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# User Agreement

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## User Agreement

CyberBank Electronic Communication Network and CyberBank Digital Asset Exchange (“CyberBank”) is registered and operated by Modern Nomads International Limited Incorporated, a company incorporated and governed by the laws of the Republic of Seychelles (the “Company”) and its subsidiaries, and which operates the website <https://www.CyberBank.com> (hereinafter referred to as the “Website”).

The Website is an electronic communication network platform dedicated to the transaction of digital assets and the provision of related services (hereinafter referred to as the “ Services”).

Should you have any questions or comments, please feel free to contact us at: [info@cyberbank.co](mailto:info@cyberbank.co)

## Section A: Purpose

### 1. User Agreement

This User Agreement, together with all written agreements (including any amendments, supplements and/or notices, as published from time to time on this website) (the “Agreement”) sets out the terms and conditions for access and use of the Website.

[Help](#)

You must agree to all of the terms and conditions of this User Agreement. If you do not agree,

please immediately discontinue access to, and use of, this site and any associated services thereunder.

This User Agreement applies to Users and Members (as defined below). Please read this User Agreement carefully and consult a professional for advice, if needed.

If you are under the age of eighteen (18) or the legal age for entering legally binding contracts under applicable laws, you are not permitted to use this website or any associated services.

By continuing to access or use the Website, you indicate that you are (18) years of age or older and have the legal capacity to enter legally binding contracts under applicable laws. Misrepresentation of your age to gain access to the Website or the associated services will result in a ban of the use and access to this Website.

By accessing and using this Website, you hereby acknowledge and agree to be bound by and to comply with, all the terms of this Agreement.

## **2. Modifications of Agreement**

This Agreement may be amended and supplemented from time to time by the Company in its sole and absolute discretion and will be published on the Website. Your continuing access to and/or use of the Website and any Services at or after the relevant amendments take effect will be deemed by the Company as your acceptance of the amended agreement. If you do not accept the amended agreement, please immediately delete your account and stop using and/or access this Website and its Services.

## **Section B: General**

### **1. Interpretation and meaning of terms in this User Agreement**

1.1 In this Agreement,

The Company and the Website are referred to as "we" and/or any and all other applicable forms of first-persons pronouns;

All persons (natural or otherwise) who access the Website are "Users" of the Website (or singular "User").;

All persons who register and logon to the Website are "Members" of the Website (or singular "Member");

Users and Members shall also be referred to as "you" and/or any other applicable forms of the second-person pronouns;

You and us are collectively referred to as "both parties", and individually as "one party";

"Group" means the Company and all of its subsidiaries or associated companies and "Member of the Group" or "Group Member" or "Group Company" shall be construed accordingly.

1.2 Headings. All headings herein are exclusively for the convenience of wording and are not intended to expand or limit the content or scope of the terms and conditions of this Agreement.

1.3 References to "other", "include" and "including" shall not limit the generality of the provision in which they appear although they may specify a particular class of acts or matters.

1.4 References to any law, rule or code or regulation shall be construed as references to those provisions as replaced, modified or re-enacted from time to time.

1.5 References to the singular shall include the plural and vice versa.

All content on this Website may be available in multiple languages for the convenience of Users and Members. In the event of a conflict between different language versions, or any omission in any of the different language versions, the English version shall prevail.

## **2. IMPORTANT NOTICE: GENERAL RISK WARNING**

2.1 The risk warning set out herein is not exhaustive and you should carefully consider your investment experience, financial situation, investment objective, risk tolerance level and/or consult professional advisers as to the suitability of your situation prior to making any investment(s) in digital assets;

2.2 Digital assets themselves are not backed, supported, offered, sponsored, endorsed or promoted by any government, central bank, sovereign wealth fund, financial institutions, corporations, the Website or the Company;

2.3 Digital Assets are speculative and involve a high degree of risk. The value of digital assets is completely derived by market forces, and they are more volatile than traditional investments.

2.4 Trading in cryptocurrencies comes with significant risks, including volatile market price swings or flash crashes, market manipulation, and cybersecurity attacks. In addition, cryptocurrency markets and/or exchanges are generally not regulated or not regulated with the same controls or customer protections available in traditional markets such as equities, FX, commodities and fixed income.

You could lose all or a substantial portion of your investment. You must have the financial ability

You could lose all or a substantial portion of your investment. You must have the financial ability, sophistication/experience and willingness to bear the risks of such losses;

2.5 The prices of digital assets fluctuate, sometimes dramatically due to a number of factors including but not limited to the fact that digital assets are traded throughout the day without limits on the rise or fall in price, market makers and global government policies may cause major fluctuations in their prices and market manipulation may occur due to illegal, immoral or malicious behavior of market participants causing significant volatility in their prices;

2.6 While diversification may help spread risk it does not assure a profit, nor protect against losses. There is always the potential of losing money when you invest in digital assets. Investors should consider their investment objectives and risks carefully before investing;

2.7 The price of a digital asset may move up or down, and may become completely valueless; it is equally as likely that losses will be incurred than profit made as a result of investing and/or trading digital assets;

2.8 The price of digital assets may also be significantly affected due to market misconduct by market participants including but not limited to price rigging, market manipulation, market abuse, cybersecurity attacks or other malicious or illicit behaviour;

2.9 Under certain market conditions, it may be difficult or impossible to liquidate a position quickly at a reasonable price. This can occur, for example, when the market for a particular cryptocurrency suddenly drops, or if trading is halted due to recent news events, unusual trading activity, or changes in the underlying cryptocurrency system;

