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User Agreement

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This website is a platform dedicated to users to conduct digital asset transactions and provide related services (hereinafter referred to as "the service" or "service"). For the convenience of the expression of this agreement, this website collectively uses "we" or other first-person address in this agreement. As long as the natural persons or other subjects who log on to the website are users of this website, the convenience of the expression in this agreement is to use "you" or other second-person pronouns below. For the convenience of the expression of this agreement, we and you are collectively referred to as the "two parties" in this agreement, and we or you are simply referred to as the "party".

Important hint:

We hereby remind you:

- 1 The digital asset itself is not issued by any financial institution or company or this website;
- 2 The digital asset market is new, unconfirmed, and may not grow;
- 3 Digital assets are mainly used by speculators, and the retail and commercial markets are relatively less used. Digital asset transactions are extremely risky. They are traded uninterrupted throughout the day and have no fluctuation restrictions. Prices are easily affected by market makers and global government policies;
- 4 If the company believes that you have violated this agreement based on its unilateral judgment, or the services provided by this website or your use of the services provided by this website are illegal according to the laws of your jurisdiction, the company has the right to suspend or terminate your account, or suspend or terminate your use of the services or

to suspend or terminate your account, or suspend or terminate your use of the services of digital asset transactions provided by this website at any time. Anyone located in the United States and Japan is prohibited from using the services provided by this website. Digital asset trading has extremely high risks and is not suitable for most people. You fully understand that this transaction may cause partial or total loss, so you should determine the amount of the transaction based on the degree of loss that you can bear. You fully understand that digital assets will generate derivative risks, so if you have any questions, it is recommended to seek professional advice first. In addition to the risks mentioned above, there will also be unpredictable risks. You should carefully consider and use clear judgment to evaluate your financial situation and the aforementioned risks before making any decision to buy or sell digital assets, and bear all losses arising therefrom. We are not responsible for this.

Warmly tell you:

- You understand that this website is only a place for you to obtain digital asset information, find trading parties, negotiate and conduct transactions on digital asset transactions. This website does not participate in any of your transactions, so you should carefully determine the relevant digital assets and/or the authenticity, legitimacy and validity of the information by yourself, and bear the responsibilities and losses arising therefrom.
- Any opinions, news, discussions, analysis, prices, suggestions and other information on this website are general market comments and do not constitute investment advice. We are not responsible for any losses arising directly or indirectly from reliance on this information, including but not limited to any loss of profits.
- The content of this website will be changed at any time without notice. We have taken reasonable measures to ensure the accuracy of the information on the website, but we cannot guarantee its accuracy, and will not be bear any responsibilities for losses directly or indirectly caused by delays or failures in linking to the internet, transmitting or receiving any notices and information.
- There are risks associated with the use of internet-based trading systems, including but not limited to the failure of software, hardware, and internet links. Since we cannot control the reliability and availability of the internet, we will not take any responsibility for distortions, delays and link failures.
- <https://www.zhenbi.pro> is the only official platform for publishing external information on this website.
- It is forbidden to use this website to engage in all illegal transaction activities or illegal acts such as money laundering, smuggling, commercial bribery, etc. If any suspected illegal transaction or illegal act is found, this site will adopt various methods that can be used, including but not limited to freezing accounts, notify relevant authorities, etc., we do not bear all the responsibilities arising therefrom and reserve the right to hold relevant persons accountable.
- It is forbidden to use this website to conduct malicious market manipulation, improper transactions and other unethical trading activities. If such incidents are found, this website

transactions and other unethical trading activities. If such incidents are found, this website will take warnings and restrict transactions for all unethical behaviors such as malicious price manipulation and malicious influence on the trading system. For preventive protection measures such as closing accounts, we do not assume all the responsibilities arising therefrom and reserve the right to hold relevant parties accountable.

1. General

- 1.1 "User Agreement" (hereinafter referred to as "this agreement" or "the terms and conditions"), consisting of the main text, "Privacy Policy", "Know Your Customer and Anti-Money Laundering Policy" and various rules, declarations, instructions, etc. has been published on this website or may be published in the future.
- 1.2 Before using the services provided on this website, you should read this agreement carefully. If you do not understand anything or if it is necessary, please consult a professional lawyer. If you do not agree to this agreement and/or modify it at any time, please immediately stop using the services provided by this website or stop logging in to this website. Once you log in to this website, use any service of this website or any other similar behavior, it means that you have understood and fully agreed to the contents of this agreement, including any modification of this agreement made by this website at any time.
- 1.3 You can become a member of this website (hereinafter referred to as "member") by filling in relevant information in accordance with the requirements of this website, and successfully registering after other relevant procedures. Clicking the "Agree" button during the registration process means that you are electronically signing an agreement with the company; or when you click on any button marked with "agree" or similar meaning during the use of this website, or when you actually use the services provided by this website in other ways permitted by this website, it means you fully understand, agree and accept all the terms of this agreement, without your handwritten signature does not affect the legal binding force of this agreement on you.
- 1.4 After becoming a member of this website, you will get a member account and corresponding password. You are responsible for keeping the member account and password; you should be legally responsible for all activities and events conducted with your account.
- 1.5 Only members of this website can use the digital asset trading platform provided by this website to conduct transactions and enjoy other services stipulated by this website that only members can obtain; non-members can only log on to the website, browse the website and other available services that regulated by this website.
- 1.6 By registering and using any of the services and functions provided by this website, you will be deemed to have read, understood and:

* 1.6.1 Accept all terms and conditions of this agreement.

* 1.6.2 You confirm that you have reached the age of 16 or have the legal age to conclude a contract according to different applicable laws, and your registration, sale or purchase, release of

information on this website, and other actions that indicates accepting the services of this website, should comply with the relevant laws and regulations of sovereign countries or regions that have jurisdiction over you, and have sufficient ability to accept these terms, and using this website to conduct digital asset transactions.

* 1.6.3 You guarantee that the digital assets belonging to you involved in the transaction are legally obtained and have the rights of ownership.

* 1.6.4 You agree that you bear full responsibility and any gains or losses for your own trading or non-trading activities.

* 1.6.5 You confirm that the information provided during registration is true and accurate.

* 1.6.6 You agree to abide by any relevant laws and regulations, including reporting any trading profits for tax purposes.

* 1.6.7 You agree not to engage in or participate in any behavior or activity that harms the interests of this website or the company at any time, regardless of whether it is related to the services provided on this website.

* 1.6.8 This agreement only restricts the rights and obligations between you and us, and does not involve legal relationships and legal disputes between users of this website and other websites and you due to digital asset transactions.

2. Agreement revision

We reserve the right to revise this agreement, make announcements on the website from time to time, and no longer notify you separately. The changed agreement will be marked on the homepage of this agreement with the time of change, and once it is published on the website, it will take effect immediately. You should browse and pay attention to the update time and content of this agreement from time to time. If you do not agree to the relevant changes, you should immediately stop using the services of this website. Your continued use of the services of this website means that you accept and agree to the constraints of the revised agreement .

3. Registration

• 3.1 Registration Qualifications

You confirm and promise: When you complete the registration process or actually use the services provided by this website in other ways permitted by this website, you should be natural persons, legal persons or other organizations with the required capabilities to sign this agreement and use the services of this website as required by applicable laws. Once you click the agree to register button, it means that you or your authorized agent have agreed to the content

of the agreement and the agent will register and use the services of this website. If you do not have the aforementioned subject qualifications, you and your authorized agent shall bear all the consequences resulting therefrom, and the company reserves the right to cancel or permanently freeze your account, and to hold you and your authorized agent accountable .

- 3.2 Purpose of Registration

You confirm and promise that your registration on this website is not for the purpose of violating laws and regulations or disrupting the order of digital asset transactions on this website.

- 3.3 Registration process

* 3.3.1 You agree to provide valid e-mail address, mobile phone number and other information in accordance with the requirements of the user registration page of this website. You can use the e-mail address, mobile phone number you provided, or other methods allowed by this website to log in to this website. If necessary, in accordance with the relevant laws and regulations of different jurisdictions, you must provide your real name, ID documents and other relevant information as required by laws and regulations, privacy clauses and anti-money laundering clauses, and constantly update the registration information timely, detailed and accurately. All the original typed information will be cited as registration information. You are responsible for the authenticity, completeness and accuracy of such information, and bear any direct or indirect losses and adverse consequences arising therefrom.

