



DefiX Finance
NEXT GEN CRYPTO



TERMS OF USE

NEXT GEN CRYPTO

www.defix.com.my

TERMS OF USE

These DefiXFinance Terms of Use is entered into between you (hereinafter referred to as “you” or “your”) and DefiXFinance operators (as defined below). By accessing, downloading, using or clicking on “I agree” to accept any DefiXFinance Services (as defined below) provided by DefiXFinance (as defined below), you agree that you have read, understood and accepted all of the terms and conditions stipulated in these Terms of Use (hereinafter referred to as “these Terms”) as well as our Privacy Policy at www.DefiXFinance.com/en/privacy. In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features.

Please read the terms carefully as they govern your use of DefiXFinance Services. THESE TERMS CONTAIN IMPORTANT PROVISIONS INCLUDING AN ARBITRATION PROVISION THAT REQUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF LEGALLY BINDING ARBITRATION. The terms of the arbitration provision are set forth in Article 10, “Resolving Disputes: Forum, Arbitration, Class Action Waiver”, hereunder. As with any asset, the values of Digital Currencies (as defined below) may fluctuate significantly and there is a substantial risk of economic losses when purchasing, selling, holding or investing in Digital Currencies and their derivatives. BY MAKING USE OF DEFIXFINANCE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF DIGITAL CURRENCIES AND THEIR DERIVATIVES; (2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF DEFIXFINANCE SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES AND THEIR DERIVATIVES; AND (3) DEFIXFINANCE SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.

By accessing, using or attempting to use DefiXFinance Services in any capacity, you acknowledge that you accept and agree to be bound by these Terms. If you do not agree, do not access DefiXFinance or utilize DefiXFinance services.

DEFINITIONS

DefiXFinance refers to an ecosystem comprising DefiXFinance websites (whose domain names include but are not limited to <https://www.DefiXFinance.com/en>), mobile applications, clients, applets and other applications that are developed to offer DefiXFinance Services, and includes independently-operated platforms, websites and clients within the ecosystem. In case of any inconsistency between relevant terms of use of the above platforms and the contents of these Terms, the respective applicable terms of such platforms shall prevail.

DefiXFinance Operators : refer to all parties that run DefiXFinance, including but not limited to legal persons, unincorporated organizations and teams that provide DefiXFinance Services and are responsible for such services. For convenience, unless otherwise stated, references to “DefiXFinance” and “we” in these Terms specifically mean DefiXFinance Operators. UNDER THESE TERMS, DEFIXFINANCE OPERATORS MAY CHANGE AS DEFIXFINANCE’S BUSINESS ADJUSTS, IN WHICH CASE, THE CHANGED OPERATORS SHALL PERFORM THEIR OBLIGATIONS UNDER THESE TERMS WITH YOU AND PROVIDE SERVICES TO YOU, AND SUCH CHANGE DOES NOT AFFECT YOUR RIGHTS AND INTERESTS UNDER THESE TERMS. ADDITIONALLY, THE SCOPE OF DEFIXFINANCE OPERATORS MAY BE EXPANDED DUE TO THE PROVISION OF NEW DEFIXFINANCE SERVICES, IN WHICH CASE, IF YOU CONTINUE TO USE DEFIXFINANCE SERVICES, IT IS DEEMED THAT YOU HAVE AGREED TO JOINTLY EXECUTE THESE TERMS WITH THE NEWLY ADDED DEFIXFINANCE OPERATORS. IN CASE OF A DISPUTE, YOU SHALL DETERMINE THE ENTITIES BY WHICH THESE TERMS ARE PERFORMED WITH YOU AND THE COUNTERPARTIES OF THE DISPUTE, DEPENDING ON THE SPECIFIC SERVICES YOU USE AND THE PARTICULAR ACTIONS THAT AFFECT YOUR RIGHTS OR INTERESTS.

DefiXFinance Services refer to various services provided to you by DefiXFinance that are based on Internet and/or blockchain technologies and offered via DefiXFinance websites, mobile applications, clients and other forms (including new ones enabled by future technological development). DefiXFinance Services include but are not limited to such DefiXFinance ecosystem components as Digital Asset Trading Platforms, the financing sector, existing services offered by Trust Wallet and novel services to be provided by DefiXFinance.

