially matched, you may cancel the unmatched portion of the Order unless and until the unmatched portion has been matched. AOFEX reserves the right to refuse any cancellation request associated with an Order after you have submitted such Order. If you have an insufficient amount of Digital Currency in your Account to fulfill an Order, AOFEX may cancel the entire Order or may fulfill a partial Order that can be covered by the Digital Currency in your Account (in each case after deducting any fees payable to AOFEX in connection with the Trade as described in subsection (c) below).

c. Fees

You agree to pay AOFEX the fees set forth at aofex.com, which may be updated, from time to time in AOFEX's sole discretion. Any such updated fees will apply prospectively to any trades or other transactions that take place following the effective date of such updated fees. You authorize AOFEX to remove any amounts from your Account for any applicable fees owed by you under these Terms.

8. Liability

a. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES, THE AOFEX MATERIALS AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF AOFEX ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND AOFEX EXPRESSLY DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, AOFEX DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE SERVICES OR AOFEX MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AOFEX DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT AOFEX WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL CURRENCY PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, (C) INTERRUPTION IN ANY SUCH DATA AND (D) ANY DAMAGES INCURRED BY ANOTHER USER'S ACTIONS, OMISSIONS OR VIOLATION OF THIS AGREEMENT.

THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

b. Disclaimer of Damages and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AOFEX, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESS OR FINANCIAL BENEFIT) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF AOFEX AND ITS AFFILIATES, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF AOFEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF AOFEX'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE LIABILITY OF AOFEX, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF OR IN CONNECTION THE SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF AOFEX OR ITS AFFILIATES WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO AOFEX UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

c. Indemnification

You agree to indemnify and hold harmless AOFEX, its affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, the Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of the Service. If you are obligated to indemnify AOFEX, its affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to this clause, AOFEX will have the right, in its sole discretion, to control any action or proceeding and to determine whether AOFEX wishes to settle, and if so, on what terms.

9. Announcements

Please be aware that all official announcements, news, promotions, competitions and airdrops will be listed on aofex.com where we urge all users to refer to regularly. AOFEX will not be held liable or responsible in any manner of compensation should users incur personal losses arising from ignorance or negligence of the announcements.

10. Termination of Agreement

You agree that AOFEX shall have the right to immediately suspend your account (and any accounts beneficially owned by related entities or affiliates), freeze or lock the funds in all such accounts, and suspend your access to AOFEX for any reason including if it suspects any such accounts to be in violation of these Terms, our Privacy Policy, or any applicable laws and regulations. You agree that AOFEX shall not be liable to you for any permanent or temporary modification, suspension or termination of your Account or access to all or any portion of the Services. AOFEX shall have the right to keep and use the transaction data or other information related to such accounts. The above account controls may also be applied in the following cases:

- The account is subject to a governmental proceeding, criminal investigation or other pending

litigation;

- We detect unusual activity in the account;
- We detect unauthorized access to the account;
- We are required to do so by a court order or command by a regulatory/government authority

In case of any of the following events, AOFEX shall have the right to directly terminate this agreement by cancelling your Account, and shall have the right to permanently freeze (cancel) the authorizations of your account on AOFEX and withdraw the corresponding AOFEX Account thereof:

- After AOFEX terminates services to you;
- You allegedly register or register in any other person's name as AOFEX user again, directly or indirectly;
- The information that you have provided is untruthful, inaccurate, outdated or incomplete;
- When these Terms are amended, you expressly state and notify AOFEX of your unwillingness to accept the amended Terms;
- You request that the Services be terminated; and
- Any other circumstances where AOFEX deems it should terminate the services.

Should your Account be terminated, the Account and transactional information required for meeting data retention standards will be securely stored for 5 years. In addition, if a transaction is unfinished during the Account termination process, AOFEX shall have the right to notify your counterparty of the situation at that time. You acknowledge that a user initiated account exit (right to erasure under GDPR or other equivalent regulations) will also be subjected to the termination protocol stated above.

If AOFEX receives notice that any funds held in your Account are alleged to have been stolen or otherwise are not lawfully possessed by you, AOFEX may, but has no obligation to, place an administrative hold on the affected funds and your Account. If AOFEX does place an administrative hold on some or all of your funds or Account, AOFEX may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to AOFEX has been provided to AOFEX in a form acceptable to AOFEX. AOFEX will not involve itself in any such dispute or the resolution of the dispute. You agree that AOFEX will have no liability or responsibility for any such hold, or for your inability to withdraw funds or execute trades during the period of any such hold.

a. Remaining funds after Account termination

Except as set forth in subsection (b) below, once the Account is closed/withdrawn, all remaining balance (which includes charges and liabilities owed to AOFEX) on the account will be payable immediately to AOFEX. Upon payment of all outstanding charges to AOFEX (if any), the User will have 5 business days to withdraw all funds from the Account.

b. Remaining funds after Account termination due to fraud, violation of law, or violation of these terms)

AOFEX maintains full custody of the funds and User data/information, which may be turned over to governmental authorities in the event of Account suspension/closure arising from fraud investigations, violation of law investigations, or violation of these Terms.

