**Bison Custody and Payment Service Platform**

**User Registration and Information Service Agreement**

**BETWEEN**

Bison Business Development Limited, a Company incorporated under the laws of Hong Kong whose registered office is situated at 06/F China Taiping Finance Centre 18 King Wah Road, North Point, HONG KONG (hereinafter referred to as "Company"); and

{merchant\_name}, No. {merchant\_number} ,{merchant\_address}, {merchant\_country},(hereinafter referred to as "User")

**Notice:**

1. Before using the Bison platform, please carefully read and fully understand this statement, the "Bison Custody and Payment Service Platform User Registration and Information Service Agreement," and any related agreements and business rules that the Bison platform may continually issue regarding its services (collectively referred to as "Service Agreement"). Pay special attention to clauses that exempt and limit Bison's liability, as well as clauses that restrict the User's rights. Please read carefully and choose to accept or not accept the Service Agreement. You must unconditionally and fully accept the terms and conditions contained in the Service Agreement without modification and comply with relevant Internet laws, regulations, and rules concerning the Bison platform in order to enter the registration process. If you disagree with any content of the Service Agreement, please do not register or use Bison's user services. By signing the Service Agreement, you agree that you have reached an agreement with the Bison platform and voluntarily accept the terms of the Service Agreement; thereafter, you may not argue that you did not read the contents of the Service Terms or deny the validity of the Service Agreement on the grounds of not signing a written agreement. You hereby agree to fully accept and fulfill any legal documents signed with other Bison platform User and partner institutions in electronic or paper form, and commit to enjoying and/or waiving corresponding rights and assuming and/or exempting corresponding obligations as per those legal documents.
2. You can only use the services provided by the Bison platform after successfully registering as a user of the Bison platform.
3. The content of the Service Agreement also includes related agreements and business rules that the Bison platform may continually issue regarding its services. The aforementioned content, once officially published, constitutes an integral part of the Service Agreement, which you should also comply with. The Bison platform has the right to revise the content of the Service Agreement from time to time, and the latest agreement content will be published on the Bison platform’s official website and applications. If you continue to use the service after any modifications or changes to the terms of this agreement, it will be deemed that you are aware of and agree to accept the modifications or changes; if you disagree, you should actively stop using the service immediately. The revised agreement shall take effect immediately upon notification.
4. When User use the Bison platform's website/services, it is deemed that they agree to jointly perform the Service Agreement with the Bison platform. In the event of a dispute, the user can determine the subject of performance and the party to the dispute based on the specific services used and the specific actions affecting the user's rights.
5. The services specified in this agreement are limited to the scope of user registration and information services; apart from providing information services, the Bison platform does not provide any substantive transactions that you need to conduct with third-party institutions. This agreement also does not cover the legal relationships and legal disputes arising from online transactions between you and other User/third-party institutions of the Bison platform.

**1. Definitions**

Unless otherwise specified, the meanings of the terms in this agreement are as follows:

1.1 Bison Platform Alliance: Refers to the service alliance initiated by the Company, connecting licensed financial institutions through relevant workflows and data, using the unified "Bison Platform" brand to provide quality financial services.

1.2 Bison Platform: Refers to the website or mobile internet application operated by the Company that provides User with information services related to Bison Platform Alliance services, digital asset custody, and payment services.

1.3 Alliance Members: Refers to licensed financial institutions that sign relevant strategic cooperation agreements with the Company, agreeing to display information through the unified Bison platform as qualified entities to provide financial services to User. These institutions will offer User services including but not limited to payment services, virtual account services (including collection, payment, and exchange services), etc.

1.4 Platform Account: Refers to the exclusive account registered by the user on the Bison platform according to this agreement.

1.5 Bank Account: Refers to one or more bank accounts opened and maintained by the user through the Bison platform based on the account opening application form from an alliance member with corresponding banking qualifications.

1.6 Digital Asset Account: Refers to one or more bank accounts opened and maintained by the user through the Bison platform based on the account opening application form from an alliance member with corresponding digital asset service qualifications.

1.7 Business Day: Any day other than Saturday, Sunday, or statutory holidays of the Bison platform or alliance members.

**2. Services**

The services mentioned in this agreement refer to the comprehensive information services provided by Bison platform alliance, including but not limited to:

2.1 Information services related to the effective registration, login, and use of Bison platform accounts. User have the personal right to use the Bison platform for access, but such rights are non-transferable and non-exclusive, and all other rights not expressly authorized in this clause or other terms of this agreement are reserved by the Bison platform.

2.2 Opening bank accounts, digital asset accounts, and/or securities trading accounts with alliance members and related information services.