2.10 Past performance of digital assets is not an indication of future performance;

2.11 In preparing the Website and its content, individual circumstances have not been taken into account and it may, therefore, not be applicable to a User's or Member's situation. The Website was prepared in good faith and we accept no liability whatsoever for any errors and/or omissions;

2.12 The Company does not make any representations regarding the advisability of investing in digital assets. Any decision to invest and/or use the Website is solely your own;

2.13 You acknowledge and understand that you face Counterparty risk. The risk that a party connected to an investment or transaction may be unable to meet its commitment and as such you may risk losing all or part of your investment. This Website and the Company make no representations in relation to the trustworthiness, creditworthiness or other reputational good standing of any of its Users or Members and you agree to bear any and all risks associated with transacting and/or trading on the Website;

2.14 While the Website can be accessed worldwide, not everyone should access this Website. As such, the information provided and the products and/or Services accessible through this Website are respectively only intended for use by persons in a country where such access and/or use would not

respectively only intended for use by persons in a country where such access and/or use would not be contrary to local law or regulation. If you choose to access this Website from any location then you do so on your own initiative and at your own risk. It is your sole responsibility to ascertain the terms of use and comply with any local law or regulation to which you are subjected to; however in accordance with clause 2.15 below, the Company may suspend or terminate your account or use of Services as set out in this User Agreement;

2.15 Notwithstanding clause 2.14 above, this Website should not be accessed by Singapore or US residents. Any User or Member found to be a Singapore or US resident will have their account terminated; and

2.16 The Company or the Website may suspend or terminate (a) your account or use of the Website, or (b) the processing of any digital asset transaction, at any time, if it determines in its sole discretion that you have violated the Agreement (or any other agreement including not limited to the Risk Disclosure Statement, Conditions for Access and Use, Legal Statement, Privacy Policy and any other terms as published on this Website) or that its provision or your use of the Website or any of its Services in your jurisdiction is unlawful; and

2.17 Digital assets trading is highly risky and therefore may not be suitable for the vast majority of people. You acknowledge and understand that investments in digital assets may result in partial or total loss of your investment and therefore you are advised to decide the amount of your investment on the basis of your loss-bearing capacity. You acknowledge and understand that digital assets may generate derivative risks. As such you are advised to seek assistance from a financial adviser prior to entering into any such transactions.

Apart from the above risks, there may also be unpredictable risks. Therefore, you are advised to carefully consider and use clear judgment to assess your financial position and the abovementioned risks before making any decisions on buying and selling digital assets and acknowledge and understand that any and all losses arising therefrom will be borne by you and we shall not be held liable in any manner whatsoever.

The Website and any information contained herein is not intended to be a source of advice or recommendation with respect to any digital assets and/or investments therein, and any and all information contained in the Website does not constitute advice, recommendation or otherwise.

You acknowledge, agree and understand the risks as set out above and hereby warrant and represent that you are capable of bearing any and all losses associated with and/or arising out of or in connection with such risks.

### 3. TERMS AND CONDITIONS

3.1 This Website is only intended to serve as a venue for you to obtain digital asset information, find trading counterparties, hold negotiations and effect transactions of digital assets. This Website does not participate in any of your transactions. You must carefully assess the suitability, authenticity, legality and validity of any relevant digital assets and/or information, and be capable of solely bearing the responsibilities, liabilities and losses that may arise therefrom.

3.2 All opinions, information, discussions, analyses, prices and other information (together the “Information”) on this Website are provided for general information purposes only; such as providing a general market overview only and does not in any way constitute any form of advice (investment or otherwise), and as such should not be relied upon. We under no circumstances guarantee the quality, accuracy or completeness of any Information on this Website. Any content published on the Website is done so in good faith. We do not bear any responsibility for any losses (including but not limited to any loss of profits) arising directly or indirectly from your reliance on any Information on this Website.

3.3 The content of this Website may be changed from time to time, in the sole discretion of the Company, and without notice to you. We have taken reasonable measures to ensure the accuracy of the content on this Website; however, we do not guarantee the accuracy or completeness of such content, or bear any losses arising directly or indirectly from the content of this Website or from any delay or failure caused by failure to link up with the internet, transmit or receive any updates, notice and information;

3.4 Using internet-based trading systems involves risks, including but not limited to failures in software, hardware or internet links. In view of the fact that we cannot control the reliability and availability of the Internet, we will not under any circumstances be responsible or liable for any distortion, delay and link failure;

3.5 <https://www.CyberBank.com> is the sole official external information release platform for this Website;

3.6 No Services on this Website may be paid for by credit card or fiat currency;

3.7 It is prohibited to use this Website to engage in any illegal activities (whether directly or indirectly) including but not limited to illegal transactions or illegitimate activities, such as money laundering, smuggling (including the offer to/for purchase of or sale of illegal goods or services) and commercial bribery. In the event that this Website suspects any illegal activities or any such illegal activities are uncovered, this Website will adopt all available measures, including but not limited to freezing the offender’s account and/or notifying the relevant authorities; and we will not assume any responsibilities or liability arising out of or in connection therewith. We reserve the right to hold the

relevant persons accountable; and

3.8 It is prohibited to use this Website for the purpose of malicious manipulation of the market, improper transactions or any other illicit trading activities. Where any such illicit trading activities are uncovered, this Website will adopt such preventive and protective measures to the full extent of the law including but not limited to warning, restricting trading, liquidating and closing accounts against any and all such malicious manipulation of prices, maliciously influencing the trading system and any other illicit behaviors. We do not assume any of the responsibilities or liability arising out of or in connection therewith and reserve the right to hold relevant persons accountable.