DefiXFinance Platform Rules refer to all rules, interpretations, announcements, statements, letters of consent and other contents that have been and will be subsequently released by DefiXFinance, as well as all regulations, implementation rules, product process descriptions, and announcements published in the Help Center or within products or service processes.

Users refer to all individuals, institutions or organizations that access, download or use DefiXFinance or DefiXFinance Services and who meet the criteria and conditions stipulated by DefiXFinance. If there exist other agreements for such entities as developers, distributors, market makers, and Digital Currencies exchanges, such agreements shall be followed.

Digital Currencies refer to encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.

Digital Assets refer to Digital Currencies, their derivatives or other types of digitalized assets with a certain value.

DefiXFinance Accounts refer to the foundational virtual accounts, including main accounts and subaccounts, which are opened by DefiXFinance for Users to record on DefiXFinance their usage of DefiXFinance Services, transactions, asset changes and basic information. DefiXFinance Accounts serve as the basis for Users to enjoy and exercise their rights on DefiXFinance.

Crypto-to-crypto Trading refers to spot transactions in which one digital currency is exchanged for another digital currency.

Fiat Trading refers to spot transactions in which Digital Currencies are exchanged for fiat currencies or vice versa.

Collateral Accounts refer to special accounts opened by Users on DefiXFinance to deposit and withdraw collateral (such as margins) in accordance with these Terms (including the DefiXFinance Contract Services Agreement and DefiXFinance Platform Rules), as required for contract transactions, leveraged trading and/or currency borrowing services.

Loan/Lending refers to DefiXFinance's lending of Digital Currencies to Users at an interest collected in certain ways (in the form of Digital Currencies), including but not limited to the leveraged trading and currency lending services currently offered, and other forms of loan/lending services to be launched by DefiXFinance.

GENERAL PROVISIONS

About These Terms

(a) **Contractual Relationship**

These Terms constitute a legal agreement and create a binding contract between you and DefiXFinance Operators.

(b) **Supplementary Terms**

Due to the rapid development of Digital Currencies and DefiXFinance, these Terms between you and DefiXFinance Operators do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, THE PRIVACY POLICY, DEFIXFINANCE PLATFORM RULES, AND ALL OTHER AGREEMENTS ENTERED INTO SEPARATELY BETWEEN YOU AND DEFIXFINANCE ARE DEEMED SUPPLEMENTARY TERMS THAT ARE AN INTEGRAL PART OF THESE TERMS AND SHALL HAVE THE SAME LEGAL EFFECT. YOUR USE OF DEFIXFINANCE SERVICES IS DEEMED YOUR ACCEPTANCE OF THE ABOVE SUPPLEMENTARY TERMS.

(c) **Changes to These Terms**

DefiXFinance reserves the right to change or modify these Terms in its discretion at any time. DefiXFinance will notify such changes by updating the terms on its website () and modifying the [Last revised] date displayed on this page. ANY AND ALL MODIFICATIONS OR CHANGES TO THESE TERMS WILL BECOME EFFECTIVE UPON PUBLICATION ON THE WEBSITE OR RELEASE TO USERS. THEREFORE, YOUR CONTINUED USE OF DEFIXFINANCE SERVICES IS DEEMED YOUR ACCEPTANCE OF THE MODIFIED AGREEMENT AND RULES. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TERMS, YOU MUST STOP USING DEFIXFINANCE SERVICES IMMEDIATELY. YOU ARE RECOMMENDED TO FREQUENTLY REVIEW THESE TERMS TO ENSURE YOUR UNDERSTANDING OF THE TERMS AND CONDITIONS THAT APPLY TO YOUR ACCESS TO AND USE OF DEFIXFINANCE SERVICES.

(d) **Prohibition of Use**

BY ACCESSING AND USING DEFIXFINANCE SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE NOT BEEN INCLUDED IN ANY TRADE EMBARGOES OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), THE LIST OF SPECIALLY DESIGNATED NATIONALS MAINTAINED BY OFAC (THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY), OR THE DENIED PERSONS OR ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE. DEFIXFINANCE RESERVES THE RIGHT TO CHOOSE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS, AND MAY RESTRICT OR REFUSE, IN ITS DISCRETION, THE PROVISION OF DEFIXFINANCE SERVICES IN CERTAIN COUNTRIES OR REGIONS.