* 3.3.2 If the laws, regulations, rules, orders and other regulations of your sovereign country or region have real-name requirements for mobile phone numbers, you have to agree to provide registered mobile phone numbers by your real-name, if you do not provide them in accordance with the regulations, any direct or indirect losses and adverse consequences thereby should be borne by you.

* 3.3.3 You are legal, complete and effective to provide the information required for registration and after verification, you have the right to obtain the account and password of this website. When you obtain the account and password of this website, it is deemed that the registration is successful, and you can log in as a member on this website.

* 3.3.4 You agree to receive emails and/or SMS's sent by this website related to the management and operation of this website.

4. Service

This website only provides online trading platform services for you to conduct digital asset trading activities (including but not limited to services such as digital asset trading) through this website.

- 4.1 Service content

4.1 SERVICE CONTENT

* 4.1.1 You have the right to browse real-time market quotations and transaction information of various digital asset products on this website, and have the right to submit digital asset transaction instructions and complete digital asset transactions through this website.

* 4.1.2 You have the right to view the information under your member account on this website, and you have the right to operate using the functions provided by this website.

* 4.1.3 You have the right to participate in website activities organized by this website in accordance with the activity rules published on this website.

* 4.1.4 This website promises to provide you with other services.

- 4.2. Service Rules

You promise to abide by the following service rules of this website:

* 4.2.1 You should abide by the requirements of laws, regulations, and policies to ensure the legitimacy of the sources of all digital assets in your account, and you must not engage in illegal or other activities that do damage to the rights and interests of this website or third parties on this website or during using the services of this website, including but not limited to sending or receiving any information that is illegal, or infringing on the rights and interests of others, sending or receiving pyramid schemes or other harmful information or speech, using or forging the email header information of this website without the authorization of this website, etc. .

* 4.2.2 You should abide by laws and regulations and properly use and keep your account number, login password, fund password, and mobile phone number bound to you during registration, and the mobile phone verification code received by your mobile phone. You are fully responsible for any operations and consequences performed using your account number, login password, fund password, and mobile phone verification code. When you find that this website account, login password, or fund password, verification code is used by a third party without your authorization, or there are other account security issues, you should immediately and effectively notify this website and request this website to suspend the service of the account. This website has the right to take action on your request within a reasonable time, but this website does not bear any responsibility for the consequences (including but not limited to any loss of you) that have occurred before the action is taken. You are not allowed to give, borrow, rent, transfer or otherwise dispose of this website account to others without the consent of this website.

* 4.2.3 You agree to be responsible for all activities that occurred by your account and password on this website (including but not limited to information disclosure, information release, online click to agree or submit various rules and agreements, online renewal agreements or purchase services, etc.).

* 4.2.4 When you conduct digital asset transactions on this website, you must not maliciously interfere with the normal progress of digital asset transactions or disrupt the order of

transactions; you must not interfere with the normal operation of this website or interfere with

other users' use of the services of this website by any technical means or other means; you must not maliciously slander the goodwill of this website by fictitious facts.

* 4.2.5 If you have disputes with other users due to online transactions, you must not request this website to provide relevant information through channels other than judicial or administrative.

* 4.2.6 When you use the services provided on this website, you will be solely responsible for the judgment and borne for all taxable allowances and all hardware, software, service and other expenses incurred.

* 4.2.7 You shall abide by this agreement and other terms of service and operating rules published and updated by this website from time to time, and have the right to terminate the use of the services provided by this website at any time.

- 4.3. Product rules

* 4.3.1 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 price, entrusted amount, handling fee, buying or selling direction, after you fully accept all the content in the transaction information you can click on the button to proceed with the transaction.

* 4.3.2 Submission order: After browsing the transaction information and confirming that it is correct, you can submit the transaction order. After you submit a transaction entrustment, you authorize this website to act on your behalf for the corresponding transaction matching. This website will automatically complete the matching transaction when there is a transaction that meets your entrusted price without notifying you in advance.

* 4.3.3 View transaction details: You can view the corresponding transaction records through your account.

* 4.3.4 Revocation/modification of the commission, you have the right to cancel or modify the commission at any time before the transaction is concluded.

5. Rights and obligations of this website

- 5.1 If you do not have the registration qualifications stipulated in this agreement, this website has the right to refuse your registration. For those who have been registered, this website has the right to cancel your member account, and this website reserves the right to you or your authorized agent to be held accountable. At the same time, this website reserves the right to decide whether to accept your registration under any other circumstances.

- 5.2 According to this website's own judgment, this website has the right to suspend or terminate the use of your account and all connected accounts when it finds that you or your associated account users are not suitable for high-risk investment.
- 5.3 When this website finds that the account user is not the initial registrant of the account, it has the right to suspend or terminate the use of the account.
- 5.4 This website has the right to notify you to correct or update the information or suspend or terminate the provision of this website if it reasonably suspects that the information you provide is wrong, untrue, invalid or incomplete through technical testing, manual sampling and other testing methods.
- 5.5 This website has the right to correct the information when it finds any obvious errors in any information displayed on this website.
- 5.6 This website reserves the right to modify, suspend or terminate the services of this website at any time. The exercise of the right to modify or suspend the services of this website does not need to inform you in advance; if this website terminates one or more services on the website, it will take effect from the date of the termination announcement is posted on the website.
- 5.7 This website will take necessary technical means and management measures to ensure the normal operation of the website, and provide necessary and reliable trading environment and trading services to maintain the order of digital asset transactions.
- 5.8 If you have not used the member account and password of this website to log in to this website for one year in a row, this website has the right to cancel your account. After the account is cancelled, this website has the right to open the corresponding member name to other users for registration.
- 5.9 This website protects the security of your digital assets by strengthening technical investment and improving security precautions, and will notify you in advance when there are foreseeable security risks in your account.
- 5.10 This website has the right to delete all kinds of content and information on the website that do not comply with laws and regulations or the provisions of the website at any time, and this website does not need to notify you in advance to exercise such rights.
- 5.11 This website has the right to request more information or materials from you in accordance with the laws, regulations, rules, and orders of the sovereign country or region to which you belong, and to take reasonable measures to meet the requirements of local regulation, which you are obliged to cooperate; this website has the right to suspend or permanently stop opening part or all of the services of this website to you in accordance with the laws, regulations, rules, and orders of your sovereign country or region.

6. Compensation

- 6.1 In any case, our liability for your direct damages will not exceed the total service fee we charge you for your use of this website for a period of three months.
- 6.2 If you violate this agreement or other laws and regulations, you must compensate us at

least 2 million US dollars and bear all the expenses (including attorney fees, etc.) incurred. If it is not enough to cover the actual loss, you must make up.

7. The right to seek injunctive relief

We and you both acknowledge that common law relief measures for your breach of contract or possible breach of contract may not be sufficient to make up for all the losses we have suffered, so we have the right to seek injunctive relief in the event of your breach of contract or possible breach of contract and all other remedies permitted by common law or equity.

8. Limitation of liability and exemption

- 8.1 You understand and agree that, under any circumstances, we are not responsible for the following matters:

- * 8.1.1 Loss of income;
- * 8.1.2 Trading profits or contract losses;
- * 8.1.3 Losses caused by business interruption;
- * 8.1.4 Loss of currency that was expected to be saved;
- * 8.1.5 Losses caused by information problems;
- * 8.1.6 Loss of opportunity, goodwill or reputation;
- * 8.1.7 Damage or loss of data;
- * 8.1.8 The cost of purchasing alternative products or services;
- * 8.1.9 Any indirect, special or incidental loss or damage caused by infringement (including negligence), breach of contract or any other reason, regardless of whether such loss or damage can be reasonably foreseen by us; whether or not we have been informed the possibility of such loss or damage.

Articles 8.1.1 to 8.1.9 are independent of each other.

- 8.2 You understand and agree that we will not be liable for any damages caused by any of the following circumstances:

- * 8.2.1 There may be major violations of laws or contracts in your specific transactions.

