

User Agreement



W.Club is a dedicated platform for users to trade digital assets and provide related services (the "Service" or the "Service"). For the convenience of expression of this Agreement, the Website is collectively referred to as "we" or other first person in this Agreement. To the convenience of this Agreement, "you" or other second person is used as long as any natural person or other entity who logs on the Website is a user of the Website. For the convenience of this Agreement, we and you are collectively referred to as the "Parties" and we or you individually as the "Party".

Important: Please ensure the security of your computer as it is involved in asset trading and liquidity.

We hereby remind you in particular:

- 1 The digital assets themselves are not issued by any financial institution or company or by the Website;
- 2 The market for digital assets is new, unconfirmed, and may not grow;
- 3 Digital assets are mainly heavily used by speculators, and are relatively rarely used in retail and commercial markets. The trading of digital assets is highly risky. It is traded continuously throughout the day without restriction of rise or fall, and its price is easily affected by the policies of dealers and global governments and fluctuates greatly.
- 4 Digital asset transactions may be suspended or prohibited at any time due to the formulation or modification of laws, regulations and normative documents of various countries.

Trading digital assets is risky and not for most people. You understand and understand that this investment may lead to partial or total loss, so you should decide the amount of investment based on the degree of loss you can bear. You are aware and understand that digital assets can create derivative risks, so if in doubt, you are advised to seek the assistance of your financial adviser first. In addition, in addition to the risks mentioned above, there are also risks that cannot be predicted. We will not be liable for any loss arising from any decision you make to buy or sell digital assets due to careful consideration and clear judgment in evaluating your financial situation and the risks described above.

To inform you:

1, you know this website just as you get digital asset information, search for counterparties, digital assets of trade negotiation and business sites, this site does not participate in any deal, you so you



· 2 Any opinion, news, discussion, analysis, price, advice and other information on this website is a general market comment and does not constitute investment advice. We shall not be liable for any loss, including, without limitation, any loss of profits, arising directly or indirectly from reliance on such information.

3, the contents of this website will change not prior notice at any time, we have take reasonable steps to ensure the accuracy of web information, but does not guarantee its accuracy degree, also will not bear any arising from the information on this site or to link Internet, send or receive any notice and information directly or indirectly from the failure of the delay or loss.

· 4 if the company according to the judgment that you violated this agreement unilaterally, or according to your services provided by the laws of the jurisdiction area of this web site or your use of this web site provides service behavior is illegal, the company has the right to suspend or terminate your account at any time, or suspend or terminate your use of this web site to provide service or digital asset transactions. Anyone located in the United States is prohibited from using the services provided by this website.

· 5 <https://w.club> is the only official external information release platform of the Website;

· 6 The Website does not accept credit card payment for any service;

7, banning the use of this web site is engaged in money laundering, smuggling, all illegal activities such as commercial bribery, if discover such events, this website will take all kinds of available means, including but not limited to freeze accounts, inform the relevant authorities, etc., we do not assume the resulting all responsibilities and reserve the right to relevant persons shall be investigated for responsibility.

· 8 The Website shall be prohibited from malicious market manipulation, improper trading and other unethical trading activities. In case of such incidents, the Website shall take preventive protective measures such as warning, restricting trading and closing accounts against all unethical behaviors such as malicious price manipulation and malicious influence on the trading system. We do not accept any liability arising therefrom and reserve the right to hold those responsible accountable.

· I. General Provisions 1.1 The User Agreement (hereinafter referred to as "this Agreement" or "these Terms and Conditions") consists of the text, the Privacy Terms, the Know Your Customer and Anti-Money Laundering Policy, and all rules, statements, explanations, etc. that have been published or may be published by the Website.

· 1.2 You should carefully read this Agreement before using the services provided by the Website. If you do not understand anything or otherwise, please consult a professional lawyer. If you do not

the services of the Website or any other similar actions, you shall be deemed to have understood and fully agreed to the contents of this Agreement, including any modifications made by the Website from time to time.