ABOUT DEFIXFINANCE

As an important part of the DefiXFinance Ecosystem, DefiXFinance mainly serves as a global online platform for Digital Assets trading, and provides Users with a trading platform, financing services, technical services and other Digital Assets-related services. As further detailed in Article 3 below, Users must register and open an account with DefiXFinance, and deposit Digital Assets into their account prior to trading. Users may, subject to the restrictions set forth in these Terms, apply for the withdrawal of Digital Assets.

Although DefiXFinance has been committed to maintaining the accuracy of the information provided through DefiXFinance Services, DefiXFinance cannot and does not guarantee its accuracy, applicability, reliability, integrity, performance or appropriateness, nor shall DefiXFinance be liable for any loss or damage that may be caused directly or indirectly by your use of these contents. The information about DefiXFinance Services may change without notice, and the main purpose of providing such information is to help Users make independent decisions. DefiXFinance does not provide investment or consulting advice of any kind, and is not responsible for the use or interpretation of information on DefiXFinance or any other communication medium. All Users of DefiXFinance Services must understand the risks involved in Digital Assets trading, and are recommended to exercise prudence and trade responsibly within their own capabilities.

DEFIXFINANCE ACCOUNT REGISTRATION AND REQUIREMENTS

(a) Registration

All Users must apply for a DefiXFinance Account at (<https://accounts.DefiXFinance.com/en/register>) before using DefiXFinance Services. When you register a DefiXFinance Account, you must provide your real name, email address and password, and accept these Terms, the Privacy Policy, and other DefiXFinance Platform Rules. DefiXFinance may refuse, in its discretion, to open a DefiXFinance Account for you. You agree to provide complete and accurate information when opening a DefiXFinance Account, and agree to timely update any information you provide to DefiXFinance to maintain the integrity and accuracy of the information. Only one User can be registered at a time, but each individual User (including any User that is a business or legal entity) may maintain only one main account at any given time. Institutional Users (including Users that are businesses and other legal entities) can open one or more subaccounts under the main account with the consent of DefiXFinance. For certain DefiXFinance Services, you may be required to set up a special account independent from your DefiXFinance Account, based on the provisions of these Terms or the Supplementary Terms. The registration, use, protection and management of such trading accounts are equally governed by the provisions of this article and article 6, unless otherwise stated in these Terms or the Supplementary Terms.

(b) Eligibility

By registering to use a DefiXFinance Account, you represent and warrant that (i) as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws; (ii) as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms; (iii) you have not been previously suspended or removed from using DefiXFinance Services; (iv) you do not currently have a DefiXFinance Account; (v) your use of DefiXFinance Services will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.

(c) User Identity Verification

Your registration of an account with DefiXFinance will be deemed your agreement to provide required personal information for identity verification. Such information will be used to verify Users' identity, identify traces of money laundering, terrorist financing, fraud and other financial crimes through DefiXFinance, or for other lawful purposes stated by DefiXFinance. We will collect, use and share such information in accordance with our Privacy Policy. In addition to providing such information, you agree to allow us to keep a record of that information during the period for which your account is active and within five (5) years after your account is closed, in compliance with global industry standards on data storage. You also authorize us to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud. The information we require to verify your identity may include, but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during account registration. When providing the required information, you confirm it is true and accurate. AFTER REGISTRATION, YOU MUST ENSURE THAT THE INFORMATION IS TRUE, COMPLETE, AND TIMELY UPDATED WHEN CHANGED. IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED OR INCOMPLETE, DEFIXFINANCE RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF DEFIXFINANCE SERVICES WE PROVIDE FOR YOU. IF WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO DEFIXFINANCE DURING YOUR USE OF DEFIXFINANCE SERVICES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE THE OBLIGATION TO UPDATE ALL THE INFORMATION IF THERE IS ANY CHANGE. BY REGISTERING AN ACCOUNT, YOU HEREBY AUTHORIZE DEFIXFINANCE TO CONDUCT INVESTIGATIONS THAT DEFIXFINANCE CONSIDERS NECESSARY, EITHER DIRECTLY OR THROUGH A THIRD PARTY, TO VERIFY YOUR IDENTITY OR PROTECT YOU, OTHER USERS AND/OR DEFIXFINANCE FROM FRAUD OR OTHER FINANCIAL CRIMES, AND TO TAKE NECESSARY ACTIONS BASED ON THE RESULTS OF SUCH INVESTIGATIONS. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT BUREAUS AND AGENCIES FOR FRAUD PREVENTION OR FINANCIAL CRIME PREVENTION, WHICH MAY RESPOND TO OUR INVESTIGATIONS IN FULL.