- * 8.2.2 Your behavior on this website is suspected of being illegal or unethical

8.2.2 Your behavior on this website is suspected of being illegal or unethical.

- * 8.2.3 Costs and losses incurred by the purchase or acquisition of any data, information, or transactions through the services of this website or alternative behaviors.
 - * 8.2.4 Your misunderstanding of the services of this website.
 - * 8.2.5 Any other losses related to the services provided on this website that are not caused by us.
- 8.3 We are responsible for the maintenance of information network equipment, information network connection failures, computer, communication or other system failures, power failures, weather reasons, accidents, strikes, labor disputes, riots, uprisings, insufficient productivity or production materials, fire, flood, storm, explosion, war, bank or other partner reasons, digital asset market collapse, government actions, judicial or administrative orders. We will not bear any responsibility for other actions that are not within our control or we are unable to control, or unable to service or delay in service by third parties, and as well as the losses arising therefrom.
 - 8.4 We cannot guarantee that all the information, programs, texts, etc. contained in this website are completely safe and free from any interference and damage by malicious programs such as viruses, Trojan horses, etc., so when you log in, use any service on this website or download and use any of the procedures, information, data, etc. of the downloads, it will be your own personal decision and you will bear the risks and possible losses.
 - 8.5 We do not make any guarantees and promises for any information, products and services of any third-party websites linked to this website, or any other forms of content that are not our main body. If you use any services, information and products provided by third-party websites, it will be your personal decision and you will bear all responsibilities arising therefrom.
 - 8.6 We do not make any express or implied guarantees for your use of the services of this website, including but not limited to the applicability of the services provided on this website, no errors or omissions, continuity, accuracy, reliability, and suitability for a specific purpose. At the same time, we do not make any promises and guarantees for the validity, accuracy, correctness, reliability, quality, stability, completeness and timeliness of the technology and information involved in the services provided on this website. Whether to log in or use the services provided by this website is your personal decision and at your own risk and possible losses. We do not make any express or implied guarantees regarding the market, value or price of digital assets. You understand fully that the digital asset market is unstable, and prices and values may fluctuate or collapse at any time. Trading digital assets is your personal choice and decision at your own risk and possible losses.
 - 8.7 Our guarantees and commitments stipulated in this agreement are our only guarantees and statements regarding the services provided by this agreement and this website, and replace any guarantees and commitments generated by other means and methods, whether written or oral and expressed or implied. All these guarantees and statements only represent our own commitments and guarantees, and do not guarantee that any third

party will comply with the guarantees and promises in this agreement.

- 8.8 We do not waive any right that we have not mentioned in this agreement to limit, exempt or offset our liability for damages within the maximum scope of the applicable law.
- 8.9 After you register, you acknowledge that we perform any operation in accordance with the rules stipulated in this agreement, and any risks arising from it shall be borne by you.

9. Termination of the agreement

- 9.1 This website has the right to terminate all the services of this website in accordance with this agreement, and this agreement terminates on the day when all services of this website are terminated.
- 9.2 After the termination of this agreement, you have no right to require this website to continue to provide it with any services or perform any other obligations, including but not limited to requiring this website to retain or disclose to you any information in its original website account, and forward any information inside the account that has not been read or sent to you or a third party.
- 9.3 The termination of this agreement does not affect the observant party's request for other responsibilities from the breaching party.

10. Intellectual Property

- 10.1 The intellectual property rights of all intellectual achievements contained in this website are owned by this website, include but are not limited to: website logos, databases, website design, text and graphics, software, photos, videos, music, sounds, and combinations of the foregoing, software compilation, related source codes and software (including applets and scripts). You may not copy, change, send or use any of the foregoing materials or content for commercial purposes.
- 10.2 All rights contained in the name of this website (including but not limited to goodwill, trademarks and logos) belong to the company.
- 10.3 Your acceptance of this agreement is deemed to be your initiative to take the copyright of any form of information you publish on this website, including but not limited to: reproduction rights, distribution rights, rental rights, exhibition rights, performance rights, projection rights, broadcasting rights, network information dissemination rights, filming rights, adaptation rights, translation rights, compilation rights and other transferable rights that should be enjoyed by the copyright owner are exclusively transferred to this website for free, and this website has the right to file a separate lawsuit against any subject's infringement and obtain all compensation. The validity of this agreement applies to the content of any works that you publish on this website which are under the protection of the copyright law, regardless of whether the content was formed

before or after the signing of this agreement.

- 10.4 You shall not illegally use or dispose of the intellectual property rights of this website or others in the process of using the services of this website. You must not publish the information published on this website in any form on other websites or authorize other websites (and media) to use it.
- 10.5 Your login to this website or use of any service provided by this website shall not be deemed as our transfer of any intellectual property rights to you.

11. Information Protection

Subject to the provisions of the "Privacy Policy" separately published on this website.

12. Calculation

All transaction calculation results have been verified by us, and all calculation methods have been published on the website, but we cannot guarantee that the use of the website will not be disturbed or error-free.

13. Export control

You understand and acknowledge that, in accordance with relevant laws, you are not allowed to export, re-export, import or transfer any materials (including software) of this website, so you guarantee that you will not actively implement or assist or participate in any of the above-mentioned export or related transfers or other violations of applicable laws and regulations; if such situations are discovered, they should promptly report to us and assist us in handling them.

14. Transfer

The rights and obligations stipulated in this agreement also restrict the assignees, heirs, executors and administrators of the parties who obtain benefits from the rights and obligations. You may not transfer to any third party under the premise that we do not agree, but we can transfer our rights and obligations in this agreement to any third party at any time and give you notice.

15. Severability

If any clause of this agreement is deemed unenforceable, invalid or illegal by any court with jurisdiction, it will not affect the validity of the remaining clauses of this agreement.

16. Non-agent relationship

Nothing in this agreement shall be deemed to have created, implied or otherwise treats us as your agent, trustee or other representative, unless there are other provisions in this agreement.

17. Abstention

We or any of your party's waiver of the responsibilities for breach of contract or other responsibilities stipulated in this agreement shall not be deemed or interpreted as a waiver of other liabilities for breach of contract; failure to exercise any rights or remedies shall not be interpreted as a waiver of such rights or remedies given up in any way.

18. Title

All titles are for the convenience of expressing the agreement only, and are not used to expand or limit the content or scope of the terms of the agreement.

19. Applicable Law

- 19.1 Before submitting a dispute or claim, you confirm and agree to contact this website by email to resolve the dispute in an informal manner. We will try to resolve your dispute internally as soon as possible; both parties agree to resolve the dispute through good faith negotiation (discussions should be kept confidential, and shall be protected by applicable rules and will not be used as evidence in any legal proceedings).
- 19.2 You confirm and agree that if any dispute, controversy, disagreement or claim of rights occurs, including the existence, validity, interpretation, performance, violation or termination of these terms, or any disputes arising from or related to these terms ("disputes"), if it cannot be resolved through the 19.1 clause, the abovementioned two parties shall submit the dispute to the International Court of Arbitration of the International Chamber of Commerce in accordance with the then effective "International Chamber of Commerce Arbitration Rules". The place of arbitration is Singapore, and the applicable law of arbitration shall be determined in accordance with the Arbitration Rules of the International Chamber of Commerce. Unless otherwise agreed by both parties, only one arbitrator shall be appointed in accordance with the Arbitration Rules of the International Chamber of Commerce. The arbitrator shall have the exclusive power to make an award on

its own jurisdiction, including but not limited to any objection to the existence, scope or validity of the arbitration agreement or the arbitrability of any claim or counter-claim. Any arbitration will be conducted in English. Regardless of the manner in which the arbitration is conducted, the arbitrator should issue a reasonable written award that is sufficient to explain the award and the basic conclusions and conclusions (if any) on which the award is based. The arbitration award shall be final, binding on all parties, and enforceable in any court with jurisdiction.

20. Taking effect and interpretation of the agreement

- 20.1 This agreement takes effect after you click "agree to register" on the registration page of this website, and complete the registration process, and obtain the account number and password of this website, and it is binding on this website and you.
- 20.2 The final interpretation of this agreement belongs to this website.

