



Hong Kong Digital Asset EX Limited

User Terms and Conditions

Version: 3.0

Updated as at 14 May 2024

PART 1 GENERAL TERMS

1. DEFINITIONS
2. INTERPRETATION
3. TERMS AND CONDITIONS
4. RELATIONSHIP
5. USE OF THIRD PARTIES AND AGENTS
6. AVAILABILITY OF SERVICES
7. ACCOUNT OPENING AND ELIGIBILITY
8. ACCOUNT MANAGEMENT AND MAINTENANCE
9. JOINT ACCOUNT HOLDERS
10. AUTHORIZED PERSONS
11. SOLICITATIONS AND RECOMMENDATIONS
12. INFORMATION OBLIGATIONS
13. SOURCE OF FUNDS
14. VIRTUAL ASSET TRANSACTIONS
15. INSTRUCTIONS AND CONFIRMATIONS
16. FEES AND COSTS
17. SETTLEMENT
18. SET OFF, LIEN AND OTHER RIGHTS
19. REPRESENTATIONS AND WARRANTIES
20. NETWORK EVENT
21. REGULATORY SUPERVISION
22. TERMINATION AND EVENT OF DEFAULT
23. LIMITATION OF LIABILITY
24. INDEMNITIES
25. COMMUNICATIONS, RECORDS AND ELECTRONIC DELIVERY
26. AMENDMENT AND WAIVER
27. CONFLICT OF INTEREST
28. ASSIGNABILITY
29. THIRD PARTY RIGHTS
30. CONFIDENTIALITY
31. APPLICABLE LAW AND DISPUTE RESOLUTION
32. GOVERNING LANGUAGE
33. SEVERABILITY

PART 2 SERVICE-SPECIFIC TERMS

PART 2.1 SERVICE-SPECIFIC TERMS (EXCHANGE PLATFORM)

1. INTRODUCTION
2. TRADING HOURS, TRADING PAIRS AND ORDER TYPES
3. ACCESS TO AND USE OF THE EXCHANGE PLATFORM
4. AVAILABILITY OF THE EXCHANGE PLATFORM
5. EXCHANGE MATERIALS AND ELECTRONIC SERVICES
6. OUR ROLE AS AN AGENT

PART 2.2 SERVICE-SPECIFIC TERMS (OTC PLATFORM)

1. INTRODUCTION
2. TRADING HOURS, TRADING PAIRS AND REQUEST FOR QUOTES
3. ACCESS TO AND USE OF THE OTC PLATFORM
4. AVAILABILITY OF THE OTC PLATFORM
5. ELECTRONIC SERVICES
6. OUR ROLE AS A PRINCIPAL

PART 2.3 CUSTODIAL ARRANGEMENTS

1. INTRODUCTION
2. SAFEKEEPING OF VIRTUAL ASSETS AND FIAT CURRENCY
3. RETURN OF VIRTUAL ASSETS AND FIAT CURRENCY
4. ARRANGEMENTS AND INSTRUCTIONS RELATING TO FIAT CURRENCY
5. ARRANGEMENTS AND INSTRUCTIONS RELATING TO VIRTUAL ASSETS
6. SUSPENSION OF SERVICES
7. STAKING, AIRDROP AND FORK
8. INSURANCE WITH RESPECT TO CUSTODIAL ARRANGEMENTS

PART 3 ADDITIONAL TERMS APPLICABLE TO API

1. INTRODUCTION
2. ACCESS TO AND USE OF API
3. SUSPENSION OF API
4. RESTRICTIONS ON USE OF API
5. GENERAL DATA
6. OWNERSHIP
7. COMMUNICATIONS NOT CONFIDENTIAL
8. INDEMNITIES

PART 4 RISK DISCLOSURE STATEMENT

1. TRADING RISKS
2. SPECIFIC OTC TRADING RISKS
3. VIRTUAL ASSET ISSUER RISKS
4. CYBERSECURITY AND TECHNOLOGY-RELATED RISKS
5. TAX RISKS
6. REGULATORY RISKS
7. CONFLICTS OF INTEREST

PART 1 GENERAL TERMS

1. DEFINITIONS

In these Terms and Conditions, unless the context requires otherwise, the following expressions shall have the following meanings:

“Account” means an account that is established by us in your name for the purposes of the Services.