#### 4. General Provisions

4.1 This Agreement consists of the Section A: Purpose, Section B: General, Section C: Miscellaneous and Section D: Understanding Your client and Anti-Money-Laundering Policy (“AML Policy”) (as well any amendments, supplements or other written agreements as published on this Website such as the Risk Disclosure Statement, Conditions for Access and Use, Legal Statement, Privacy Policy as well as any other rules, statements, instructions, guidelines, notices and other information that this Website may publish from time to time).

4.2 Before using this Website or the Services, you must carefully read and understand this Agreement and all other applicable agreements (including but not limited to those set out above in 4.1.), and consult your professional advisors as may be needed. If you do not agree to the terms and conditions of this Agreement (and/or any amended Agreement from time to time) you should NOT use or access this Website and delete your account immediately. Upon your use or access to this Website or use of any Services offered by this Website, it shall be deemed that you have fully accepted to be bound by and to comply with all the terms of this Agreement.

4.3 Registration. You are required to register in order to use and access this Website in accordance with the requirements as set out under heading “5. Registration” below. After filling in the relevant information on the user registration page and completing any other relevant required procedures in accordance with the requirements of this Website, you will successfully have registered yourself with this Website. You accepting and clicking on the "I understand and agree to User Agreement" button, shall form a final, conclusive and legally binding agreement between both parties, and you warrant and represent that the absence of your handwritten signature will not affect the legality or validity of this Agreement.

4.4 Password. After successful registration, you will receive a member account and corresponding password (together the “Login”). You must keep the Login issued to you confidential and secret. You must ensure that it is only used by the individual or system for whom it has been issued. You are liable for all use or misuse of any such Login. You shall be liable for all activities and events carried

out through your member account. You shall notify us immediately if you suspect that the security or functionality of any Login or any function on this Website has been compromised.

4.5 By registering as a Member of this Website and using any of the Services and/or functions offered by this Website, you hereby expressly confirm, warrant and represent that:

4.5.1 you accept to be bound by and comply with all terms and conditions of this Agreement;

4.5.2 you confirm that you have attained the age of 18, or another statutory age for legally entering into contracts as is required by applicable laws, and you further confirm that you have sufficient legal and mental capacity to accept these terms and conditions, enter into transactions and to use this Website;

4.5.3 your registration with this Website, use or access to this Website, release of information (personal or otherwise) on this Website and other behaviors indicating your acceptance of the Services offered by this Website shall comply with all relevant laws and regulations of the sovereign state or region that has jurisdiction over you;

4.5.4 you undertake that all your digital assets involved in transactions hereunder were legally acquired and are owned by you;

4.5.5 you agree to undertake any and all liabilities, costs and expenses for your own transaction and non-transaction activities as well as any and all profits and losses arising out of or in connection therewith;

4.5.6 you acknowledge and agree that we are not soliciting any action based upon the use of this Website;

4.5.7 you acknowledge and agree that we do not make any recommendations as to the suitability of any investment or proposed digital asset transaction. You acknowledge that we will not and are under no duty to, provide any advice or recommendation in relation to any transactions or proposed transaction facilitated, executed, placed or routed through this Website;

4.5.8 you acknowledge and agree that (a) this Website and/or the Company and its Group Companies are not and will not be the basis for any of your investment or trading decisions and (b) you are solely responsible for (i) any investment or trading decisions you make with respect to products or Services available via this Website and (ii) determining whether any transaction is suitable, appropriate or advisable for you;

4.5.9 you acknowledge and agree that these Terms and Conditions do not constitute an offer to sell or a solicitation of an offer to buy digital assets or digital asset derivatives;

4.5.10 you confirm that the information provided at the time of registration is complete, true and accurate;



4.5.11 you agree to comply with any and all applicable and relevant laws, including the reporting of any transaction profits for tax purposes;

4.5.12 you agree that you will not or not cause another on your behalf, to engage in or participate in any act or activity that damages the interests of this Website or the Company, whether or not in connection with the Services provided by this Website;

4.5.13 you agree not to engage, undertake or be an accomplice to any illegal or illegitimate activities and you further agree to report any suspicion or known instances of illegal or illegitimate activities by other Users or Members of this Website; and

4.5.14 this Agreement is only binding on the rights and obligations between you and us, and does not involve legal relations and legal disputes arising from and relating to the transaction of digital assets amongst and between the Users of this Website, and between other websites and you.

## 5. Registration

5.1 Eligibility for Registration. You confirm, warrant and represent that you are a natural person, legal person or other organization with (a) the ability and capacity to understand, agree and sign and/or execute this Agreement, (b) the ability to use the Services of this Website, (c) who will only use the Website in compliance with all applicable laws and only in the manner as is permitted by this Website. Upon clicking on the agree button, it shall be final and conclusive evidence that you or your authorized persons understands and agrees to the terms and conditions of this Agreement. Should you permit an authorized agent to use your Login, you warrant and represent that your authorized agent will register with this Website and provide evidence to this Website that such authorised agent is permitted to use this Website on your behalf. You and your authorized agent shall bear all consequences (including loss of profit) of any such usage by such authorized agent, (or any failures to register an authorized agent), and the Company reserves the right to cancel or permanently freeze your account and to hold you and your authorized agent accountable for any losses or damages hereunder.