Know Your Customers And Anti-Money Laundering Policies

1. Introduction

- 1.1 We guarantee to prudently abide by the "Know Your Customer" and anti-money laundering laws and regulations and not intentionally violate the "Know Your Customer and Anti-Money Laundering Policy". Within the scope of our reasonable control, we will take necessary measures and technologies to provide you with safe services, as far as possible to protect you from the losses caused by the money laundering behavior of the criminal suspect.
- 1.2 Our know your customers and anti-money laundering policy is a comprehensive international policy system, including know your customers and anti-money laundering policies in different legal jurisdictions to which you belong.

2. Know your customers and anti-money laundering policies are as follows:

- 2.1 Promulgate Know Your Customers And Anti-Money Laundering Policies and update them from time to time to meet the standards required by corresponding laws and regulations;
- 2.2 Promulgate and update some guiding principles and rules for the operation of this

website, and our employees will provide services in accordance with the guidance of the principles and rules;

- 2.3 Design and complete procedures for internal monitoring and control of transactions, such as verifying identity by strict means, and arranging to set up a professional team specifically responsible for anti-money laundering work;
- 2.4 Adopt risk prevention methods to conduct due diligence and continuous supervision on customers;
- 2.5 Review and regularly check the transactions that have occurred;
- 2.6 Report suspicious transactions to the competent authority;
- 2.7 The identification documents, address certification documents and transaction records will be maintained for at least six years. If they are submitted to the supervisory authority, you will not be notified otherwise.

3. Identity Information and Confirmation of Verification

- 3.1 Identity information

* 3.1.1 According to the different regulations of different jurisdictions and different entity types, the content of your information we collect may be inconsistent. In principle, the following information will be collected from registered individuals:

* Basic personal information: your name, residential address (and permanent address, if different), date of birth, nationality, and other information available. Identity verification should be based on documents issued by the official or other similar authority, such as passports, ID cards or other identity documents required and triggered by different jurisdictions. The address you provide will be verified using appropriate methods, such as checking passenger transportation tickets or interest rate tickets or checking the voter register.

* Valid photo: Before you register, you must provide a photo you with your ID in front of your chest;

* Contact information: phone/mobile number and/or valid email address.

* 3.1.2 If you are a company or other legal entity, we will collect the following information to determine the ultimate beneficiary of you or the trust account:

* Company registration and registration certificate; a copy of the company's articles of association and memorandum; detailed certification materials of the company's equity structure and ownership description, certifying the board of directors resolutions of the authorized client that determines the opening and execution of the account on this website; the identity documents of the directors, major shareholders and the signatory of the account on this website; the company's main business address, if it is different from the company's mailing address, provide the mailing address. If the company's local address is inconsistent with its main business address, it is regarded as a higher risk customer and additional documents need to be submitted

address, it is regarded as a higher-risk customer and additional documents need to be submitted.

* According to different regulations in different jurisdictions and different entity types, other certifications and documents issued by authoritative departments required by us, and documents we deem necessary.

* 3.1.3 We only accept the English or Chinese version of the identity information. If not, please translate your identity information into English and notarize it.

- 3.2 Confirmation and verification

* 3.2.1 We ask you to provide all the content of the identity document.

* 3.2.2 We ask you to provide a photo of you with your identity document holding in front of your chest.

* 3.2.3 The copy of the certification document should generally be checked against the original certificate. However, if a reliable and suitable certifier can certify that the copy of the document is an accurate and complete reproduction of the original document, the copy is acceptable. Such certifiers include ambassadors, judicial commissioners, local sheriffs, etc.

* 3.2.4 The requirement for identifying the ultimate beneficiary and account control is to determine which individuals ultimately own or control the direct customer, and/or determine that the ongoing transactions are executed by others. If it is a corporation, the identities of major shareholders (such as those holding 10% or more of the voting rights) should be verified. Generally, holding 25% of the shares will be considered within normal risks, and the identity of the shareholder must be verified; when holding 10% of the shares or possessing more voting rights or stocks is deemed to be a high-risk situation, the identity of the shareholder must be verified.

4. Monitor Transactions

- 4.1 We set and adjust the daily transaction and withdrawal maximum limits from time to time based on security and actual transaction conditions;
- 4.2 If transactions occur frequently in a registered user or there are unreasonable circumstances, our professional team will evaluate and determine whether they are suspicious;
- 4.3 If we identify a suspicious transaction based on our own judgment, we may take restrictive measures such as suspending the transaction, rejecting the transaction, and even if possible, we will reverse the transaction as soon as possible, and report to the competent authority at the same time, but we will not notify you ;
- 4.4 We reserve the right to reject registration applications from people who do not meet international anti-money laundering standards or who can be regarded as politically public figures. We reserve to suspend or terminate transactions that are suspicious according to

figures. we reserve to suspend or terminate transactions that are suspicious according to our own judgment at any time, but by doingso, does not violate any obligations and responsibilities to you.

OTC Trading Rules

Basic principles of OTC trading:

1. These rules will be formally implemented from the date of issuance, and will be revised or improved from time to time. The revised or improved new rules will take effect from the date of issuance;
2. If you do not agree to these rules and the revised or improved rules, please stop using the platform services immediately;
3. If you continue to use the platform services, it is deemed that you fully understand and accept these rules and the contents of the rules modified or improved from time to time, and are voluntarily bound by them.

The principle that the buyer should follow:

After the order is created, the buyer should:

1. Complete the payment within the payment time specified in the order, and then click "I have paid";
2. Use my real-name payment method, the order amount and the payment account designated by the order to complete the order payment in real time;
3. If you choose a non-real-time payment method to pay for the order, you must obtain the seller's consent in advance;

The principles that the seller should follow:

After the order is generated, the seller should:

1. Provide a receiving account certified by the platform;
2. After receiving the buyer's full payment, the release will be completed within the time specified in the order;
3. Without the buyer's consent, the buyer/customer service shall not be required to cancel the order;
4. Without the consent of the buyer, no objection can be made to the price of an order has been created;

Note: Non-real-time payment methods currently include: Alipay transfer to bank card, WeChat transfer to bank card, and single transfer for orders exceeding 50,000 from 17:00-9:00. With changes in the business of each payment channel, the specific types of accounting methods of non-real-time payment will be adjusted accordingly.

Users should abide by the principles of anti-money laundering:

1. Users should abide by the platform's "ZHENBI Platform User Guidelines of Anti-Money Laundering and Anti-Terrorist Financing " and strictly perform relevant obligations accordingly;
2. Users should strictly follow the platform's real-name authentication management requirements for user identities and accounts, and ensure that the relevant accounts displayed on the platform are legally registered and used by themselves;
3. When triggering the platform's anti-money laundering risk control warning, users should actively cooperate with the platform's further anti-money laundering verification work, and actively assist in providing relevant risk control proof materials (specific measures are subject to the platform's risk control review requirements at that time).

Treatment measures when the buyer acts unusual:

1. After the order is created, the buyer takes the initiative to cancel the order, or the system automatically cancels the order due to payment overtime. If it reaches 4 times on the same day, the system will restrict the buying function of the buyer; if triggered for 2 consecutive days, the system will further restrict some functions of the buyer's account.

2. In case of unpaid, click "I have paid". The seller has the right to request cancellation of this order. If the buyer has been complained twice on the same day, the system will restrict some functions of the buyer's account; if the single amount of such complaints exceeds RMB 50,000, the system will directly restrict the buyer's account for 48 hours.

3. If the seller has not violated the regulations and the buyer has not paid, click "complain" for no reason. The seller has the right to request cancellation of this order. If the buyer has been complained twice a day, the system will restrict some functions of the buyer's account;

4. The payment is not made in accordance with the receiving account displayed on the seller's order details page. The seller has the right to request cancellation of the order, the digital asset is returned to the seller, and the buyer bears the risk of transferring the wrong payment.

5. In the case of unpaid, click "I have paid" first, and then make the payment.

The seller has the right to choose to continue the transaction or cancel the order after a refund.

- 1) If the seller chooses to complete the transaction, the seller needs to complete the release within 10 minutes of receiving the full payment;
- 2) If the seller chooses to cancel the order, the seller shall complete the refund within 2 hours after the order is appealed, and the digital asset shall be returned to the seller.

6. Payment is not made using a payment account consistent with the registered name of the platform account. The seller has the right to refuse the transaction directly, and the seller can complete the refund processing within 48 hours after receiving the payment, and the digital asset is returned to the seller. Payment using a corporate account (regardless of whether the legal person is the same as the registered name of the authenticated person) is still non-real name payment. If the buyer has been complained twice for this kind of situation, the system will restrict some functions of the buyer's account.