“Additional Terms” means the additional terms as set out in Part 3 of these Terms and Conditions.

“Agreed Communication Method” means:

- (a) in respect of the Exchange Platform and/or the OTC Platform, the Website and the App for such services and, if applicable, the API;
- (b) in respect of private communications, via email using the email address you provided on record for your Account, which you shall be responsible for keeping up-to-date and immediately notifying us if there are any changes; and
- (c) any other communication method as notified by us to you via the Website and/or the App, or otherwise in writing as being appropriate.

“Agreement” means the agreement between you and us comprising these Terms and Conditions, Approvals, Confirmation, the Trading Rules, the Fee Schedule, and any other document setting out the fees and costs that may apply to a Service, Instructions and/or Virtual Asset Transaction, and any other rules, notifications, guidelines, terms, or agreement designed by us to form part of the Agreement from time to time.

“App” means the mobile application or any other software that we may make available to you to enable access to the Services.

“Airdrop” means the distribution or attempted distribution by a Virtual Asset network of any Virtual Assets to Virtual Asset addresses of a supported network.

“API” means the application programming interface that we may make available to you in respect of the Services, subject to our discretion and the Additional Terms.

“Applicable Law” means all relevant or applicable statutes, laws, rules, regulations, court orders and rulings, judicial interpretation, directives, orders, codes, guidelines and circulars of any jurisdiction or issued by any governmental or regulatory authority or exchange of any jurisdiction, whether or not having the force of law, and shall also include tax laws and regulations, rules, requirements, customs and practices of any Infrastructure Participant, exchange, clearing house, trading registration, trade repository and central depository of any jurisdiction.

“Approval” means, for a Service, our notification to you that your use of the Service is approved by us.

“Authorized Person” means any person you authorize, and we approve to act on your behalf in giving Instructions, entering into Virtual Asset Transactions or performing any other act in connection with the Agreement.

“Business Day” means a day that is not a Saturday, Sunday, other general holiday (as defined in the General Holidays Ordinance (Cap. 149 of the Laws of Hong Kong)), or a day on which a tropical cyclone No. 8 or above or a “black” rainstorm warning is hoisted in Hong Kong at any time between 9:00 am and 6:00 pm and, if hoisted before 11:59 am on that day, is not lifted before 12:00 pm on that day.

“Cold Wallet” means a storage device for Virtual Assets that is not connected to the internet.

“Company, HKbitEX, we, or us” means Hong Kong Digital Asset Ex Ltd., a company incorporated in Hong Kong.

“Confirmation” means documents and other confirming evidence issued by us to you confirming a Virtual Asset Transaction.

“Corporate Professional Investor” means trust corporations, corporations or partnerships falling under sections 4, 6 and 7 of the Securities and Futures (Professional Investor) Rules (Cap. 571D) that reasonably satisfy the corporate professional assessment criteria set out in paragraph 15.3A(b) of the SFC Code of Conduct and, in respect of which the exemptions under paragraph 15.4 of the SFC Code of Conduct are applicable.

“Costs” includes costs, charges and expenses, including those in connection with networks or DLTs underlying a Virtual Asset and/or engagement of third-party service providers (on a full indemnity basis) such as legal advisers, trustees, or any agent, delegate nominee or custodian appointed by us.

“Custodial Arrangements” means the custodial services provided to you as described in Part 2.3 of these Terms and Conditions.

“Custodian” means Hong Kong Digital Asset Custody Co. Ltd., a wholly owned subsidiary of the Company, licensed as a Trust or Corporate Service Provider (with license no. TC007094) established under the Hong Kong Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615), that provides custodial services to your Virtual Assets.

“DLT” means distributed ledger technology, an immutable distributed digital ledger that chronologically records computationally verified transactions or other data or similar technology, as determined by us.

“Eligible Virtual Asset” means a Virtual Asset that meets the following criteria:

- (a) the Virtual Asset has not been associated with a wallet address that is, or has been, blacklisted or otherwise identified by a Government Authority or other relevant authority as being related to a breach or potential breach of the Financial Crime Requirements;
- (b) the Virtual Asset is not otherwise associated with suspicious or illicit activities, including the dark web or ransomware;
- (c) the Virtual Asset has no restrictions on its transfer, withdrawal, or deposit (e.g., including restrictions due to “time lock” features); and
- (d) the Virtual Asset is deemed by us to be eligible,

in each case, as determined by us in our sole discretion, having reference to Applicable Law, our internal policies, and any other relevant considerations.