(d) **Account Usage Requirements**

The DefiXFinance Account can only be used by the account registrant. DefiXFinance reserves the right to suspend, freeze or cancel the use of DefiXFinance Accounts by persons other than account registrant. If you suspect or become aware of any unauthorized use of your username and password, you should notify DefiXFinance immediately. DefiXFinance assumes no liability for any loss or damage arising from the use of DefiXFinance Account by you or any third party with or without your authorization.

(e) **Account Security**

DefiXFinance has been committed to maintaining the security of User entrusted funds, and has implemented industry standard protection for DefiXFinance Services. However, the actions of individual Users may pose risks. You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your DefiXFinance Account and personal information.

You should be solely responsible for keeping safe of your DefiXFinance Account and password, and be responsible for all the transactions under your DefiXFinance Account. DefiXFinance assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

By creating a DefiXFinance Account, you hereby agree that:

you will notify DefiXFinance immediately if you are aware of any unauthorized use of your DefiXFinance Account and password or any other violation of security rules;

you will strictly abide by all mechanisms or procedures of DefiXFinance regarding security, authentication, trading, charging, and withdrawal; and

you will take appropriate steps to logout from DefiXFinance at the end of each visit.

(f) Personal Data

Your personal data will be properly protected and kept confidential, but DefiXFinance has the right to collect, process, use or disclose your personal data in accordance with the Terms (including the Privacy Policy) or applicable laws. Depending on the products or services concerned, your personal data may be disclosed to the following third parties: your transaction counterparty; DefiXFinance Operators, and the shareholders, partners, investors, directors, supervisors, senior managers and employees of such entities; our joint ventures, alliance partners and business partners; our agents, contractors, suppliers, third-party service providers and professional advisers, including the parties who have been contracted to provide us with administrative, financial, research, operations, IT and other services, in such areas as telecommunications, information technology, payroll, information processing, training, market research, storage and archival; third-party business partners who provide goods and services or sponsor contests or other promotional activities, whether or not in cooperation with us; insurance companies or insurance investigators and credit providers; credit bureaus, or any debt collection agencies or dispute resolution centers in the event of violation or dispute; business partners, investors, trustees or assignees (actual or expected) that promote business asset transactions (which can be broadened to include any merger, acquisition or asset sale) of DefiXFinance Operators; professional consultants such as auditors and lawyers; relevant government regulatory agencies or law enforcement agencies to comply with laws or regulations formulated by government authorities; assignees of our rights and obligations; banks, credit card companies and their respective service providers; persons with your consent as determined by you or the applicable contract.

DEFIXFINANCE SERVICES

Upon completion of the registration and identity verification for your DefiXFinance Account, you may use various DefiXFinance Services, including but not limited to, Crypto-to-crypto Trading, Fiat Trading, contract trading, leveraged trading, DefiXFinance Savings services, staking, acquiring market-related data, research and other information released by DefiXFinance, participating in User activities held by DefiXFinance, etc., in accordance with the provisions of these Terms (including DefiXFinance Platform Rules and other individual agreements).

DefiXFinance has the right to:

Provide, modify or terminate, in its discretion, any DefiXFinance Services based on its development plan; and
 Allow or prohibit some Users' use of any DefiXFinance Services in accordance with relevant DefiXFinance Platform Rules.

SERVICE USAGE GUIDELINES

(a) License

Provided that you constantly comply with the express terms and conditions stated in these Terms, DefiXFinance grants you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use DefiXFinance Services through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use DefiXFinance Services for resale or commercial purposes, including transactions on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function and access rights regarding DefiXFinance Services should be stipulated in the discretion of DefiXFinance. DefiXFinance reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using DefiXFinance Services in any way not expressly authorized by these Terms.