7. Pay within the payment time specified in the order.

(1) The buyer has completed all payments, and the order has been actively cancelled by the buyer or cancelled by the system overtime;

(2) The buyer completes part of the payment, but the order is actively cancelled by the buyer or cancelled by the system overtime.

If the order is actively cancelled by the buyer or the order is cancelled by the system overtime, the seller has the right to choose to continue the transaction or refund the transaction.

1. If the seller chooses to make a deal, if the seller is an ordinary user, and the order is directly reopened by the platform, and the seller must complete the asset release within 10 minutes after the reopening. If the seller is a commercial user, and the order amount is less than or equal to 50,000, please use "Reopen Order and Release" to complete the asset release operation; if the order amount is greater than 50,000, please complete the asset release within 10 minutes of the order reopening.

2. If the seller chooses to cancel the order, the seller must complete the refund within 60 minutes after receiving the feedback from the platform or the buyer, and the digital asset will be returned to the seller;

8. If multiple payments are required and all the transfers have not been completed, click "I have paid" first, and then continue to complete the payment.

1) Communicate with the seller in advance, and if the seller allows the behavior, the seller shall continue to complete the order;

2) Without the consent of the seller, the seller has the right to choose to continue the transaction or cancel the order after a refund. —If the seller chooses to continue the transaction, the seller shall complete the release within 10 minutes of receiving all payments. —If the seller chooses to cancel the order, the seller must complete the refund within 30 minutes after receiving the payment, and the digital asset will be returned to the seller.

9. The payment amount does not match the order amount.

1) If the payment amount is greater than the order amount, the order is completed and the seller shall refund the excess amount within 30 minutes after receiving the payment.

2) If the payment amount is less than the order amount, the seller has the right to choose to

2) If the payment amount is less than the order amount, the seller has the right to choose to continue the transaction or request cancellation of the order after a refund. —If the seller chooses to continue the transaction, he has the right to execute the transaction based on the actual order amount and complete the order. —If the seller chooses to cancel the order, the seller must complete the refund within 30 minutes after receiving the payment, and the digital asset will be returned to the seller.

10. After the buyer clicked "I have paid", the seller did not receive the payment within 1 hour.

1) The seller has the right to choose to continue the transaction or cancel the order after a refund. —If the seller chooses to close, the seller needs to complete the release within 10 minutes of receiving the payment. —If the seller chooses to cancel the order, the seller must complete the refund within 30 minutes after receiving the payment, and the digital asset will be returned to the seller.

2) The seller is an advertisement publisher, and the buyer cannot be contacted within 10 minutes after the complaint. After verification that the seller has not received the payment, the ombudsman will give priority to cancel the order within the scope of the advertiser's guaranteed assets.

11. After the payment is received, the seller's receiving account cannot verify the real-name information of the receipt.

1) After verifying that the buyer's payment account is consistent with the platform's real-name account, and the payment is completed within the specified time of the order, the order is completed normally.

2) After verifying that the buyer's payment account is inconsistent with the platform's real-name account, it shall be dealt with in accordance with the measures mentioned in Article 6.

12. If the seller's receiving account is abnormal after the buyer fulfillsthe payment.

1) The buyer cannot provide proof that the account is normal, and the seller should complete the refund within 24 hours after the receiving account is normal, and the platform will cancel the order.

2) The buyer can provide proof that the account is normal. After verifying that there is no abnormality in the buyer's account, the order is completed and the digital asset should be delivered to the buyer. For example, the seller is a VIP user, and the digital assets are returned to the seller within the scope of the guaranteed assets, and the seller should complete the refund

the seller within the scope of the guaranteed assets, and the seller should complete the refund within 24 hours after the receiving account is back to normal.

13. Remarks when making payment: anything similar to "digital currency, BTC, Bitcoin, Huobi", etc., the seller has the right to choose to continue the transaction or refund the transaction.

1) If the seller chooses to complete the transaction, the seller shall complete the release within 10 minutes of receiving the payment.

2) If the seller chooses to refund the transaction, the order is cancelled and the digital asset is returned to the seller. The seller will complete the refund within 60 minutes after receiving the payment; if the seller's receiving account is therefore frozen, it will be dealt with in accordance with the measures in Article 12.

14. The buyer was judged to maliciously snatch a low-price order by the risk control system

1) If the buyer fails to pay, the platform will cancel the order and return the assets to the seller.

2) The buyer has paid, and the seller should complete the refund processing within 10 minutes of the appeal processing. The platform will assist in canceling the order and returning the assets to the seller. When such behavior of the buyer reaches twice, the risk control system will restrict some functions of the buyer's account.

Note: This rule involves the seller's refund or release, and if the seller fails to complete the operation on time, the system will restrict some functions of the seller's account.

Note: In the process of using the third party telephone system for OTC transactions, if you actively provoke conflicts, abuse, ridicule, or other excessive language behaviors, the system will restrict some functions of your account.

Treatment measures when the seller acts unusual:

1. The seller is fully responsible for the receiving account displayed on the order details page and the receiving account sent by the order chat window; if the receiving account provided by the seller is not owned by the seller, or is misguided by others to bind the receiving account of someone else, or send the account of someone else to the chat window. After the buyer completes the payment, the asset will be judged to be in the buyer's ownership.

2. After the order is generated, there are objections to the order price. Except after the buyer agrees to negotiate the price of the order, the order is normally completed and the seller shall release it within the specified time of the order.

3. The receiving account provided by the seller is abnormal. The buyer has the right to choose to continue the transaction or cancel the order. —If the buyer chooses to complete the transaction and confirms that the buyer has paid in full within the time specified in the order, the seller shall complete the release within the time specified in the order after receiving the payment. —If the buyer chooses to cancel the order, the digital asset will be returned to the seller after the seller completes the refund.

4. The buyer could not complete the payment because the seller did not provide an effective payment method in time, resulting in the cancellation of the order. Because the seller does not provide a payment method, this order cannot be completed. When the platform handles the appeal, the order will be cancelled directly and the seller user will be punished. The cancellation of the order by the platform does not count the number of cancellations by the buyer on the day; if the seller is therefore complained for 2 times, the system will restrict some functions of the seller's account.

5. The seller (non-advertiser) has not bound the effective collection information consistent with his real name or provided the buyer with a payment method that is inconsistent with his name on the platform, such as: when receiving payment through Alipay or WeChat, the name of the QR code or the account number of the payee does not match the name displayed on the order details page.
 - 1) The buyer has the right to cancel the order and complain to the platform.
 - 2) If the seller is being complained for 3 times, the system will permanently restrict the seller's account. If the buyer chooses to continue the transaction, and being complained about for 2 times, the system will restrict some functions of the buyer's account.

6. The seller receives payment from the buyer's non-platform real-name account and does not refuse the transaction.
 - 1) The risks arising therefrom shall be borne by the seller.

2) As a result of complaints, the system will restrict some functions of the seller's account.

7. After the buyer has paid in full, mark "I have paid". After the seller receives the full payment from the buyer, the release is not completed within 20 minutes. The buyer has the right to choose to continue the transaction or request a refund after canceling the order. —If the buyer chooses to close the deal, the Ombudsman will determine that the asset belongs to the buyer. —If the buyer cancels the order after requesting a refund, the seller shall complete the refund within 30 minutes. For example, if the buyer clicks the complain button within 20 minutes of marking the payment, and causing the seller cannot release, and if the seller cannot contact the buyer in the chat window, the order will be executed normally.

Note: In the process of using the third-party telephone system for OTC transactions, if you actively provoke conflicts, abuse, ridicule, or other excessive language behaviors, the system will restrict some functions of your account.

The treatment measures of when risk control abnormalities trigger

1. When a user is detected abnormal by the risk control system, the user clearly refuses or does not actively cooperate to complete the further anti-money laundering verification work required by the platform's risk control, the platform will have the right to choose to directly identify the abnormality of this account, and take measures including but not limited to: raising the user's risk level, directly freezing the accounts of such users and related accounts, until the risk control evidence materials provided by the user have passed the control review of the platform.
2. When users are verified to buy tokens from ZHENBI Exchange OTC service to sell on other platforms and off-site groups for profit and other high-risk behaviors, the platform will have the right to choose to take disposal measures including but not limited to delaying withdrawals, restricting transactions, freezing accounts, etc., depending on the situation;

Note: Once such behavior is discovered, if there is an order in progress, the advertiser has the right to choose not to fulfill the transaction.