5.2 Non-violation of Laws. You confirm and warrant that registering with this Website does not violate any applicable laws or regulations and you further warrant and represent that your purpose for registration and membership with this Website is not to (a) violate any of the applicable laws or regulations or (b) undermine the order of digital asset transactions on this Website or (c) cause any harm whatsoever to this Website or the Company.

### 5.3 Registration Process

5.3.1 You agree to provide a valid email address, a mobile phone number (“Registered Number”) and other information in accordance with the requirements on the user registration page of this Website (hereinafter referred to as “User Information”). You can use the email address, mobile phone number or any other User Information permitted by this Website to log in to this Website. Where it is necessary and in accordance with the requirements of (a) applicable laws and regulations of relevant jurisdictions (including any anti-money laundering rules and regulations or regulatory requests) or (b) the Terms of Privacy and/or AML Policy, you shall immediately provide your real name, identity card and any other information as requested by this Website. Failure to provide any such information to the Company or Website upon request will lead to suspension of your account and/or permanent deletion of your account. You must continuously and constantly update your registration data in a timely, detailed and accurate manner. Failure to do so will result in suspension of your account and/or permanent deletion of your account. All User and Member submitted data may constitute registration information. You shall be responsible for the authenticity, integrity, completeness and accuracy of such information and bear any direct or indirect losses and adverse consequences arising out of or in connection therewith.

5.3.2 If any applicable laws, regulations, rules, orders and other regulatory requirements of any applicable laws or regulations require that mobile phone accounts are registered to real names, you hereby confirm that the mobile phone number you provide for registration purposes has gone through the real-name registration procedure in compliance with applicable laws. If you cannot provide such a mobile phone number, any direct or indirect losses and adverse consequences arising out of or in connection therewith and affecting you shall be borne solely by you.

5.3.3 After you provide the required registration information in a legally and regulatory compliant, complete and valid manner we will assess such information. If such information passes relevant verification, you shall be provided with a Login to this Website. Upon obtaining such Login, your registration is complete after which you can log into this Website as a Member.

5.3.4 You agree to receive emails and/or short messages sent by this Website.

## **6.Services**

6.1 Services. This Website is an electronic network communication platform which provides for digital asset transaction activities (including but not limited to digital asset trading and digital asset derivatives transactions.). This Website does not participate in the transaction of digital assets as a buyer or seller. This Website does not provide any Services relating to the conversion, replenishment and/or withdrawal of the legal currency of any country.

## **6.2 Content of Services**

6.2.1 You may (a) browse any real-time quotes and transaction information of digital asset products on this Website, (b) submit digital asset transaction instructions and (c) execute and/or complete digital asset transactions on or through this Website.

6.2.2 Other Services or activities listed on this Website from time to time.

### 6.3 Services Rules

6.3.1 You warrant and represent to comply with the provisions of all applicable laws, regulations, rules, and policy requirements, and ensure the legality of the source of all your digital assets in your account. You shall refrain from engaging in any and all illegal activities or other activities that damage the rights and interests of this Website, Company or any third party, including but not limited to sending or receiving information that is illegal, illicit or infringes on the rights and interests of any other person, sending or receiving pyramid scheme information or information or remarks causing other harms, unauthorized use or falsification of any information, trademark, copyright or other intellectual property of this Website, market abuse or manipulation, cybersecurity attacks such as hacking or any other activities which cause harm to this Website, the Company and other natural or legal person;

6.3.2 You warrant and represent to keep confidential and secure your Login, password of your financial transactions (if any), your Registered Number, and any verification codes received via your Registered Number (together hereinafter referred to as “Passwords”). You shall be solely responsible for any and all transactions or operations carried out on or through your account with the use of your Passwords, as well as all consequences of such transactions or operations including any losses arising out of in connection herewith. You shall notify us immediately if you suspect that the security or functionality of any Passwords has been compromised and you may request that this Website temporarily suspend the Services to your account. This Website does not bear any liability for the consequences that have arisen before or after such action is taken, including but not limited to any loss that you may sustain. You may not assign your account with this Website to any other person by way of donation, lending, leasing, transfer or otherwise without the consent of this Website;

6.3.3 You agree to take any and all responsibility for all activities (including but not limited to information disclosure, information release, online click-approving or submission of various agreements including acceptance of rules, online renewal of agreements, purchase agreements or other Service agreements) using your Login;

6.3.4 You may not maliciously interfere with the normal proceeding of any digital asset transaction (whether your transactions or third parties) or disrupt any transaction orders. Furthermore you may not use any technical means or other means to interfere with the normal operation of this Website or interfere with the other Users' or Members' use of the Services so as to cause any harm, disruption

and/or collapse of this Website;

6.3.5 You may not without the prior written consent (i) use the name of the Company and/or this Website, the name of any affiliated or group Company, or any trade name, trademark, trade device service mark, symbol or any abbreviation, contraction or simulation of the Company and/or this Website or its affiliates in advertising, publicity or otherwise; or (ii) represent (directly or indirectly) that any product or any Service provided by you has been approved or endorsed by us;

6.3.6 If any dispute arises between you and any other user in connection with any transactions conducted on or through this Website, you acknowledge and agree that this Website will only release and/or disclose any relevant information in such a dispute if requested by an applicable court of competent jurisdiction;

6.3.7 All taxes payable as well as all fees relating to hardware, software and Services that are incurred by you in the course of using this Website shall be solely borne by you and are set out in the Fee Schedule as published by this Website; and

6.3.8 You shall abide by this Agreement and any and all other terms of Services and operating rules that this Website may release from time to time, and you have the right to terminate your use of the Services provided by this Website at any time.