These Terms only grant a limited license to access and use DefiXFinance Services. Therefore, you hereby agree that when you use DefiXFinance Services, DefiXFinance does not transfer DefiXFinance Services or the ownership or intellectual property rights of any DefiXFinance intellectual property to you or anyone else. All the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the services or provided through DefiXFinance Services, are exclusively owned, controlled and/or licensed by DefiXFinance Operators or its members, parent companies, licensors or affiliates.

DefiXFinance owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as "Feedback") about DefiXFinance or DefiXFinance Services that you provide through email, DefiXFinance Services, or other ways. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to DefiXFinance. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

(a) **Restriction**

When you use DefiXFinance Services, you agree and undertake to comply with the following provisions: During the use of DefiXFinance Services, all activities you carry out should comply with the requirements of applicable laws and regulations, these Terms, and various guidelines of DefiXFinance;

Your use of DefiXFinance Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using DefiXFinance Services;

You agree not to use the services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law);

Without written consent from DefiXFinance, the following commercial uses of DefiXFinance data are prohibited:

- (1) Trading services that make use of DefiXFinance quotes or market bulletin board information.
- (2) Data feeding or streaming services that make use of any market data of DefiXFinance.
- (3) Any other websites/apps/services that charge for or otherwise profit from (including through advertising or referral fees) market data obtained from DefiXFinance.

Without prior written consent from DefiXFinance, you may not modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties.

You may not (i) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of DefiXFinance Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through DefiXFinance Services; (ii) attempt to access any part or function of the properties without authorization, or connect to DefiXFinance Services or any DefiXFinance servers or any other systems or networks of any DefiXFinance Services provided through the services by hacking, password mining or any other unlawful or prohibited means; (iii) probe, scan or test the vulnerabilities of DefiXFinance Services or any network connected to the properties, or violate any security or authentication measures on DefiXFinance Services or any network connected to DefiXFinance Services; (iv) reverse look-up, track or seek to track any information of any other Users or visitors of DefiXFinance Services; (v) take any actions that imposes an unreasonable or disproportionately large load on the infrastructure of systems or networks of DefiXFinance Services or DefiXFinance, or the infrastructure of any systems or networks connected to DefiXFinance services; (vi) use any devices, software or routine programs to interfere with the normal operation of DefiXFinance Services or any transactions on DefiXFinance Services, or any other person's use of DefiXFinance Services; (vii) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to DefiXFinance, or (viii) use DefiXFinance Services in an illegal way.

By accessing DefiXFinance Services, you agree that DefiXFinance has the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice. Examples of such actions include, but are not limited to:

- Blocking and closing order requests;
- Freezing your account;
- Reporting the incident to the authorities;
- Publishing the alleged violations and actions that have been taken;
- Deleting any information you published that are found to be violations.

CRYPTO-TO-CRYPTO TRADING

Upon completion of the registration and identity verification for your DefiXFinance Account, you may conduct Crypto-to-crypto Trading on DefiXFinance in accordance with the provisions of these Terms and DefiXFinance Platform Rules.

(a) **Orders**

Upon sending an instruction of using DefiXFinance Services for Crypto-to-crypto Trading (an “Order”), your account will be immediately updated to reflect the open Orders, and your Orders will be included in DefiXFinance’s order book to match other users’ Orders. If one of your Orders fully or partially matches another user’s Order, DefiXFinance will execute an exchange (a “Transaction”). Once the Transaction is executed, your account will be updated to reflect that the Order has been fully executed and closed, or the Order has been partially executed. The Order will remain uncompleted until it is fully executed or cancelled under paragraph (b) below. To conclude a Transaction, you authorize DefiXFinance to temporarily control the Digital Currencies involved in your Transaction.

(b) **Cancellation**

For Orders initiated through DefiXFinance Services, you may only cancel them before they have been matched with other Users’ Orders. Once your Order has been matched with another user’s Order, you may not change, revoke or cancel DefiXFinance’s authorization to complete the Order. For any partially matched Order, you may cancel the unmatched part of the Order unless such portion has been matched. DefiXFinance reserves the right to reject any cancellation request related to the Order you have submitted. If your account does not have sufficient amount of Digital Currencies to execute an Order, DefiXFinance may cancel the entire Order, or execute part of the Order with the amount of Digital Currencies you have in your account (in each case, any Transaction related fees payable to DefiXFinance are deducted as stated in paragraph (c) below).