**3. User Constraints**

3.1 User must meet the following conditions:

For individuals:

(1) They must have full civil capacity;

(2) They must be able to independently assume civil responsibility.

For legal entities:

(1) They must be institutions or enterprises controlled by individuals meeting the above conditions;

(2) They must have full, independent legal status and legal capacity to sign, deliver, and perform this agreement, and can independently act as a party in litigation;

(3) Their signing and performance of obligations under this agreement do not violate any relevant laws, regulations, or government orders, nor do they conflict with any contracts or agreements binding upon them. If User do not meet the above conditions, they should immediately terminate their registration or stop using the services provided by the Bison platform. The Bison platform reserves the right to suspend or terminate the user's qualification.

3.2 User shall provide the latest, true, and valid user information upon registration, including but not limited to name, organization qualification proof, ID number, address, contact information, emergency contact information, etc., as required by the Bison platform at the time of registration.

3.3 User shall not register or use the Bison platform with someone else's information; otherwise, the Company will pursue legal responsibility against the actual user.

3.4 When User successfully register through the Bison platform, they authorize the Company to disclose their registration information to associated websites/services of the Bison platform and simultaneously authorize those associated websites/services to use it.

3.5 All content on the Bison platform website and online content generated during the use of Bison platform services, including but not limited to works, images, files, information, data, website structure, layout, webpage design, are owned by the Company or other rights holders under the law, including intellectual property rights such as trademark rights, patent rights, copyrights, and trade secrets.

**4. Digital Certificates or Electronic Signatures**

4.1 When User accept the Bison platform services, the Company assists User in applying for digital certificates from CA certification agencies or using electronic signatures as identification.

4.2 User are obliged to manage their Bison platform user account ID and digital certificates and electronic signatures with care, and are responsible for the confidentiality and security of their accounts. The Company shall not be liable for any unauthorized use of the user account due to reasons not attributable to the Bison platform.

4.3 Any electronic contracts signed using the Bison platform user account ID and its digital certificates and electronic signatures, whether signed by the user personally or authorized by the user for others to sign, shall represent the user’s true intentions, and the user shall bear full responsibility.

4.4 When User stop using Bison platform services, they should revoke the digital certificates.

**5. Protection and Disclosure of User Information**

5.1 User agree that Company may collect and store user information from the Bison platform and/or business partners during business operations to supplement the information collected by Company itself. This includes, but is not limited to, data and information provided by User themselves (including but not limited to name, ID card number, mobile phone number, age, gender, occupation, date of birth, communication address, educational background, income status, marital and family status, work information, income information, bank statement information, etc.), as well as transaction records and usage information collected by Company from the Bison platform. The purpose of collecting and storing user information is to improve the efficiency and quality of services provided to User.

5.2 User authorize and agree that Company may use user information during business operations, including but not limited to:

(1) verifying user identity and information, including but not limited to providing User' ID card information and mobile phone numbers to relevant institutions for verification, to confirm the authenticity of identities and information;

(2) publicly displaying relevant user information on the Bison platform as needed for service provision;

(3) providing user information and corresponding verification and processing analysis results to Bison platform's cooperative institutions (limited to those institutions that cooperate with Company to complete the services intended to be provided to User) to reduce the frequency of User needing to provide information repeatedly and to assist cooperative institutions in determining whether User meet their criteria;

(4) evaluating, classifying, and researching user information manually or automatically;

(5) using user information to improve the promotion of the Bison platform;

(6) contacting User using the contact information provided by User and conveying business and management-related information to User;

(7) for facilitating follow-up services and gift offerings to User, User authorize and agree that the Bison platform may provide their contact information to relevant cooperative merchants;

(8) cooperating with authorized agencies to collect evidence materials as required.

5.3 User agree that, in order to improve user experience, the Bison platform will statistically analyze the usage of various product functions as needed. These statistics generally include application usage time, page dwell time, visit counts, access paths, etc., and will also collect application error data. Analyzing these statistical data can help improve the quality of services provided by the Bison platform.

5.4 User agree that, to verify user identity and ensure login security, the Bison platform will record basic information about the device used by the user, including International Mobile Equipment Identity (IMEI), the physical address of the network device, device serial number, device name, device brand, device model, operating system, etc. It will also record user geographic location information, WiFi information, base station information, etc. This information will be used to identify the uniqueness of the user, prevent malicious logins, and ensure the security of user accounts.

5.5 In order to comply with legal regulations and to facilitate User in querying transaction status or historical records, the Bison platform will retain information generated by User using the services of the Bison platform and will manage this information strictly in accordance with legal regulations.