## **6.4 Product Rules**

6.4.1 Rules for trading products. By logging on, using and accessing this Website, you undertake, warrant and represent that you will comply with all rules, policies and procedures of this Website and including but not limited to the following:

6.4.1.1 Browsing transaction information. When you browse the transaction information on this Website, you should carefully read all the content in the transaction information, including but not limited to the price, consignment, handling fee, buying or selling direction; and you must understand and accept all the contents contained in the transaction information before you click on the button to proceed with the transaction.

6.4.1.2 Submission of Commission. After browsing and verifying the transaction information, you may submit your transaction commissions. After you submit the transaction commission, it shall be deemed that you authorize this Website to broker you for the corresponding transactions, and this Website will automatically complete the matchmaking operation when there is a transaction proposal that meets your price quotation, without prior notice to you.

## **7. Rights and Obligations of this Website**

7.1 The Company and this Website have the right to refuse your registration and/or membership to this Website for whatever reason in their sole and absolute discretion. If you have already registered, this Website shall have the right to revoke your member account, and this Website reserves the right to hold you or your authorized agent(s) accountable.

7.2 If this Website determines in its sole and absolute discretion, that you or your associated account user is not suitable for any investment conducted on or through this Website, we have the right to suspend or terminate the use of your account and all associated accounts thereof.

7.3 If this Website is notified, suspects or determines that the User or Member of an account is not the officially registered and/or initial registrant of that account, this website shall have the right to suspend or terminate the user's access to that account and/or freeze, suspend or delete the account.

7.4 If we suspect, whether by means of technical testing or manual sampling, or otherwise, that the information you have provided is false, wrong, untrue, invalid or incomplete, this Website has the right to request that you immediately correct or update the information, and/or suspend or terminate the supply of the Services to you.

7.5 This Website shall have the right, at any time, to correct any information displayed on this Website.

7.6 This Website reserves the right to modify, suspend or terminate the Services offered by this Website, at any time, and the right to modify or suspend the Service without prior notice to you; if this Website terminates one or more of the Services offered, such termination will take effect on the date of announcement of such termination on the Website. This Website will not be reasonable and shall not bear any losses resulting from such modification, suspension or termination of Services.

7.7 If you fail to log into this Website using your member account number and password for an uninterrupted period of one year, this Website shall have the right to revoke your account. After your account is revoked, this Website shall have the right to offer the member name represented by such account to other applicants.

7.8 This Website has the right to delete all kinds of content and information which does not conform to applicable laws and regulations or the rules of this Website at any time, and the exercise of this right by this Website is not subject to prior notice to you.

7.9 In accordance with applicable laws, regulations, rules, orders, this Website has the right to, request from you more information or data, and to take reasonable measures to meet the requirements of the local standards of where you reside. You acknowledge and agree to provide proper assistance to such requests or measures; this Website shall have the right to suspend or

permanently terminate your access to this Website as well as part or all of the Services offered by this Website should you not comply herewith.

## 8. Indemnity

8.1 You shall hold harmless and indemnify us (including our directors, officers, employees and advisers) against all claims, damages or losses (financial or otherwise) arising from your use, access and entry into or of this Website (including breaches of security of this Website) and any claims by third parties in relation to your use of this Website.

9. Injunctive Relief. Both parties acknowledge and agree that common law remedies for breach of contract may be insufficient to cover all the losses that may be sustained by us; therefore, in the event of a breach of contract or a potential breach of contract, the non-breaching party shall have the right to seek injunctive relief as well as all other remedies to the maximum extent permitted under common law or equity.

## 10. Limitation and Exemption of Liability

10.1 You understand and agree that, you will be bear sole and absolute responsibility and will not hold us liable for the following:

10.1.1 loss of income;

10.1.2 loss of transaction profits or contractual losses;

10.1.3 disruption of the business;

10.1.4 loss of expected digital currency losses;

10.1.5 loss of information;

10.1.6 loss of opportunity, damage to goodwill or reputation;

10.1.7 damage or loss of data;

10.1.8 cost of purchasing alternative products or Services;

10.1.9 any indirect, special or incidental loss or damage arising from any infringement (including negligence), breach of contract or any other cause, regardless of whether or not such loss or damage may reasonably be foreseen by us, and regardless of whether or not we are notified in advance of the possibility of such loss or damage; and

10.1.10 Items 8.1.1 to 8.1.9 are independent of each other.

10.2 You further understand and agree that we shall not be held liable for any damages caused by any of the following events:

10.2.1 Where we are properly justified in believing that your specific transactions may involve any serious violation or breach of law or agreement;

10.2.2 Where we are reasonably justified in believing that your conduct on this Website is suspected of being illegal or immoral;

10.2.3 The expenses and losses arising from the purchase or acquisition of any data, information or transaction, etc. through the Services offered by this Website;

10.2.4 Your misunderstanding of the Services offered by this Website; and

10.2.5 Any other losses related to the Services provided by this Website, which cannot be attributed to us.

10.3 Where we fail to provide the Services or delay in providing such Services due to information network equipment maintenance, information network connectivity failures, errors in computer, communications or other systems, power failures, weather conditions, unexpected accidents, industrial actions, labor disputes, revolts, uprisings, riots, lack of productivity or production materials, fires, floods, storms, explosions, wars, failure on the part of banks or other partners, collapse of the digital asset market, actions by government, judicial or administrative authorities, other acts that are not within our control or beyond our inability to control, or due to causes on the part of third parties, we shall not assume any responsibility for such failure to provide service or delay in providing Services, or for the resultant loss you may sustain as a result of such failure or delay.