- 1.3 You can become a member of the Website by filling in relevant information according to the requirements of the Website and passing through other relevant procedures after successfully registering (hereinafter referred to as "Member"). Clicking "Agree" button during the registration process means that you enter into an agreement with the Company in the form of electronic signature; Or in the process of using this website you click on any marked with "agree" or similar meaning to the behavior of the button or to this website to allow other services provided by the actual use of this web site, said you fully understand and agree to and accept all the terms and conditions under this agreement, without your written book of your legally binding signature on this agreement face to face without any influence.
- 1.4 After you become a member of the Website, you will be given a member account and the corresponding password, which will be kept by the member; Members shall be legally responsible for all activities and events conducted on their account.
- 1.5 Only members of the Website can use the digital asset trading platform provided by the Website to conduct transactions and enjoy other services provided by the Website that are only available to members; Other than membership, you only have access to the website, browse the website and other services provided by the website.
- 1.6 By registering and using any of the services and features provided by the Site, 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 you have reached the age of 16 one full year of life, or according to the applicable rules of law has the legal age to enter into a contract, you are registered on this site, sell or buy, accept this website service activities such as publishing information shall conform to the you have jurisdiction over the sovereignty of the country or region related laws and regulations, and has the ability to fully accept these terms, And enter into transactions to trade digital assets using the Site.
 - 1.6.3 You warrant that your digital assets involved in the transaction are legally acquired and owned.
 - 1.6.4 You agree that you are fully responsible for your own trading or non-trading activities and any gains or losses.



· 1.6.6 You agree to comply with any provisions of relevant laws, including the reporting of any trading profits for tax purposes.

· 1.6.7 This Agreement is only for the restriction of the rights and obligations between you and us, and does not involve the legal relationship and legal disputes between users of the Website and other websites and you arising from digital asset transactions.

We reserve the right to amend this Agreement from time to time and make a public announcement on the website without notifying you separately. The time of change will be marked on the first page of this Agreement and will come into force automatically once it is published on the website. You shall from time to time review and pay attention to the updated time and content of this Agreement. If you do not agree with the relevant changes, you shall immediately stop using the Services of the Website; By continuing to use the Services of the Website, you accept and agree to be bound by the Agreement as amended.

3.1 Qualifications for registration

· You acknowledge and promise that: when you complete the registration process or actually use the Services provided by the Website in other ways permitted by the Website, you shall be a natural person, legal person or other organization that has the ability to enter into this Agreement and use the Services provided by the Website as required by applicable laws. Once you click the "Agree to Register" button, it means that you or your authorized agents have agreed to the contents of this Agreement and registered and used the Services of the Website by their agents. If you do not have the aforementioned subject qualification, you and your authorized agent shall be liable for all consequences arising therefrom, and the Company reserves the right to cancel or permanently freeze your account and hold you and your authorized agent liable.

· 3.2 Purpose of registration

· You confirm and promise that you do not register on the Website for the purpose of violating laws and regulations or disrupting the order of digital assets trading on the Website.

· 3.3 Registration process

· 3.3.1 You agree to provide valid email, mobile phone number and other information in accordance with the requirements on the user registration page of the Website. You may use the email, mobile phone number provided or confirmed by you or other methods allowed by the Website as login means to access the Website. If necessary, in accordance with the relevant laws and regulations of different jurisdictions, you must provide your real name, ID card and other relevant information stipulated in the laws and regulations, privacy provisions and anti-money laundering provisions, and constantly update the registration information, in accordance with the requirements of timely,

shall bear any direct or indirect losses and adverse consequences arising therefrom.

- 3.3.2 If the laws, regulations, rules, orders and other norms of your sovereign country or region require that your mobile phone number be registered with your real name, you agree that the registered mobile phone number is registered with your real name. If you do not provide the registered mobile phone number in accordance with the provisions, you shall be responsible for any direct or indirect losses and adverse consequences caused to you.
- 3.3.3 You have the right to obtain the account and password of the Website by legally, completely and effectively providing the information required for registration and verifying that you have obtained the account and password of the Website. Once you have obtained the account and password of the Website, you are deemed to have successfully registered and can login as a member of the Website.
- 3.3.4 You agree to receive emails and/or short messages sent by the Website in connection with the management and operation of the Website.