5.6 To better provide services to User, prevent transaction risks, or determine liability for breach of contract, User authorize the Bison platform to inquire about User' relevant credit information from legally established credit investigation agencies, including but not limited to any credit scores, credit reports, physical addresses where User can be contacted, email addresses, and phone numbers.

5.7 The Bison platform has established strict rules for processing user information and necessary technical measures to protect User' personal information security, ensuring that user information is not misused. Unless explicit consent is obtained from User, or unless otherwise provided by laws and regulations or requested by national judicial administrative authorities, the Bison platform will not provide or disclose user information to any non-alliance member organization.

5.8 For security and backup purposes, the Bison platform may store user information and data on Company's global servers.

5.9 Company may cooperate with third parties to provide relevant services to User. In this case, if the third party agrees to undertake the same responsibilities for protecting user personal information as the Bison platform, User agree that the Bison platform has the right to share User' registration data and other personal information with that third party.

5.10 In order to provide or recommend services and products to User or to offer User more comprehensive services, User agree that the Bison platform may share user-related information relevant to related services internally within the Bison platform alliance.

5.11 To protect User' legal rights or to handle transaction disputes or controversies between User and others, the Bison platform will share relevant information with related institutions or counterparties.

5.12 According to legal requirements and reasonable business practices, when the operational entity of the Bison platform plans to merge with or be acquired by other companies, or engage in other capital market activities (including but not limited to IPOs, bond issuances), and in other circumstances where the Bison platform needs to undergo due diligence from other entities, User agree that the Bison platform may provide user information to necessary entities, but will require those entities to take reasonable confidentiality measures regarding User' personal information through the signing of confidentiality agreements.

5.13 User agree that if User authorize third parties to inquire about or collect information related to their accounts on the Bison platform, the Bison platform has the right to share some user account information with third parties within the scope of laws and regulations and the authorization granted by the User.

5.14 User authorize and agree that, on the premise that the data has been processed to the point where specific individuals cannot be identified and cannot be restored, the Bison platform has the right to analyze the entire user database and utilize it commercially.

5.15 User can log into their accounts at any time to query and manage their personal information under that account. If User encounter any obstacles or have questions, they can contact customer service.

5.16 If there are any changes to user data, they should be updated promptly; otherwise, any resulting risks and responsibilities will be borne by the User themselves.

**6. Limitation of Liability**

6.1 User guarantee the legality and compliance of the sources of funds used on the Bison platform and confirm that they have fulfilled relevant procedures for their foreign exchange. Any risks arising from the source of funds not complying with laws and regulations shall be borne by the User themselves.

6.2 For matters regarding the opening of User' bank accounts and/or securities accounts, the Bison platform only provides informational services, and the final review is conducted by the respective alliance members. The Bison platform is not responsible for the final review results.

6.3 When choosing online services on the Bison platform, User should log in directly to the Bison platform and should not log in through links provided in emails or other websites; otherwise, any risks and losses arising therefrom shall be borne by the User themselves.

6.4 During the use of the Bison platform services, User may encounter related services provided by third parties, including but not limited to alliance members, or the Bison platform may provide links to third-party websites or display various commercial advertisements or other types of commercial information. The Bison platform is not responsible for checking or evaluating any such third-party materials or websites, or any other materials, products, or services from third parties, and makes no guarantees, assumes no obligations, and bears no responsibilities in this regard.

6.5 In order to enhance user experience and improve service content, the Bison platform may periodically provide software update services (which may include software replacement, modification, functionality enhancement, version upgrades, etc.). To improve user experience and ensure the security and consistency of services, the Bison platform reserves the right to update the Bison platform software or to change or restrict certain functional effects of the Bison platform software at any time.

6.6 Any content created, copied, published, transmitted, or disseminated by User during the use of the Bison platform and its services—including but not limited to registration information, text, voice, images, and related links sent, replied to, or posted through the platform—must not interfere with the normal operation of platform services, must not infringe upon the legitimate rights and interests of other User or any third parties, and must not publish, transmit, disseminate, or store content that includes but is not limited to: infringements of others' rights to reputation, portrait rights, intellectual property rights, business secrets, etc.; matters prohibited by laws and administrative regulations; or other information that violates policies, public order, or social morals. Any risks arising from violations of the aforementioned matters shall be independently borne by the User.

6.7 Due to the inherent characteristics of internet services and changes in external legal and policy environments, services provided by the Bison platform may be temporarily interrupted, suspended for a short time, or permanently terminated. The Bison platform shall not be liable for any losses caused to User due to unforeseen or unavoidable reasons.

6.8 The Bison platform shall not be liable for losses caused to User by hackers, computer viruses, or other reasons attributable to the User themselves, except as otherwise stipulated by laws and regulations.