10.4 We cannot guarantee that all the information, programs, texts, etc. contained in this Website are completely safe, free from the interference and destruction by any malicious programs such as viruses, trojans, hackers etc., therefore, your log-into this Website or use of any Services offered by this Website, download of any program, information and data from this Website and your use thereof are your personal decisions and therefore you shall bear the any and all risks and losses that may possibly arise out of or in connection herewith.

10.5 We do not make any warranties and representations in connection with any of the information, products and business of any third party websites linked to this Website, as well as any other forms of content that do not belong to us; your use any of the Services, information, and products provided by a third party website is your personal decision and therefore you shall assume any and all the responsibilities and liabilities arising out of or in connection therewith.

10.6 We do not make any explicit or implicit representations or undertakings regarding your use of the Services offered by this Website, including but not limited to the applicability, guarantee of freedom from error or omission, consistency, accuracy, reliability, and applicability to a specific purpose, of the Services provided by this Website. Furthermore, we do not make any commitment or

guarantee in connection with the validity, accuracy, correctness, reliability, quality, stability, integrity and timeliness of the technology and information covered by the Services offered by this Website.

The decision to log in to this Website or use the Services provided by this Website is your sole personal decision and therefore you shall bear all the risks and possible losses arising out of or in connection with such decision. We do not make any explicit or implicit representations in connection with the market, value and price of digital assets; you understand and acknowledge that the digital asset market is unstable, that the price and value of assets may fluctuate or collapse at any time, and that the transaction of digital assets is based on your personal free will and decision and therefore you shall assume any and all risks and losses that may possible arise out of or in connection therewith.

10.7 The guarantees and undertakings specified in this Agreement (if any) shall be the only guarantee and statements that we make in connection with the Services provided by us under this Agreement and through this Website, and shall supersede any and all the warranties and commitments arising in any other way and manner, whether in writing or in words, express or implied. Any such guarantees and statements represent only our own commitments and undertakings and do not guarantee any third party's compliance with the guarantees and commitments contained in this Agreement.

10.8 We do not waive any of the rights not mentioned in this Agreement and to the maximum extent permitted by the applicable law, to limit, exempt or offset our liability for damages.

10.9 Upon your registration of your account with this Website, it shall be deemed that you approve any and all operations performed by us in accordance with the rules set forth in this Agreement, and any and all risks arising from such operations shall be assumed by you.

## **11. Termination of Agreement**

11.1 This Website shall have the right to cancel your account with this Website in its sole and absolute discretion, which shall also terminate this Agreement.

11.2 This Website shall have the right to terminate all Service offered by this Website to you in accordance with this Agreement, and this Agreement shall terminate on the date of termination of all Services offered by this Website to you.

11.3 After the termination of this Agreement, you do not have the right to require this Website to continue to provide you with any Service or perform any other obligation, including, but not limited to, requesting this Website to keep or disclose to you any information in your former original account, or to forward to you or any third party any information therein that is not read or sent.

11.4 The termination of this Agreement shall not prevent the observant party from demanding the breaching party to assume other liabilities



breaching party to assume other liabilities.

## 12. Intellectual Property

12.1 All intellectual property included in this Website, including, but not limited to, website logos, databases, website design, text and graphics, software, photos, videos, music, sounds and any combinations of the aforementioned files, and the intellectual property rights of software compilation, associated source code and software (including small applications and scripts) shall be owned by this Website. You may not copy, modify, copy, transmit or use any of the foregoing materials or content for commercial purposes.

12.2 All rights contained in the name of this Website (including but not limited to business goodwill and trademarks, logos) shall be owned by the Company.

12.3 Upon accepting this Agreement, it shall be deemed that you, on the basis of your own free will, have transferred and assigned exclusively and free of charge to this Website all copyright of any form of information that you publish on this Website, including, but not limited to copyrights, distribution rights, lease rights, exhibition rights, performance rights, projection rights, broadcasting rights, information network dissemination rights, shooting rights, adaptation rights, translation rights, compilation rights and other transferable rights that copyright owners are entitled to, and this Website shall have the right to sue for any infringement on such copyright and obtain full compensation for such infringement. This Agreement shall apply to any content that is published by you on this Website and is protected by copyright law, regardless of whether the content is generated before or after the signing of this Agreement.

12.4 You shall not illegally use or dispose of the intellectual property rights of this Website or any other person during your use of the Services offered by this Website. For any information that you publish on this Website, you may not publish or authorize other websites (or media) to use such information in any manner whatsoever.

12.5 Your Login to this Website or use of any of the Services offered by this Website shall not be deemed as our transfer of any intellectual property to you.

13. Amendments and supplements to this Agreement. We reserve the right to amend and/or supplement this Agreement from time to time, and disclose any such amendment or supplement by way of announcement on the Website without sending a separate notice to you in connection with any changes to your rights and obligations. It is your responsibility to keep up-to-date with any amendments, terms, supplements, policies, guidelines and other information which set out rules, responsibilities, rights and terms and conditions between both parties. The date of the amendment will be indicated on the first page of any amendment agreement or supplement. Any amendment agreement will take effect immediately upon announcement on the Website. You shall browse this Website from time to time and follow information on the time and content of amendments, supplements, guidelines, notices, policies and procedures, if any, made to this Agreement. If you do

supplements, guidelines, notices, policies and procedures, if any, made to this Agreement. If you do not agree with the amendments, you must immediately stop using the Services offered by this Website and delete your account; if you continue to use the Services offered by this Website, it shall be deemed that you have accepted and agreed to be bound by and comply with any revised terms and conditions as contained in the amendment agreement.