11. No Financial Advice

AOFEX is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities affected by you using the Services. No communication or information provided to you by AOFEX is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. All trades are executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation. AOFEX does not recommend that any Digital Currency should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Currency, you should conduct your own due diligence and consult your financial advisors before making any investment decision. AOFEX will not be held responsible for the decisions you make to buy, sell, or hold Digital Currency based on the information provided by AOFEX.

12. Compliance with Local Laws

It is the responsibility of the User to abide by local laws in relation to the legal usage of AOFEX in their local jurisdiction. Users must also factor, to the extent of their local law all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. All Users of AOFEX and any of its services acknowledge and declare that the source of their funds come from a legitimate manner and are not derived from illegal activities. AOFEX maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate the account and funds of Users which are flagged out or investigated by legal mandate.

13. Privacy Policy

Access to the Services will require the submission of certain personally identifiable information. Please review AOFEX's Privacy Policy found at aofex.com for a summary of AOFEX's practices related to the collection and use of personally identifiable information.

14. Resolving Disputes: Forum, Arbitration, Class Action Waiver, And Governing Law

PLEASE READ THIS SECTION CAREFULLY AS IT INVOLVES A WAIVER OF CERTAIN RIGHTS TO BRING

PLEASE READ THIS SECTION CAREFULLY, AS IT INVOLVES A WAIVER OF CERTAIN RIGHTS TO BRING LEGAL PROCEEDINGS, INCLUDING AS A CLASS ACTION FOR RESIDENTS OF THE U.S.

a. Notification of Dispute.

Please contact AOFEX first! AOFEX wants to address your concerns without resorting to formal legal proceedings. Before filing a claim, you agree to try to resolve the dispute informally by contacting AOFEX first through aofex.com.

b. Agreement to Arbitrate.

You and AOFEX agree to resolve any claims relating to this Agreement (including any question regarding its existence, validity, termination, or any services or products provided and any representations made by us) through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below. You agree to first give us an opportunity to resolve any claims by contacting us as set forth in subsection (a) above. If we are not able to resolve your claims within 60 days of receiving the notice, you may seek relief through arbitration or in the Small Claims Tribunals of England ("SCT"), as set forth below.

c. Arbitration Procedure.

Either you or AOFEX may submit a dispute (after having made good faith efforts to resolve such dispute in accordance with subsections (a) and (b) above) for final, binding resolution by arbitration under the arbitration rules of the London Court of International Arbitration ("LCIA"), which are deemed to be incorporated by reference. The arbitration tribunal shall consist of a sole arbitrator to be appointed by the President of SIAC. The language of the arbitration hearings shall be English and the seat, or legal place, of arbitration shall be England. **Judgment on any arbitral award may be entered in any court having jurisdiction over the party (or the assets of the party) due and owing such award.**

d. Exceptions.

Either party may instead choose to assert the claims in the SCT if the claims fall within the jurisdiction of the SCT, and either party may seek injunctive relief or other urgent equitable relief in a court of competent jurisdiction. However, for the avoidance of doubt, where the claims fall outside of the jurisdiction of the SCT, the claims will be referred to and finally resolved by LCIA arbitration.

e. Notice.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claims to AOFEX Prospect way royal oak industrial estate ,Daventry ,Northamptonshire ,UK, NN118PL. If we request arbitration against you, we will give you notice at the email address or street address you have provided. SIAC Rules and filing instructions are available at <http://www.siac.org.sg/our-rules> or by calling +65 6713 9777.

f. Controlling Law.

This Agreement is governed by the law of England except for its conflicts of laws principles, unless otherwise required by a mandatory law of any other jurisdiction.

15. Prompts

If your transaction causes the freezing of funds of OTC merchants or other users (including but not limited to, bank cards, Alipay, WeChat wallet, etc.):

(1) If the merchant's funds are frozen for less than half a year, AOFEX has the right to freeze your transaction account without any notice, and require you to provide all necessary transaction information, including but not limited to providing KYC materials in the form of video (please refer to AOFEX KYC and Anti Money Laundering Agreement), capital flow, etc. If the merchant's funds unfreeze successfully, you can apply to AOFEX for unfreezing the transaction account.

(2) If the merchant's funds are frozen for more than half a year, AOFEX has the right to require you to provide additional assets as trading margin in addition to the rights stipulated in paragraph 1 of this article.

16. Miscellaneous

a. Independent Parties.

AOFEX is an independent contractor and not an agent of you in the performance of these Terms. These Terms not to be interpreted as evidence of an association, joint venture, partnership, or franchise between the parties.

b. Entire Agreement.

These Terms constitute the entire agreement between the parties regarding use of the Services and will supersede all prior agreements between the parties whether, written or oral. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of these Terms.

c. Force Majeure.

AOFEX will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond AOFEX's reasonable control.

d. Severability.

If any portion of these Terms are held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the

invalid or unenforceable portion will be given effect to the greatest extent possible.

e. Assignment.

You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. AOFEX may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

f. Waiver.

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