(c) **Fees**

You agree to pay DefiXFinance the fees specified in www.DefiXFinance.com/en/fee/schedule. DefiXFinance may, in its discretion, update the fees at any time. Any updated fees will apply to any sales or other Transactions that occur following the effective date of the updated fees. You authorize DefiXFinance to deduct from your account any applicable fees that you owe under these Terms.

(c) **Other Types of Crypto-to-crypto Trading**

In addition to the Crypto-to-crypto Trading that allows users to directly place orders as mentioned in paragraph (a) above, DefiXFinance may, in its discretion, provide technical and platform services for other types of Crypto-to-crypto Trading under its separately formulated DefiXFinance Platform Rules, such as One Cancels the Other (OCO) and block trade.

STAKING PROGRAMS

DefiXFinance will from time to time launch Staking Programs for specific types of Digital Currencies to reward, as per certain rules, users who hold such Digital Currencies in their DefiXFinance Accounts. When participating in Staking Programs, you should note that:

- (a) Unless otherwise stipulated by DefiXFinance, Staking Programs are free of charge and Users may trade during the staking period;
- (b) DefiXFinance does not guarantee Users' proceeds under any Staking Program;
- (c) DefiXFinance has the right to initiate or terminate Staking Program for any Digital Currencies or modify rules on such programs in its sole discretion;
- (d) Users shall ensure that sources of the Digital Currencies they hold in DefiXFinance Accounts are legal and compliant and undertake to observe related laws and regulations. Otherwise, DefiXFinance has the right to take necessary steps in accordance with these Terms or DefiXFinance Platform Rules, including, without limitation, freezing DefiXFinance Accounts or deducting the Digital Currencies awarded to Users who violate the rules of respective Staking Programs.

DEFIXFINANCE POS SERVICE AGREEMENT

- (a) Unless otherwise stipulated by DefiXFinance, Staking Programs are free of charge and Users may trade during the staking period;
- (b) DefiXFinance POS assets will be used in cryptocurrency staking to gain proceeds and other businesses.
- (c) When you use DefiXFinance POS service, you will unconditionally authorize DefiXFinance.com to distribute the staking interest according to the rules of the platform.
- (d) You shall abide by the relevant laws of the State to ensure that the sources of assets are legitimate and compliant when using DefiXFinance POS service.
- (e) When you use DefiXFinance POS service, you should fully recognize the risks of investment in cryptocurrency and operate cautiously.

- (f) You agree that all investment operations conducted on DefiXFinance.com represent your true investment intentions and that unconditionally accept the potential risks and benefits of your investment decisions.
- (g) DefiXFinance.com reserves the right to suspend or terminate DefiXFinance POS service. If necessary, DefiXFinance.com can suspend and terminate DefiXFinance POS service at any time.
- (h) Due to network delay, computer system failures and other force majeure, which may lead to delay, suspension or deviation of DefiXFinance POS service execution, DefiXFinance.com will use commercially reasonable effort to ensure but not promise that DefiXFinance POS service execution system run stably and effectively. DefiXFinance.com does not take any responsibility if the final execution doesn't match your expectations due to the above factors.

LIABILITIES

(1) Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DEFIXFINANCE SERVICES, DEFIXFINANCE MATERIALS AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF DEFIXFINANCE ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND DEFIXFINANCE EXPRESSLY DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, DEFIXFINANCE DOES NOT REPRESENT OR WARRANT THAT THE SITE, DEFIXFINANCE SERVICES OR DEFIXFINANCE MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DEFIXFINANCE DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS, AGREEMENTS AND RULES SET FORTH IN THESE TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR AGREEMENT, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF DEFIXFINANCE SERVICES. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT DEFIXFINANCE WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL ASSETS PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, (C) INTERRUPTION IN ANY SUCH DATA, (D) REGULAR OR UNSCHEDULED MAINTENANCE CARRIED OUT BY DEFIXFINANCE AND SERVICE INTERRUPTION AND CHANGE RESULTING FROM SUCH MAINTENANCE, (E) ANY DAMAGES INCURRED BY OTHER USERS' ACTIONS, OMISSIONS OR VIOLATION OF THESE TERMS, (F) ANY DAMAGE CAUSED BY ILLEGAL ACTIONS OF OTHER THIRD PARTIES OR ACTIONS WITHOUT AUTHORIZED BY DEFIXFINANCE; AND (G) OTHER EXEMPTIONS MENTIONED IN DISCLAIMERS AND PLATFORM RULES ISSUED BY DEFIXFINANCE.