## **Section C: Miscellaneous**

### **1. Data Collection and Use**

#### **13.1 Scope of Application**

13.1.1 When you register your account with this Website or use your account with this Website, you shall provide personal registration information in accordance with the requirements of this Website, including but not limited to your telephone number, email address, and identity card information.

13.1.2 When you use the Services offered by this Website, or visit this Website, this Website will automatically receive and record the server information of your web browser, including but not limited to the IP address and records on the web pages that you request to access.

13.1.3 The relevant data collected by this Website in connection with your transactions on this Website, including but not limited to transaction records.

13.1.4 Other personal information of yours legally obtained by this Website.

#### **13.2 Use of Information**

13.2.1 You agree that, upon successful registration with this Website this Website may collect and use any and all the information published, stored or uploaded by you on this Website; as is specified under 11.1 above, you acknowledge and agree that this Website can use your information for certain purposes, including but not limited to the following:

13.2.1.1 providing you with the Services offered by this Website.

13.2.1.2 Reporting or disclosing information to applicable regulatory authorities;

13.2.1.3 When you use Services offered by this Website, this Website will use your information for such legal purposes as identity authentication, customer Service, security, fraud monitoring, marketing & promotion, archiving, and backup, or joint promotion of this Website with a third party, so as to endeavor to ensure the security of the products and Services that this Website offers to you;

13.2.1.4 helping this website design new products and Services and improving the existing Services offered to you by this Website;

13.2.1.5 In order to enable you to understand the specifics of the Services offered by this Website, you agree to permit this Website to send to you marketing event information, commercial electronic information, and advertising information;

13.2.1.6 This Website may transfer or disclose your information to any third party that is not a related party of this Website, for the purpose of completing merger, division, acquisition or transfer of assets;

13.2.1.7 Software certification or management software upgrade;

13.2.1.8 Inviting you to participate in surveys in connection with the Services offered by this Website;

13.2.1.9 Data analysis relating to cooperation with government agencies, public affairs agencies, associations, etc;

13.2.1.10 For any and all other legal or regulatory purposes as is required by applicable regulators.

13.2.2 This Website will not sell or lend your personal information to any other person unless your permission is obtained in advance. This Website also does not allow any third party to collect, edit, sell or gratuitously spread your personal information in any manner whatsoever.

13.3 This Website shall keep confidential the customer identity information and transaction information that it obtains, and shall not provide any entity or individual with customer identification information or transaction information, except where any of the applicable laws, regulations, decrees, orders, etc., of relevant sovereign states or regions requires this Website to provide such information;

13.4 Transaction Calculation. All the transaction calculations are verified by us, and all the calculation methods have been posted on the Website, but we can not ensure that your use of this Website will not be disturbed or free from errors.

13.5 Export Control. You understand and acknowledge that in accordance with relevant laws of the Republic of Seychelles, you shall not export, re-export, import or transfer any material (including software) on this Website; therefore, you hereby undertake that you will not voluntarily commit or assist or participate in any of the above export or related transfer or other violations of applicable laws and regulations; if you uncover any of the aforementioned events, you will report to us and assist us in handling them.

13.6 Transfer. The rights and obligations agreed in this Agreement shall be equally binding on the assignees, the heirs, executors and administrators of the parties hereto who benefit from the rights and obligations. Without our written consent, you may not transfer to any third party any of your rights or obligations hereunder, provided, however, we may, at any time, assign our rights and obligations under this Agreement to any third party with thirty (30) days' notice to you.

13.7 Severability. If any provision of this Agreement is found unenforceable, invalid or illegal by any court of competent jurisdiction, the validity of the remaining provisions of this Agreement shall not be affected.

13.8 No Agency. Nothing in this Agreement shall be deemed to have created, implied or otherwise treated us as your agent, trustee or other representative, unless it is provided otherwise in this Agreement.

13.9 Waiver. Our or your waiver of the right to hold the other party liable for breaches of agreement or any other liability as is agreed upon in this Agreement shall not be construed or deemed as a waiver of the right to hold the other party for other breaches of contract; a failure to exercise any right or remedy shall not be construed in any way as a waiver of such right or remedy.

13.10 Applicable Law. This Agreement in its entirety is a contract concluded under the laws of the Republic of Seychelles, and relevant laws of the Republic of Seychelles shall apply to its establishment, interpretation, content and enforcement; Any claims or actions arising out of or relating to the Services agreed in this Agreement shall be governed and interpreted and enforced in accordance with the laws of the Republic of Seychelles. For the avoidance of doubt, this Clause shall be expressly applicable to any tort claim against us. The competent court or forum for any claim or action against us or in relation to us shall be in the Republic of Seychelles. You have unconditional access to exclusive jurisdiction in court proceedings and appeals in the courts of the Republic of Seychelles. You also unconditionally agree that the venue or competent court for any dispute or problem relating to this Agreement or any claim and proceeding arising from this Agreement shall be exclusively in the Republic of Seychelles. If any other business of this Website is subject to any special agreement on jurisdiction, such agreement shall prevail. The Doctrine of Forum Non-Convenience does not apply to the court of choice under these Terms and Conditions.

## **ENTRY INTO FORCE OF THE AGREEMENT BY CLICKING THROUGH**

This Agreement shall enter into full force and effect when you click through the registration page of this Website and shall be legally binding on you and this Website.