The Website only provides online trading platform services for your digital asset trading activities (including but not limited to digital asset trading and other services) through the Website, and the Website does not act as the buyer or seller to participate in the transaction of digital assets itself. This website does not provide any national legal tender filling and withdrawal of related services.

· 4.1 Service Contents

- 4.1.1 You have the right to browse the real-time market and trading information of various products of digital assets on the Website, and to submit digital asset trading orders and complete digital asset trading through the Website.
- 4.1.2 You have the right to view the information under the member account of the Website and to operate by using the functions provided by the Website.
- 4.1.3 You have the right to participate in activities organized by the Website in accordance with the activity rules published by the Website.
- 4.1.4 Other services the Website promises to provide to you.
- 4.2. Service Rules You undertake to abide by the following Service Rules of the Site:

2, you shall abide by the laws and regulations, the provisions of the regulations, and the policy requirements, ensure the legitimacy of the source of all digital assets in the account, may in this web site or use of this web site services to engage in illegal or other damage to the web site or third



information or speech, using or forging email headers of the website without the authorization of the website.



· 4.2.2 You shall abide by laws and regulations, properly use and keep the security of your account, login password, fund password, mobile phone number bound to your registration, and mobile phone verification code received by your mobile phone. You are fully responsible for any operation and consequences of using your account and login password, fund password and mobile phone verification code of the Website. If you find that your account, login password, or fund password, or verification code of the Website is used by a third party without authorization, or there is any other account security problem, you shall immediately and effectively notify the Website and request the Website to suspend the account service of the Website. The Website has the right to take action on your such request within a reasonable time, but the Website shall not be liable for any consequences (including but not limited to any loss to you) that have occurred prior to taking such action. You are not allowed to donate, borrow, rent, transfer or otherwise dispose of your account to others without the consent of the Website.

· 4.2.3 You agree that you are responsible for all activities under your account and password of the Website (including but not limited to information disclosure, release of information, online consent or submission of various rule agreements, online renewal agreements or purchase of services).

· 4.2.4 You shall not maliciously interfere with the normal conduct of digital asset trading or disrupt the trading order when conducting digital asset trading on the Website; Shall not interfere with the normal operation of the Website or other users' use of the Services by any technical means or other means; Do not maliciously defame the goodwill of this website by fabricating facts or other means.

· 4.2.5 If you have disputes with other users due to online transactions, you shall not request the Website to provide relevant information through any other means than judicial or administrative.

· 4.2.6 The tax payable and all hardware, software, service and other expenses incurred by you in the process of using the services provided by the Website shall be solely judged and borne by you.

· 4.2.7 You shall abide by the Agreement and other service terms and operating rules published and updated by the Website from time to time and have the right to terminate the use of the services provided by the Website at any time.

· 4.3. Product Rules

· 4.3.1 Rules for Trading Products You undertake to abide by the following trading rules when entering into the Website for trading and when conducting transactions with other users through the Website.

· When you browse the transaction information on this website, you should carefully read all the contents contained in the transaction information, including but not limited to price, commission amount, commission fee, buying or selling direction, and you can only click the button to trade after fully accepting all the contents contained in the transaction information.



· 4.3.1.2 Delegate submission

· You can submit the transaction commission after browsing the transaction information and confirming it is correct. After you submit the transaction entrustment, you authorize the Website to make corresponding transaction matching on your behalf, and the Website will automatically complete the transaction matching if there is a transaction meeting your entrustment price without notifying you in advance.

· 4.3.1.3 Check the transaction details

· You can check the corresponding transaction records in the transaction details of the Management Center to confirm your own detailed transaction records.

· 4.3.1.4 Revocation/modification of the entrustment. You have the right to revoke or modify the entrustment at any time before the transaction is concluded.

· V Rights and Obligations of the Website 5.1 If you do not have the registration qualification agreed herein, the Website shall have the right to refuse your registration, and if you have registered, the Website shall have the right to cancel your member account, and the Website reserves the right to hold you or your authorized agent accountable. At the same time, the website reserves the right to decide whether to accept your registration in any other circumstances.

· 5.2 If the Website finds that the user of the account is not the original registrant of the account, it has the right to suspend or terminate the use of the account.