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

[2] Disclaimer of Damages and Limitation of Liability

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

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

[3] Indemnification

Please be aware that all official announcements, news, promotions, competitions and airdrops will be listed on www.DefiXFinance.com/en/support/announcement. USERS UNDERTAKE TO REFER TO THESE MATERIALS REGULARLY AND PROMPTLY. DEFIXFINANCE WILL NOT BE HELD LIABLE OR RESPONSIBLE IN ANY MANNER OF COMPENSATION SHOULD USERS INCUR PERSONAL LOSSES ARISING FROM IGNORANCE OR NEGLIGENCE OF THE ANNOUNCEMENTS.

TERMINATION OF AGREEMENT

(2) Suspension of DefiXFinance Accounts

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

The DefiXFinance Account is subject to a governmental proceeding, criminal investigation or other pending litigation;

We detect unusual activities in the DefiXFinance Account;

We detect unauthorized access to the DefiXFinance Account;

We are required to do so by a court order or command by a regulatory/government authority.

(2) Cancellation of DefiXFinance Accounts

In case of any of the following events, DefiXFinance shall have the right to directly terminate these Terms by cancelling your DefiXFinance Account, and shall enjoy the right but not the obligation to permanently freeze (cancel) the authorizations of your DefiXFinance Account on DefiXFinance and withdraw the corresponding DefiXFinance Account thereof:

after DefiXFinance terminates services to you;

you allegedly register or register in any other person's name as a DefiXFinance User again, directly or indirectly;

the information that you have provided is untruthful, inaccurate, outdated or incomplete;

when these Terms are amended, you state your unwillingness to accept the amended Terms by applying for cancellation of your DefiXFinance Account or by other means;

you request that DefiXFinance Services be terminated; and

any other circumstances where DefiXFinance deems it should terminate DefiXFinance Services.

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

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

(3) Remaining Funds After DefiXFinance Account Termination

Except as set forth in paragraph 4 below, once a DefiXFinance Account is closed/withdrawn, all remaining account balance (which includes charges and liabilities owed to DefiXFinance) will be payable immediately to DefiXFinance. Upon payment of all outstanding charges to DefiXFinance (if any), Users will have 5 business days to withdraw all Digital Assets or funds from the account.

(4) Remaining Funds After DefiXFinance Account Termination Due to Fraud, Violation of Law, or Violation of These Terms

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

NO FINANCIAL ADVICE

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

COMPLIANCE WITH LOCAL LAWS

It is Users' responsibility to abide by local laws in relation to the legal usage of DefiXFinance Services in their local jurisdiction as well as other laws and regulations applicable to Users. Users must also factor, to the extent of their local laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. ALL USERS OF DEFIXFINANCE SERVICES ACKNOWLEDGE AND DECLARE THAT THEIR FUNDS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; USERS AGREE THAT DEFIXFINANCE WILL REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS. DefiXFinance maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate Users' accounts and funds which are flagged out or investigated by legal mandate.

PRIVACY POLICY

Access to DefiXFinance Services will require the submission of certain personally identifiable information. Please review DefiXFinance's Privacy Policy at www.DefiXFinance.com/en/privacy for a summary of DefiXFinance's guidelines regarding the collection and use of personally identifiable information

RESOLVING DISPUTES: FORUM, CLASS ACTION WAIVER

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

RESOLVING DISPUTES: FORUM, CLASS ACTION WAIVER

- [1] Notice of Claim and Dispute Resolution Period. Please contact DefiXFinance first! DefiXFinance wants to address your concerns without resorting to formal legal proceedings, if possible. If you have a dispute with DefiXFinance, then you should contact DefiXFinance and a ticket number will be assigned. DefiXFinance will attempt to resolve your dispute internally as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

In the event the dispute cannot be resolved satisfactorily, and you wish to assert a legal claim against DefiXFinance, then you agree to set forth the basis of such claim in writing in a "Notice of Claim," as a form of prior notice to DefiXFinance. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your DefiXFinance account email. The Notice of Claim should be submitted to an email address or hyperlink provided in your correspondence with DefiXFinance. After you have provided the Notice of Claim to DefiXFinance, the dispute referenced in the Notice of Claim may be submitted by either DefiXFinance or you to arbitration in accordance with paragraph 2 of this Section, below. For the avoidance of doubt, the submission of a dispute to DefiXFinance for resolution internally and the delivery of a Notice of Claim to DefiXFinance are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding). During the arbitration, the amount of any settlement offer made by you or DefiXFinance shall not be disclosed to the arbitrator.