6.9 The information services provided by the Bison platform are sourced from authorized institutional alliances; specific businesses and product services are provided by the institutional alliance. The Bison platform does not participate in nor assume responsibility for the risks associated with specific businesses and products, nor does it provide any form of guarantee in this regard.

6.10 Any information, data, and content provided by the Bison platform are for display purposes only, and no explicit or implicit promises are made regarding any matters. User should not regard any information provided by the Bison platform as specific investment advice.

**7. Changes and Termination of the Agreement**

7.1 Company has the right to unilaterally modify or change the content of this agreement as necessary, including adding, reducing, modifying, or changing various rules. The latest service agreement and rules will take effect upon announcement. If User continue to use the Bison platform after any modifications or changes to these terms, it will be deemed that they have read, understood, and agreed to the modified agreement. If User do not agree with any part or all of the modified terms, they should actively stop using the Bison platform services related to the changes.

7.2 Both User and Company have the right to terminate this agreement at any time, except when there are unfinished transactions between User and other User/alliance institutions.

7.3 If User discover that a third party has misappropriated or stolen their account and password, or any other unauthorized situation, they should immediately notify Company in an effective manner to request a suspension of related services; otherwise, all resulting responsibilities shall be borne by the User themselves.

**8. Validity and Effectiveness of the Agreement**

8.1 If any clause of this agreement is confirmed to be invalid for any reason, it shall not affect the validity of other clauses in this agreement.

8.2 This agreement shall take effect upon signing.

**9. Interpretation of the Agreement**

9.1 The content of this agreement includes, but is not limited to, the text of the agreement and all various rules of the Bison platform that have been published or may be published in the future. All terms and rules are an inseparable part of the agreement and hold equal legal effect with the text of the agreement.

9.2 If any clause in this agreement is wholly or partially invalid or unenforceable for any reason, it shall not affect the validity of other clauses in this agreement.

9.3 Company has the final interpretation rights for this agreement.

**10. Applicable Law and Jurisdiction**

10.1 All matters related to this agreement shall be governed by the laws of Hong Kong, China, and any disputes shall apply only to the laws of Hong Kong.

10.2 The place of signing this agreement is Hong Kong, China. Any disputes or disagreements arising from this agreement between User and Company shall be resolved through friendly negotiation; if negotiations fail, either party has the right to submit the dispute or disagreement to the Hong Kong International Arbitration Centre for arbitration. The arbitration award shall be final and binding on both parties.

**11. Fee Terms**

11.1 The amount remitted by merchants to our bank account shall be subject to the actual amount available, and the Company shall not bear the remittance fee and entry fee incurred by merchants' remittance.

11.2 The Company also has the right to charge the merchant a one-time fee according to the following criteria.

11.3 The Fee Table

|  |  |  |
| --- | --- | --- |
| Account Fee |  | |
| Set-up fee per VA (at least 100) | {amount} $ | |
| EDD profile KYC fees for VA | 90$ pre company | |
| Management fee of VA | 5 $/Monthly | |
| Transfer Order |  | |
| Wire in | 0.1% , Min 5 USD/Trans | |
| Wire out (USD) | 0.05%, Min 65 USD/Trans, Max 500 USD/Trans | |
| Wire out (EUR) | 0.05%, Min 15 EUR/Trans, Max 50 EUR/Trans | |
| Exchange |  | |
| FX | Free | |
| Crypto-Fiat On/Off Ramp |  | |
| 30-Day Volume (USD ) | Buy USDT/USDC | Sell USDT/USDC |
| $ 0 ~ 1,000,000 | 0.30% | 0.30% |
| $ 1,000,001 ~ 10,000,000 | 0.2% | 0.20% |
| $ 10,000,000 + | 0.1% | 0.10% |
| API Integration Fee | $ 50,000 | |
| Minimum Monthly Commission | * $ 6,000 | |

11.4 Payment method and time

11.5 Company’s account information:

Fiat: USD and EUR

Beneficialry Bank：ZHEJIANG CHOUZHOU COMMERCIAL BANK CO.,LTD

Beneficialry Name：Bison Business Development Limited

IBAN：NRA18801142010500017099-4602

SWIFT：CZCBCN2X

Address of Bank：Chouyin Building, 168 Fuchun Road, Shangcheng District, Hangzhou

Stablecoin

ERC20:

0x6e2a028eaae2607b9cbaed9f18c00c9d59065177

TRC20:

TWys9StjvynZq7P8YdAo9VGpXfsmLhCs1E

11.6 User should complete the remittance before Oct 15th,2024 .

**Signing Page**

The Company

Signed by

for and on behalf of

**Bison Business Development Limited**

The User

Signed by

for and on behalf of

{merchant\_name}