· 5.3 If the Website reasonably suspects that the information provided by you is wrong, false, invalid or incomplete through technical testing, manual sampling testing or other testing methods, the Website has the right to notify you to correct, update the information or suspend or terminate the provision of the Website Services.

· 5.4 The Website reserves the right to correct any information displayed on the Website if it is found to be obviously wrong.

· 5.5 The Website reserves the right to modify, suspend or terminate the Services of the Website at any time without prior notice to you; If the Website terminates one or more of the Services of the



- 5.6 The Website shall take necessary technical means and management measures to ensure the normal operation of the Website, provide necessary and reliable trading environment and trading services, and maintain the order of digital assets trading.
 - 5.7 If you do not use your member account and password to log into the Website for one consecutive year, the Website has the right to cancel your account of the Website. After the cancellation of the account, the website has the right to open the corresponding member name to other users for registration.
 - 5.8 The Website ensures the security of your digital assets by strengthening technology investment and improving security precautions, and is obligated to inform you in advance of any foreseeable security risks to your account.
 - 5.9 The Website has the right to delete at any time any content and information that does not comply with laws and regulations or the provisions of the Website, and the Website does not need to notify you in advance to exercise such right.
 - 5.10 The Website has the right to request you to provide more information or materials according to the laws, regulations, rules, orders and other norms of your sovereign country or region, and to take reasonable measures to meet the requirements of local norms, and you are obliged to cooperate; The Website reserves the right to suspend or permanently stop the opening of the Website and all or part of its services to you in accordance with the requirements of laws, regulations, rules, orders and other norms of your sovereign country or region.
- 6.1 In no event shall we be liable to you for direct damage in excess of the total amount of expenses incurred by you from your use of the Services for a period of three (3) months.
- 6.2 If you violate this Agreement or other laws and regulations, you shall indemnify us at least USD 2,000,000 and bear all expenses incurred thereby (including attorney's fees, etc.). If it is not enough to cover the actual loss, you shall make up for it.

Seven, to seek injunctive relief rights we and you are admitted to breach of contract or common law may be default remedies is enough to make up for the loss of all our, therefore, the party in breach shall have the right to seeking injunctive relief in May default or default and all other common law or in equity to allow the remedial measures.

8.1 You understand and agree that, under no circumstances shall we be liable for the following matters:

- 8.1.1 Loss of revenue;



- 8.1.3 Business interruption
- 8.1.4 Loss of anticipated money savings;
- 8.1.5 Loss of information;
- 8.1.6 Loss of opportunity, goodwill or reputation;
- 8.1.7 Damage or loss of data;
- 8.1.8 Cost of purchasing alternative products or services;
- 8.1.9 any indirect, special or incidental loss or damage arising out of tort (including negligence), breach of contract or any other cause, whether or not such loss or damage could reasonably be foreseen by us; Whether or not we are informed in advance of 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 are not liable for any damages to you as a result of any of the following:
 - 8.2.1 We have reasonable grounds to believe that your specific transaction may be materially illegal or in breach of contract.
 - 8.2.2 We have reasonable grounds to believe that your conduct on the Website is illegal or unethical.
 - 8.2.3 Costs and losses arising from the purchase or acquisition of any data, information, transactions or other acts or substitutes through the Services of the Website.
 - 8.2.4 Your misunderstanding of the Services of the Website.
 - 8.2.5 Any other loss related to the services provided by the Website that is not caused by us.

8.3, We are due to the information network equipment maintenance, network connection failure, computer, communications, or other system failure, power failure, weather conditions, accidents, strikes, labor disputes, riots, insurrection, riots, productivity or insufficient productive resources, fire, flood, storm, explosion, war, bank or other reasons, digital asset market collapse, the government behavior, We shall not be liable for any failure or delay in our Services or for any loss incurred to you



8.4, we cannot guarantee that this web site contains all the information, procedures, such as text completely safe, free from any viruses, trojans and other malicious programs of the interference and damage, if you log in, any service or use of this web site to download and use the download of any program, information, data, and so on is your personal decision and to take risks and possible losses.