- [2] Class Action Waiver. You and DefiXFinance agree that any claims relating to these Terms or to your relationship with DefiXFinance as a user of DefiXFinance Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) shall be brought against the other party in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and DefiXFinance further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties, including DefiXFinance.

- (3) **Modifications.** DefiXFinance reserves the right to update, modify, revise, suspend, or make any future changes to Section X regarding the parties' Agreement to Arbitrate, subject to applicable law. You hereby consent and agree that it is your responsibility to ensure that your understanding of this Section is up to date. Subject to the applicable law, your continued use of your DefiXFinance account shall be deemed to be your acceptance of any modifications to Section X regarding the parties' Agreement to Arbitrate. You agree that if you object to the modifications to Section X, DefiXFinance may block access to your account pending closure of your account. In such circumstances, the Terms of Use prior to modification shall remain in full force and effect pending closure of your account.
- (4) **Severability.** If any portion of these Terms are adjudged to be invalid or unenforceable for any reason or to any extent, the remainder of these Terms will remain valid and enforceable and the invalid or unenforceable portion will be given effect to the greatest extent permitted by law. pending closure of your account.

MISCELLANEOUS

- (1) **Independent Parties.** DefiXFinance is an independent contractor but not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between the parties.
- (2) **Entire Agreement.** These Terms constitute the entire agreement between the parties regarding use of DefiXFinance Services and will supersede all prior written or oral agreements between the parties. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms herein.
- (3) **Interpretation and Revision.** DefiXFinance reserves the right to alter, revise, modify, and/or change these Terms at any time. All changes will take effect immediately upon being published on DefiXFinance websites. It is your responsibility to regularly check relevant pages on our websites/applications to confirm the latest version of these Terms. If you do not agree to any such modifications, your only remedy is to terminate your usage of DefiXFinance Services and cancel your account. You agree that, unless otherwise expressly provided in these Terms, DefiXFinance will not be responsible for any modification or termination of DefiXFinance Services by you or any third party, or suspension or termination of your access to DefiXFinance Services.

- (4) Force Majeure. DefiXFinance will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond DefiXFinance's reasonable control.
- (5) Severability. If any portion of these Terms is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.
- (6) Assignment. You may not assign or transfer any right to use DefiXFinance Services or any of your rights or obligations under these Terms without prior written consent from DefiXFinance, including any right or obligation related to the enforcement of laws or the change of control. DefiXFinance may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.
- (7) Waiver. The failure of one party to require performance of any provision will not affect that party's right to require performance at any time thereafter. At the same time, the waiver of one party to seek recovery for the other party's violation of these Terms or any provision of applicable terms shall not constitute a waiver by that party of any subsequent breach or violation by the other party or of the provision itself.
- (8) Third-Party Website Disclaimer. Any links to third-party websites from DefiXFinance Services does not imply endorsement by DefiXFinance of any product, service, information or disclaimer presented therein, nor does DefiXFinance guarantee the accuracy of the information contained on them. If you suffer loss from using such third-party product and service, DefiXFinance will not be liable for such loss. In addition, since DefiXFinance has no control over the terms of use or privacy policies of third-party websites, you should read and understand those policies carefully.
- (9) Matters Related to Apple Inc. If you use any device manufactured by Apple Inc. to participate in any commercial activities or reward programs through DefiXFinance Services, such activities and programs are provided by DefiXFinance and are not associated with Apple Inc. in any manner.
- (10) Contact Information. For more information on DefiXFinance, you may refer to the company and license information found on DefiXFinance websites. If you have questions regarding these Terms, please feel free to contact DefiXFinance for clarification via our Customer Support team at 10. Contact Information. For more information on DefiXFinance, you may refer to the company and license information found on DefiXFinance websites. If you have questions regarding these Terms, please feel free to contact DefiXFinance for clarification via our Customer Support team at www.DefiXFinance.com/en/support/requests/new.