Section D: KNOW-YOUR-CUSTOMER AND ANTI-MONEY LAUNDERING POLICY (“AML POLICY”)

### **1. Preamble**

We ensure that we comply with know-your-customer and anti-money-laundering laws and regulations, and will not knowingly violate know-your-customers and anti-money-laundering policies.

To the extent of our reasonable control, we will adopt necessary measures and technology to provide you with Services that are safe and secure, so as to protect you against the loss caused by money laundering to the greatest extent possible.

Our know-your-customer and anti-money-laundering policies are a comprehensive system of international policies, including the know-your-customer and anti-money-laundering policies of the jurisdictions to which you are subject to. Our robust compliance framework ensures that we meet regulatory requirements and regulatory standards on both the local and global levels, and ensure the operational sustainability of our website.

## **2. Content of Our Know-Your-Customer and Anti-Money-Laundering Policies**

2.1 We promulgate and update know-your-customers and anti-money-laundering policies to meet the standards set by relevant laws and regulations;

2.2 We promulgate and update some of the guidelines and rules in connection with the operation of this Website, and our staff will provide you whole-process service in accordance with the guidelines and rules;

2.3 We design and complete the procedures for internal monitoring and transaction control, such as rigorous identity authentication procedures, and form a professional team responsible for anti-money laundering;

2.4 We adopt risk-prevention-based approach to carry out due diligence and continuous supervision in connection with customers;

2.5 Review and regularly inspect existing transactions;

2.6 To report suspicious transactions to the competent authorities;

2.7 Proof documents of identity documents, address certificates and transaction records will be maintained for at least six (6) years; if they are submitted to the regulatory authorities, let it be understood that a separate notice will not be provided to you; and

2.8 Credit cards are prohibited throughout the course of the transaction.

## **3. Identity Information and verification and confirmation of Identity Information**

## 3.1 Identity Information

3.1.1 In accordance with the laws and regulations of relevant jurisdictions and in light of the nature of entities concerned, the content of your information as is collected by us may vary, and in principle, we will collect the following information of yours if you register as an individual: Basic personal information: your name, address (and permanent address, if the two are different), date of birth and nationality, and other information available. Identity authentication shall be based on documents issued by the official or other similar authorities, such as passports, identity cards or other identity documents as are required and issued by relevant jurisdictions. The address you provide will be validated in an appropriate manner, such as checking the fare ticket of means of transportation you use, your interest rate bills, or voter register. Valid photo: before you register, you must provide a photograph showing you holding your identity document in front of your chest; Contact information: telephone/mobile phone number and valid email address.

3.1.2 If you are a company or any other type of legal entity, we will collect the following information of yours to determine the final beneficiary of your account or your trust account. Your corporation enrollment and registration certificates of the company; a copy of the articles of association and memorandum of the company; the detailed certification materials of the ownership structure and ownership description of the company, and the decision of the board of directors on designating the authorized agent of the company responsible for the opening and execution of the account of the company with the website; the identity documents of the directors, major shareholders of the company as well as the authorized signatory for the company's account with the website, as are required to be provided in accordance with relevant rules; the company's main business address, and the company's mailing address if it is different from the main business address of the company. If the local address of the company is different from its main business address, the company shall be deemed to be a high-risk customer, and consequently the company will be required to provide additional documentation. Other certification documents, documents issued by competent authorities and other documents we may deem necessary in light of the laws and regulations of relevant jurisdictions and in light of the specific nature of your entity.

3.1.3 We only accept English versions of your identity information; if your identity information is not in English, you shall have your identity information translated into English and duly notarized.

## 3.2 Confirmation and Verification

3.2.1 You are required to provide both the front and back sides of your identity documents.

3.2.2 You are required to provide us with a photograph showing you holding your identity documents in front of your chest.

3.2.3 Copies of certification documents shall be checked against the originals thereof. Nonetheless,

if a trusted and suitable certifier person can prove that such copies are accurate and comprehensive duplicates of the originals thereof, such copies shall be deemed as acceptable. Such certifiers include ambassadors, members of the judiciary, magistrates, etc.

3.2.4 The identification the ultimate beneficiary and controller of the account shall be based on the determination of which individuals ultimately own or control the direct customer and/or to determining that the ongoing transaction is performed by another person. If you are a business enterprise, the identity of major shareholders thereof (for example, those holding 10 % or more of the voting equity in such business enterprise) shall be verified. Generally, a shareholder holding 25 % of the shares of the company will be deemed as involving an average level of risk, and the identity of the shareholder shall be verified; a shareholder holding 10 % or more of the voting rights or shares is deemed to be involving a high level of risk, and the identity of the shareholder shall be verified.

#### **4. Transaction Supervision**

4.1 We constantly set and adjust daily trading and cash withdrawal limits based on security requirement and actual state of transactions;

4.2 If the transaction occurs frequently in an account registered by you or is beyond reasonable circumstances, our professional team will assess and determine whether such transaction is suspicious;

4.3 If we identify a specific transaction as suspicious on the basis of our assessment, we may adopt such restrictive measures as suspending the transaction or denying the transaction, and if it is possible, we may even reverse the transaction as soon as possible, and report to the competent authorities, without, however, notifying you;

4.4 We reserve the right to reject registration applications by applicants that do not comply with the international standards against money laundering or who may be regarded as political and public figures; we reserve the right to suspend or terminate a transaction identified as suspicious based on our own assessment, which, however, does not breach any of our obligations and duties to you.



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