, 8.5 our website link to our website and any third party any of the information, products and business and any other form of content that does not belong to our body, such as not to make any guarantee and commitment, if you use any service provided by the third party sites, information and products are all your personal decision and assume the resulting all responsibilities.

· 8.6 We make no warranties, express or implied, regarding your use of the Services of the Website, including but not limited to the suitability, absence of errors or omissions, continuity, accuracy, reliability and suitability for a particular purpose of the Services provided by the Website. At the same time, we do not make any commitment or guarantee about the validity, accuracy, correctness, reliability, quality, stability, integrity and timeliness of the technology and information related to the services provided by this website. Whether you log in or use the services provided by this website is your own decision and your own risk and possible loss. We do not make any express or implied warranties regarding the market, value and price of digital assets. You understand and understand that the market of digital assets is unstable and the price and value may fluctuate or collapse at any time. Trading digital assets is your own free choice and decision and you will bear the risk and possible loss.

· 8.7 Our warranties and undertakings set forth in this Agreement are the sole warranties and representations made by us in connection with this Agreement and the Services to be provided by the Site and supersede any other warranties and undertakings, whether written or oral, express or implied, arising by any other means and means. All of these warranties and representations represent only our own warranties and warranties and do not warrant compliance by any third party with the warranties and warranties contained in this Agreement.

· 8.8 We do not waive any right to limit, release or set off our liability for damages not mentioned in this Agreement to the maximum extent applicable to law.

· 8.9 Upon registration, you acknowledge any operation we conduct in accordance with the rules set forth in this Agreement, and any risks arising therefrom shall be borne by you.

9.1 The Website shall have the right to cancel your account of the Website in accordance with the provisions hereof, and the Agreement shall terminate on the date of such cancellation.

· 9.2 The Website shall have the right to terminate all the Services of the Website in accordance with the provisions hereof, and the Agreement shall terminate on the date of termination of all the



· 9.3 After the termination of this Agreement, you shall not be entitled to require the Website to continue to provide any services or perform any other obligations, including but not limited to requiring the Website to retain or disclose to you any information in its original website account, or forward to you or any third party any information that has not been read or sent by the Website.

· 9.4 The termination of this Agreement shall not affect the non-breaching party's assumption of other liabilities.

Ten, intellectual property, 10.1 this web site contains all intellectual property including but not limited to site marks, database, web design, text and graphics, software, photos, videos, music, sound and the combination of software compilation, relevant source code and software (including small applications and scripts) intellectual property rights are owned by this website. You may not copy, alter, copy, send or use any of the foregoing materials or contents for commercial purposes.

· 10.2 All rights contained in the name of the Website (including but not limited to goodwill and trademarks and logos) are owned by the Company.

· 10.3 Your acceptance of this Agreement shall be deemed as your initiative to publish the copyright of any form of information on the Website, including but not limited to: Copy rights, distribution rights, right of rental, exhibition, which, presentation, broadcasting, information network transmission right, rights, rights, translation rights, the right of assembly And other negotiable shall be enjoyed by the copyright owner's right to exclusive to this website all free of charge, this website has the right on any subject infringement lawsuit alone and get full compensation. This Agreement shall apply to any content of works protected by copyright laws that you publish on the Website, whether such 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 the Website or others during the use of the Services of the Website. You may not publish or authorize other websites (and media) to use the information that has been published on this website in any form.

· 10.5 Your access to the Site or use of any of the services provided by the Site shall not be deemed a transfer of any intellectual property rights by us to you.

· XI. Information Protection 11.1 Scope of Application

· 11.1.1 When you register or use an account on the Website, you provide personal registration information as required by the Website, including but not limited to telephone number, email information and ID information.