3. The account is not used by the person or is used for others to trade tokens: When the user is verified by the platform's risk control that the account is sold, lent, or leased for use by others, or there is behavior of buying and selling tokens on the behalf of others.

Risk reminder: Please pay attention to your own information security and avoid being used by others to commit criminal acts.

This platform will have the right to choose one or more measures including but not limited to temporary or permanent restrictions on OTC transactions, delayed withdrawals, restrictions on withdrawals, or direct freezing of such user accounts and associated accounts.

Note: Once such behavior is discovered, if there is an order in progress, the advertiser has the right to choose not to fulfill the transaction.

4. Testing with other users' account of the platform: When the user sends a small amount of money to other users of the platform without an order, and the behavior cannot be reasonably explained. This platform will have the right to choose one or more measures such as temporarily or permanently restricting OTC transactions, restricting withdrawals or freezing accounts.
5. Receiving or introducing digital assets or funds from illegal sources: When users knowingly or according to reasonable common sense can infer that the tokens received on other platforms/WeChat groups are black tokens or the funds are black money, but still ignore the risk and directly transfer the black token/black money to the accounts of other users on this platform.

This platform will directly and permanently restrict all functions of such users' accounts and associated accounts.

6. Users identified as money laundering: When a user is tested by a risk control system or verified by a risk control staff, the user directly participates in or assists in criminal acts such as money laundering. This platform will directly and permanently restrict all functions of such users' accounts and associated accounts.
7. Judicial freezing: When the user account is required to be frozen by the judicial authority. This platform will strictly follow the judicial letter produced by the judicial authority to freeze user accounts. When the freezing period expires, the judiciary needs to produce a renewal letter to continue the freezing. During the freezing period, the user's application for thawing is invalid, please contact the freezing agency for coordination.
8. Judicial investigation: The user is required by the judicial authority to obtain account information on this platform, including but not limited to: judicial investigation, consultation and other forms.

The platform will restrict certain functions of such user accounts and associated accounts as appropriate.

Privacy Policy

This platform is dedicated to users to conduct digital asset transactions and provide related services (hereinafter referred to as "the service" or "service"). For the convenience of expression, this platform is collectively referred to as "we" or other first-person pronouns in this agreement. As long as the natural persons or other subjects who log on to the platform are users of this platform, the following uses "you" or other second-person pronouns, we and you are referred to as the "two parties", and we or you are simply referred to as the "party". We fully understand and respect the importance of your personal information to you, and we will take corresponding security protection measures in accordance with the requirements of laws and regulations to protect the security of your personal information. In the view of this, we formulate this "Privacy Policy" (hereinafter referred to as "this policy/this privacy policy") and remind you: This policy applies to all products and services we provide. If the product or service we provide to you has a separate privacy policy, the product or service shall apply its separate privacy policy; if our product or service does not have a separate privacy policy, this policy shall apply.

It is important to note that this policy does not apply to services provided to you by other third parties, and the services provided to you by third parties shall be subject to their privacy policies separately explained to you. Before using our products or services, please be sure to read and thoroughly understand this policy, especially the terms marked in bold/with bold underline. You should read it carefully and start using it after confirming your full understanding and agreement. If you have any questions, comments or suggestions about the content of this policy, you can contact us through various contact methods provided by our officials. If you do not agree to any terms in this policy, you should immediately stop accessing this platform.

Part One Definition

Personal information: refers to various information recorded electronically or in other ways that can identify a specific natural person alone or in combination with other information or reflect the activities of a specific natural person.

Personal sensitive information: refers to personal information including ID number, personal biometric information, bank account number, property information, whereabouts, transaction information, and children's information under (including) 14 years old (we will mark specific personal sensitive information in this privacy policy in bold)

personal sensitive information in this privacy policy in 2019).

Personal information deletion: refers to the act of removing personal information from the system involved in the realization of daily business functions, so that it can be kept in a state where it cannot be retrieved or accessed.

Children: Refers to minors under the age of fourteen.

Part Two Privacy Policy

This privacy policy section will help you understand the following:

1. How do we collect and use your information
2. How do we use cookies and similar technologies
3. How do we share, transfer, and publicly disclose your information
4. How do we protect your information
5. How do you manage your information
6. How do we deal with the information of minors
7. How this privacy policy will be updated
8. How to contact us

1. How do we collect and use your information

When you use our products and/or services, we need/may need to collect and use your personal information including the following two types:

- In order to provide you with the basic functions of our products and/or services, you must authorize us to collect and use the necessary information. If you refuse to provide the corresponding information, you will not be able to use our products and/or services normally;
- In order to provide you with additional functions of our products and/or services, you can choose to authorize us to collect and use information. If you refuse to provide it, you will not be able to use the relevant additional functions or achieve the functional effects we intend to, but it will not affect your normal use of the basic functions of our products and/or services.

You understand and agree:

- We are committed to creating a variety of products and services to meet your needs. Because we provide you with a wide variety of products and services, and the specific

product/service scope that users choose to use are in different, the basic/additional functions

and the type and scope of personal information collected and used will be different. Please note that the specific product/service function shall prevail.

- In order to bring you a better product and service experience, we are constantly striving to improve our technology, and then we may launch new or optimized functions from time to time, and may need to collect and use new personal information or change the purpose or method of using personal information. In this regard, we will separately explain to you the collection purpose, scope and method of use of the corresponding information by updating this policy, pop-up windows, page prompts, etc., and provide you with a way to choose your consent, and we will collect and use information after obtaining your expressed consensus. In this process, if you have any questions, comments or suggestions, you can contact us through the various contact methods provided on this platform, and we will answer you as soon as possible.

We will collect and use your personal information to realize the following functions of this policy:

- (1) Help you register and provide you with the services provided by this platform;

Registration Service

We provide you with basic membership services through this platform account. In order to register as a member and use our membership service, you need to fill in and provide the following information when applying for registration:

- Identity information. This information can help us verify whether you are eligible to register as a member of the platform, including but not limited to your name, your residential address, other different certificates issued by your country or government that can prove your identity, and the involved numbers and all other information that can help us verify your identity (hereinafter collectively referred to as "identity information"). The identity information varies according to whether you are an individual user or an institutional user. According to the laws and regulations of different jurisdictions, the information we collect for users from different countries or regions may be different. The following information and data serve as an indicative example: individual users: nationality, full legal name (including previous names and local language names), ID number, email address, phone number, social security number ("SSN"), passport number or any government-issued ID number, date of birth, identification (such as passport, driving license or government-issued identification). Institutional users: the legal name of the company (including legal name in local language), registration information, business phone number, personal information of authorized representatives and authorized users, main business location, personal information of all beneficial owners, proved identity documents of

shareholders/beneficial owners (passport or government-issued ID card), company structure, company establishment documents, board resolutions, declaration of funding sources, risk and compliance control instructions, and other information or documents required by the

- Service information. This information helps us to contact you and smoothly provide you with different modes of digital asset transaction services, including but not limited to your personal identification information, contact information, transaction information, and your debit card information and/or other account information (hereinafter collectively referred to as "service information").

At the same time, please understand that the services we provide to you are constantly updated and developed. If you choose to use other services that are not covered in the foregoing description, based on the service we need to collect additional information from you, with your consent, we will explain the scope and the purpose of information collection to you through page prompts, interaction procedures, agreements, pop-up prompts, etc.. If you only need to use the browsing service, you do not need to register as our member and provide the above information.

Other registration services

Real-name authentication: After you register and log in, you need to enter the "personal center" to complete the real-name authentication in the identity authentication. You need to provide your real name, ID number or passport number to the platform when using the real-name authentication process .

Advanced certification: When your transaction amount on this platform exceeds a certain limit, the platform will require advanced certification for you in order to maintain the security of your assets. In addition to the real-name authentication information in the authentication process, you agree that the platform will perform advanced authentication of "face recognition" for you. Face recognition will involve the platform's collection of your relevant video streams or facial images.