· 11.1.2 When you use the Services of the Website or visit the web pages of the Website, the Website automatically receives and records the server values on your browser, including but not limited to IP



- 11.1.3 Relevant data collected by the Website concerning your transactions on the Website, including but not limited to transaction records.
- 11.1.4 Other personal information obtained by the Website through legal channels.
- 11.2 Use of information
 - 11.2.1 No additional consent is required. Your successful registration of the Website will be deemed as your consent to the Website collecting and using all kinds of information of the Website, as set forth in Article 11.1. You understand and agree that the Website may use your information collected for the following purposes, including but not limited to:
 - 11.2.1.1 to provide you with the Services of the Site;
 - 11.2.1.2 Report to relevant departments based on the requirements of relevant competent authorities of sovereign countries or regions;
 - 11.2.1.3 When you use the Services of the Website, the Website will use your information for authentication, customer service, security prevention, fraud detection, marketing, archiving and backup purposes, or cooperate with third parties to promote the Website and other legitimate purposes to ensure the security of products and services provided to you by the Website;
 - 11.2.1.4 Help the Website design new products and services, and collect and organize information for the purpose of improving the existing services of the Website;
 - 11.2.1.5 In order to enable you to understand the specific situation of the Services of the Website, you agree that the Website will send notice of marketing activities, commercial electronic information and provide advertisements related to you in place of advertisements generally placed;
 - 11.2.1.6 The Website transfers or discloses your information to any non-associated third party for the purpose of completing a merger, division, acquisition or asset transfer;
 - 11.2.1.7 Software certification or management software upgrade;
 - 11.2.1.8 Invites you to participate in a survey regarding the Services of the Website;
 - 11.2.1.9 Data analysis for cooperation with government agencies, public affairs institutions, associations, etc.;
 - 11.2.1.10 for all other lawful purposes and for other purposes authorized by you.

personal information for free by any means.

· 11.3 The Website shall keep confidential the customer identity information and transaction information obtained, and shall not provide customer identity information and transaction information to any unit or individual, except those required by laws, regulations, decrees, orders and other provisions of relevant sovereign countries or regions.

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

13, export control, you understand and acknowledge, according to the laws related to the seychelles, you may not use any materials on this site (including software) export, export, import or transfer again, if you promise not to take the initiative to carry out or assist or participate in any of the above violation of the relevant laws and regulations of export or transfer or other ACTS of violation of applicable laws and regulations; If such situation is found, we will actively report to us and help us deal with it.

· XIV. Assignment of the rights and obligations set forth in this Agreement shall also bind assignees, heirs, executors and administrators of the parties benefiting from such rights and obligations. You may not assign our rights and obligations under this Agreement to any third party without our consent, but we may assign our rights and obligations under this Agreement to any third party at any time by giving you 30 days notice.

Severability If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, it shall not affect the validity of the remaining provisions of this Agreement.

· XVI. Non-Agency Relationship Nothing in this Agreement shall be deemed to create, imply or otherwise treat us as your agent, trustee or other representative except as otherwise provided herein.

No waiver by us or by either of you of any liability for breach of contract or any other liability set forth herein shall be deemed or construed as a waiver of any other liability for breach of contract; The failure to exercise any right or remedy shall not in any way be construed as a waiver of such right or remedy.

All headings are for convenience only and shall not be used to expand or limit the content or scope of the terms of this Agreement.



shall be governed by the relevant laws of the Republic of Seychelles; Any claim or action arising out of or in connection with the Services agreed upon herein shall be governed, interpreted and enforced in accordance with the laws of the Republic of Seychelles. For the avoidance of doubt, this clause expressly applies to any infringement claim against us. The competent court or place of any claim or action against us or in relation to us shall be in the republic of seychelles. You have unconditional and exclusive jurisdiction to proceed proceedings and appeals in the courts of the Republic of Seychelles. You also unconditionally agree that any dispute or issue in connection with this Section or any claims and proceedings arising therefrom shall take place in or in a court exclusive to the Republic of Seychelles, and if any other business of this Website has special provisions regarding the jurisdiction therefrom. The doctrine of court inconvenience shall not apply to the court of choice under these Terms of Service.



20.1 This Agreement shall come into force upon you clicking the "consent to register" on the registration page of the Website, completing the registration procedure and obtaining your account and password of the Website, and shall be binding upon the Website and you.

· 20.2 The Website reserves the right of final interpretation of this Agreement.

Know your customers and anti-money laundering policies

1.1 We undertake to scrupulously comply with the Know Your Customer and anti-money laundering laws and regulations and shall not knowingly violate the Know Your Customer and Anti-Money Laundering Policy. Within the scope of our reasonable control we will take the necessary measures and technology to provide you with safe services, as far as possible so that you are free from the loss caused by the suspect's money laundering behavior.

· 1.2 Our Know Your Customer and AML Policy is a comprehensive system of international policies, including the Know Your Customer and AML Policy of different jurisdictions to which you belong. Our robust compliance framework ensures that we meet regulatory requirements and levels at both the local and global levels and that the site continues to operate.

2.1 Enact a Know Your Customer and AML Policy and update it from time to time to meet the standards set forth in the applicable laws and regulations;

· 2.2 Issue and update some of the guidelines and rules for the operation of the Site, and our employees will provide the Services in accordance with the guidelines of such principles and rules;

· 2.3 Design and complete procedures for internal monitoring and control of transactions, such as identity verification by strict means, and arrange to set up a professional team specifically responsible for anti-money laundering;



- 2.5 Review and periodically check transactions that have occurred;
- 2.6 Report suspicious transactions to the competent authorities;
- 2.7 Proof of identity documents, address documents and transaction records will be maintained for at least six years and will be submitted to regulatory authorities without prior notice to you.
- 2.8 The use of credit cards is prohibited during the whole transaction;
- III. Identity Information and Verification
 - 3.1.1 Depending on different regulations in different jurisdictions and different types of entities, the content of the information we collect about you may not be consistent. In principle, we will collect the following information from registered individuals:
 - Basic Personal Information: Your name, address (and permanent address, if different), date of birth, nationality and other information available. Authentication should be based on a document issued by an official or other similar authority, such as a passport, ID card, or other identification document required and triggered by a different jurisdiction. The address you provide will be verified using appropriate methods, such as checking passenger or interest rate notes or checking voter registers.
 - Valid photo: Before you register, you are required to provide a photo of you holding your ID card on your chest;
 - Contact information: telephone/mobile number and/or a 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; Copy of articles of association and memorandum of the company; Detailed proof of the company's equity structure and ownership statement, as well as the board resolution of the authorized trustee that decides the opening and execution of the account on this website; Identification documents of directors, major shareholders and authorized signatories of the account on this website as required; The principal business address of the company and, if different from the company's mailing address, provide the mailing address. If the company's local address is not consistent with its principal business address, it is considered a high risk customer and additional documentation is required.
 - Other certifications and documents issued by authorities as required by us and as we deem necessary, depending on different regulations in different jurisdictions and different types of entities.



· 3.2 Confirmation and verification

· 3.2.1 We require you to provide the full page content of your identity document.

· 3.2.2 We ask you to provide a photo of you holding your identification document on your chest.

· 3.2.3 Generally, the copies of supporting documents shall be checked against the original vouchers. However, a copy of the document is acceptable if a reliable and suitable certifier can prove that it is an accurate and complete copy of the original document. Such certifiers include ambassadors, commissioners of justice, and sheriffs.

· 3.2.4 The requirement to identify the ultimate beneficiary and control of the account is to determine which individuals ultimately own or control the direct customer and/or to determine that the ongoing transaction is being executed on behalf of others. In the case of a business, the identity of major shareholders (for example, those holding 10 per cent or more of the voting interest) should be verified. Generally, the shareholding of 25% will be considered as normal risk, and the identity of the shareholder shall be verified. If 10% or more voting rights or shares are considered to be high risk, the shareholder's identity must be verified.

· IV. Monitor transactions

· 4.1 We set and adjust the maximum limit of daily transaction and currency withdrawal from time to time according to the security and actual transaction situation;

· 4.2 If transactions occur frequently and concentrated in a registered user or there are unreasonable circumstances, our professional team will assess and decide whether they are suspicious;

· 4.3 We may take restrictive measures such as suspending the Transaction, rejecting the Transaction, or even reversing the Transaction as soon as possible if possible, and report to the competent authorities at the same time, without notifying you, in the event that we deem the Transaction to be suspicious;

· 4.4 We reserve the right to refuse applications for registration from jurisdictions that do not meet international anti-money laundering standards or persons who are considered to be political public figures, and we reserve the right to suspend or terminate transactions that we judge to be suspicious at any time, but we do so without contravening any of our obligations and responsibilities to you.