Account information display: If you already have an account on this platform, we may display your above-mentioned personal information in the service (real-name authentication only shows the result of whether the authentication is passed or not), as well as the products and services that you perform in the products and services associated with the platform account, including centralized display of your personal information and transaction orders through this platform account. We will respect your choice of the account settings.

(2) Security management service and service information push service

When you use the services provided by this platform or access this platform, in order to ensure the safety of your transaction and the safe and stable operation of the service, we need to automatically receive and record your web browser information, the type of device you use to log in to your account. device information such as device identification symbols and the model of the

device, IP address and records on the webpage you request to access, location, network environment, device fingerprint information, service log information, software information, location information, etc. Please note that separate device information cannot identify a specific natural person. If we combine this type of non-personal information with other information to identify a specific natural person, or combine it with personal information, during the combined use period, this type of non-personal information will be treated as personal information, unless we have obtained your authorization or laws and regulations provided otherwise, we will anonymize and de-identify this type of information. In order to provide you with information display and push services that are more convenient and more in line with your personalized needs, we may extract your preference features based on your device information and your browsing and usage information on this platform or client in the future, and based on feature tags draw indirect user portraits, which are used to display and push information and possible commercial advertisements. If you do not agree to receive such push information or withdraw your consent to collect personal information, you can contact us in accordance with the contact information provided in this policy. We strive to protect your browsing experience. If you do not want to accept the commercial advertisements that we send you, you can reply to unsubscribe through SMS prompts or unsubscribe or close by other means provided by us. In addition, we will also use your above-mentioned information in order to continuously improve and optimize the above-mentioned functions.

(3) Transaction record storage and inquiry services

We collect relevant data on your transactions on this platform, including but not limited to transaction records. If you need to query your order transaction records, you can query your personal transaction details in the "Order Management" of the platform, including: counterparty nickname, order time, order number, transaction information, digital asset type and quantity, etc.

(4) Customer service and dispute handling

When you contact us or apply for after-sales dispute settlement, in order to protect your account and system security, we need you to provide the necessary personal information to verify your membership. In order to facilitate contact with you and help you solve the problem as soon as possible or record the handling plan and results of related problems, we may save your communication records with us and related content (including account information, order information, other information provided by you to prove relevant facts, or the contact information you left), if you make inquiries, complaints, or provide suggestions for a specific order, we will use your account information and order information. In order to provide services and improve service quality for reasonable needs, we may also use other information about you, including relevant information you provide when you contact customer service, and questionnaire response information sent to us when you participate in a survey.

(5) Others

- If the information you provide contains personal information of other users, you need to ensure that you have obtained legal authorization before providing such personal information to this platform. If it involves children's personal information, you need to obtain the consent of the corresponding child's guardian before publishing. In the foregoing circumstances, the guardian has the right to contact us through the channels described in Article 9 of this policy to request correction or deletion of the content of the child's personal information.
- If we use information for other purposes not specified in this policy, or use information collected for specific purposes for other purposes, or we actively obtain your personal information from a third party, we will obtain your agreement in advance. If we obtain your information indirectly from a third party, we will explicitly request the third party in writing to collect personal information after obtaining your consent in accordance with the law, and inform you of the content of the shared information, if it involves sensitive information, it needs to be clearly confirmed by you before providing it to us, and requires the third party to make a commitment to the legality and compliance of the source of personal information. If the third party violates the behavior, we will explicitly require the other party to bear the corresponding legal responsibility, at the same time, we will strengthen the security of personal information (including sensitive information reporting, encrypted storage of sensitive information, access control, etc.). We will use no less than the same protection methods and measures as our own users' personal information to protect the personal information obtained indirectly.
- Exception of consent authorization

You fully understand and agree that we do not need your authorization or consent to collect and use your personal information under the following circumstances, and we may not respond to your requests for correction/modification, deletion, cancellation, withdrawal of consent, and information request:

- (1) Related to national security and national defense security;
- (2) Related to public safety, public health, and major public interests;
- (3) Related to judicial or administrative law enforcement such as criminal investigation, prosecution, trial, and execution of judgments;
- (4) In order to protect your or other individuals' life, property and other major legal rights and interests, which it is difficult to obtain the consent of the person;
- (5) Your personal information disclosed to the public on your own;
- (6) Collect personal information from legally publicly disclosed information, such as legal news reports, government information disclosure and other channels.

(7) Necessary for signing and fulfilling relevant agreements or other written documents with you:

- (8) Necessary for maintaining the safe and stable operation of the products and/or services provided, such as detecting and disposing of product and/or service failures;
- (9) Necessary for legal news reports;
- (10) When it is necessary for academic research institutions to conduct statistical or academic research based on the public interest, and when they provide academic research or description results to the outside, they will de-identify the personal information contained in the results;
- (11) Other circumstances stipulated by laws and regulations.

Please be aware that, in accordance with applicable laws, if we take technical measures and other necessary measures to process personal information, the data recipient cannot re-identify specific individuals and cannot be restored, or we may conduct de-identification research, statistical analysis and prediction on the collected information, used to improve the content and layout of this platform, provide product or service support for business decisions, and improve our products and services (including the use of anonymous data for machine learning or model algorithm training), then such use of the processed data does not require separate notice to you or your consent.

- If we stop operating the products or services of this platform, we will promptly stop the activities of continuing to collect your personal information, notify you of the suspension of operations by delivery or announcement one by one, and delete or anonymize the personal information we hold which is related to the closed business.

2. How we use cookies

If your browser or the additional services allow, you can modify your acceptance of cookies or reject our cookies. For details, see [AboutCookies.org](https://www.aboutcookies.org/). But if you do this, in some cases it may affect your safe access to our platform, and you may need to change user settings every time you visit our platform. You understand and agree:

- When you visit our platform, we use Google Stats through cookies to record our performance and check the effect of online advertising. Cookies are small amounts of data sent to your browser and stored on your computer's hard drive. Only when you use your computer to enter our platform, cookies can be sent to your computer's hard drive.
- Cookies are often used to record the habits and preferences of visitors when they browse various items on our platform. The information collected by cookies is anonymous collective statistical data and does not contain personal information.
- Cookies cannot be used to obtain the data on your hard disk, your email address, and your private data. They allow the platform or service provider system to recognize your browser

and capture and remember information. Most browsers are preset to accept c You can choose to set your browser to not accept cookies, or notify you as soon as cookies are

installed. However, if it is set to prohibit cookies, you may not be able to activate or use certain functions of our platform.

3. How do we share, transfer, and publicly disclose your information

- Sharing

We will not share your personal information with companies, organizations and individuals other than the service providers of this platform, except in the following cases:

- Sharing under statutory circumstances: We may share your personal information with external parties in accordance with laws and regulations, litigation, dispute resolution needs, or in accordance with the requirements of administrative and judicial organs in accordance with the law.
- Sharing with explicit consent: After obtaining your explicit consent, we will share your personal information with other parties.
- Sharing in the case of your active choice: We will share the necessary information related to the transaction in your order information to the counterparty of the digital asset according to your choice to fulfill the needs of your transaction and after-sales service.
- Sharing with authorized partners: our affiliates, trusted third parties who help us operate our platform, conduct business, or provide services to you, as long as these parties agree to keep this information confidential; when we believe the disclosed information is appropriate, and is required to comply with the laws, regulations, rules, or from courts or other competent authorities, to implement our platform strategy, to operate the platform normally, and to provide services required by related parties or to protect our or others' rights, property, or safety.

(2) Transfer

We will not transfer your personal information to any company, organization or individual, except in the following cases:

- Transfer with explicit consent: After obtaining your explicit consent, we will transfer your personal information to other parties;
- In the event of merger, acquisition or bankruptcy liquidation on this platform, or other situations involving merger, acquisition or bankruptcy liquidation, if the transfer of personal information is involved, we will require the new companies and organizations that hold

your personal information to continue to be restricted by the policy, otherwise we will

require the company, organization and individual to seek authorization and consent from you again.

(3) Public disclosure

We will only publicly disclose your personal information under the following circumstances:

1. With your explicit consent or based on your active choice, we may publicly disclose your personal information;
2. If we determine that you have violated laws and regulations or seriously violated the relevant agreements and rules of this platform, or to protect the personal and property safety of users of this platform or the public from infringement, we may comply with laws and regulations or obtain your consent to disclose your personal information, including related violations and the measures that the platform has taken against you.

(4) Exceptions for obtaining prior authorization and consent when sharing, transferring, and publicly disclosing personal information

In the following situations, sharing, transferring, and publicly disclosing your personal information does not require your prior authorization and consent:

1. Related to national security and national defense security;
2. Related to public safety, public health, and major public interests;
3. Related to judicial or administrative law enforcement such as criminal investigation, prosecution, trial, and execution of judgments;
4. In order to protect yours or other individuals' life, property and other major legal rights and interests, but when difficult to obtain the consent of the person;
5. Your personal information disclosed to the public on your own;
6. Collect personal information from legally publicly disclosed information, such as legal news reports, government information disclosure and other channels. Please be aware that, in accordance with applicable laws, if we take technical measures and other necessary measures to process personal information so that the data recipient cannot re-identify specific individuals and cannot be restored, there is no need to share, transfer, and publicly disclose such processed data. We will notify you separately and get your consent.

4. How do we protect your information

1) We implement proper physical, electronic, management and technical measures to protect and ensure the security of your personal data. We try our best to ensure that any personal

information collected through our platform is free from any nuisance by third parties that have nothing to do with us. The security measures we take include but are not limited to:

(1) Physical measures: The records containing your personal data will be stored in a locked place.

(2) Electronic measures: Computer data containing your personal information will be stored on computer systems and storage media subject to strict login restrictions.

(3) Management measures: We have internally set up relevant departments for the security protection of user information, and established related internal control systems, and adopt strict authorization principles for staff who may have access to your information, and only staff authorized by us can access your personal information, these employees need to abide by our internal rules for the confidentiality of personal information. In addition, we continue to strengthen the promotion of staff training related laws and regulations, privacy and security guidelines and security awareness, and regularly organize internal relevant personnel to conduct emergency response training and emergency drills to enable them to master job responsibilities and strategies and procedures of emergency response.

(4) Technical measures: Encryption technology such as Secure Socket Layer Encryption may be used to transmit your personal data.

(5) Security measures: In order to protect your information security, we are committed to using various current general security technologies and supporting management systems to minimize the risks of leakage, damage, misuse, unauthorized access, unauthorized disclosure or tempering of your information. For example: Encrypted transmission through network security layer software (SSL), encrypted storage of information, and strict restrictions on data center access. When transmitting and storing sensitive personal information (including personal biometric information), we will adopt security measures such as encryption, authority control, de-identification, and desensitization.

(6) Other measures: regularly review our personal data collection, storage and processing procedures; and restrict our employees and suppliers' access to your data according to necessary principles, and our employees and suppliers must comply with strict confidentiality obligations of the contract.

2) If you have knowledge of any security loopholes on our platform, please contact us immediately so that we can take appropriate actions as soon as possible.

3) Despite the implementation of the above-mentioned technical and security measures, we cannot guarantee the absolute safety of the transmission of information on the internet, so we cannot absolutely guarantee that the personal information you provide to us through our

cannot absolutely guarantee that the personal information you provide to us through our platform is safe at all times. We will update and publish security risks, personal information

security impact assessment reports and other relevant content from time to time, which you can obtain through announcements on this platform.

5. How do you manage your information

You can access and manage your information in the following ways:

(1) Inquiry, correction and deletion of your information. You have the right to obtain a copy of your personal data upon request, and to determine whether the information we hold about you is accurate and current. If any of your personal data is inaccurate, you can request to update your information. You can also request the deletion of your personal data, but we may refuse your deletion request under certain circumstances, such as for legal requirements or other legal purposes. For data access, correction or deletion requests, you can contact us through the contact information in Article 8. In response to data access, correction or deletion requests, we will verify the identity of the requesting party to ensure that he/she is legally entitled to make such requests. Although our goal is to respond to these requests free of charge, we reserve the right to charge you a reasonable fee if your request is repeated or onerous.

(2) Changing the scope of your authorization and consent. Each business function requires some basic personal information to be completed (see "Part One" of this privacy policy). In addition, you can contact us to give or withdraw your authorization and consent through the contact information in Article 8. After you withdraw your consent, we will no longer process the corresponding personal information. However, your decision to withdraw your consent will not affect the previous processing of personal information based on your authorization.

(3) Cancel your account. You can contact us through the contact information in Article 8 to apply for cancellation of your account; after you actively cancelled your account, we will stop providing you with products or services, and delete you in accordance with applicable laws or make it anonymized.

(4) Responding to your above request

To ensure safety, you may need to provide a written request or prove your identity in other ways. We may ask you to verify your identity before processing your request. We will reply within 15 days. If you are not satisfied, you can also initiate a complaint through the contact information we provide. For your reasonable request, we do not charge fees in principle, but for repeated requests that exceed reasonable limits, we will charge a certain fee as appropriate. We may refuse requests about information not directly related to your identity, unreasonable duplication of information, requiring excessive technical means (for example, the need to develop a new system or fundamentally change current practices), bringing risks to the legitimate rights and interests of others, or any unrealistic requests.

In the following situations, we will not be able to respond to your request in accordance with the requirements of laws and regulations:

- Related to national security and national defense security;
- Related to public safety, public health, and major public interests;
- Related to criminal investigation, prosecution, trial, and execution of judgments;
- There is sufficient evidence to show that the subject of personal information has subjective malice or abuse of rights;
- Responding to your request will cause serious damage to the legitimate rights and interests of you or other individuals or organizations;
- Involving commercial secrets.

6. How do we handle information about minors?

This platform is open to children. If we find or suspect that a user is under 14 years of age, we will ask the user to close his account and will not allow the user to continue to use platform products or services. We will delete the relevant information as soon as possible. If you know of anyone under the age of 14 using our services, please notify us so that we can take action to prevent them from accessing our products or services. For minors who have reached the age of 14 but have not yet reached the age of 18, we expect their parents or guardians to guide the minors to use our services. We will protect the confidentiality and security of minors' information in accordance with relevant laws and regulations. If you are a minor, it is recommended that your parents or guardians read this policy and provide us with your information with the consent of your parents or guardians. In the case of collecting your information with the consent of your parent or guardian, we will only use or publicly disclose this information when permitted by law, the parent or guardian's explicit consent, or is necessary to protect your rights and interests. If your guardian does not agree with you to use our services or provide us with information in accordance with this policy, please immediately terminate the use of our services and notify us in time so that we can take corresponding measures. If you are the parent or guardian of a minor, if you have any questions about the information processing of the minor under your supervision, please contact us through the contact information published in this policy.

7. 7. How to update this privacy policy

Our privacy policy may change. Without your explicit consent, we will not restrict your rights in accordance with this privacy policy. We will post any changes to the privacy policy on official channels. If you do not agree with the revised content, you should stop accessing this platform immediately. When the updated version of the privacy policy is released, your continued access to this platform displays and indicates that you agree to the updated content and agree to abide by the updated privacy policy.

For major changes, we will also provide more noticeable notifications (including we will notify you

For major changes, we will also provide more noticeable notifications (including we will notify you through public announcements on this platform and even provide you with pop-up prompts).

The major changes referred to in this policy include but are not limited to:

- Significant changes have taken place in our service model. Such as the purpose of processing personal information, the type of personal information processed, the way of using personal information, etc.;
- Significant changes have taken place in our control rights. Such as changes in the information controller caused by mergers and acquisitions, etc.;
- The main objects of sharing, transfer or public disclosure of the personal information have changed;
- Your right to participate in the processing of personal information and how to exercise it has undergone major changes;
- The department responsible for handling personal information security, contact information and complaint channels have changed;
- The security impact assessment report of the personal information shows that there is a high risk.

8. How to contact us

- If you have any requirements and comments, you can send emails. This is the only valid and official email we communicate with you, so we are not responsible for any actions, omissions or your failure to use effective contact information.
- We only publish announcements and information through effective contact information or posted announcements on this platform, so we are not responsible for any losses arising from your trust in the information not obtained through the above methods.
- If you have any questions about our privacy policy, please feel free to contact us.



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