“Event of Default” has the meaning set out in clause 22.4 in Part 1 of these Terms and Conditions.

“Exchange Materials” means the trading tools and other materials available on or via the Exchange Platform.

“Exchange Platform” means the Virtual Asset exchange operated by us to facilitate Exchange Transactions.

“Exchange Transactions” means a Virtual Asset Transaction that is initiated and completed through the Exchange Platform.

“FATF Guidance” means the Guidance for a Risk-Based Approach to Virtual Assets and Virtual Asset Service Providers published by the Financial Action Task Force on 21 June 2019 (as may be updated from time to time).

“Fee Schedule” means a schedule setting out the fees for the Services that is published on the Website and/or the App, and amended and updated from time to time.

“Fiat Currency” means any asset that is:

- (a) legal tender in a country or territory (such as United States dollars); and
- (b) customarily used and accepted as a medium of exchange in its country or territory of issue;

in each case, as determined by us in our sole discretion, having reference to Applicable Law. Further, the use of any Fiat Currency in connection with the Services is subject to our approval.

“Financial Crime Requirements” means any Applicable Law pertaining to money laundering, terrorism financing, bribery, corruption, tax evasion, fraud, the trafficking of arms, drugs, humans or wildlife, slavery, proliferation of weapons of mass destruction, or Sanctions.

“Force Majeure Event” means any event that is beyond our control and prevents us from performing our obligations under the Agreement, including:

- (a) acts of God;
- (b) acts of civil or military authorities;
- (c) acts of war and terrorism;
- (d) civil disturbance;
- (e) embargoes;
- (f) natural disasters such as fire;
- (g) pandemic;
- (h) strike or other labor disputes;
- (i) other catastrophe;

- (j) interruption or failure in telecommunications or internet services or network provider services and facilities;
- (k) interruption or failure of equipment and/or software or other infrastructure, systems, applications or equipment relevant to the provision and/or use of the Services;
- (l) data breaches or data-processing failures; or
- (m) adoption of or any change in Applicable Law, or the promulgation of or any change in the interpretation of Applicable Law by any relevant Government Authority, or the public statement or action by any Government Authority or its official or representative thereof acting in an official capacity.

“Fork” means changes in operating rules of the underlying protocols of a Virtual Asset that may result in:

- (a) more than one version of that Virtual Asset; and/or
- (b) us holding an amount (which may be an identical amount) of Virtual Assets associated with each forked network,

in each case as determined by us in our sole discretion.

“General Terms” means the general terms as set out in Part 1 of these Terms and Conditions.

“Government Authority” means any government, semi-governmental, administrative, fiscal, judicial, or quasi-judicial body, department, commission, authority, regulatory authority, tribunal, agency, or entity.

“Group Member” means any of our subsidiaries or holding companies or any other subsidiary of that holding company, including the Custodian.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Hot Wallet” means the storage device for Virtual Assets that is connected to the internet.

“Infrastructure Participant” means trading venues and other financial market infrastructures that facilitate the clearing, settlement, and recording of transactions relating to Fiat Currency or Virtual Assets.

A person is **“Insolvent”** if it:

- (a) makes a general arrangement or composition with or for the benefit of its creditors;
- (b) institutes or has instituted against it any voluntary or involuntary proceeding seeking relief under any insolvency, bankruptcy or other law affecting creditors’ rights, or, has a winding-up or liquidation petition presented against it and such proceeding or petition:
 - (i) results in a judgement of insolvency or bankruptcy of the person or the entry of an order for relief or winding-up or liquidation; or
 - (ii) is not dismissed, discharged, stayed or restrained in each case within fifteen (15) days of the institution or petition (as the case may be);

- (c) is dissolved other than pursuant to a consolidation, amalgamation or merger;
- (d) is unable to pay its debts as they become due and/or admits in writing of its inability to pay its debts as they become due;
- (e) seeks or becomes subject to the appointment of an administrator, liquidator, receiver, trustee or other similar official for it or for all or substantially all of its assets;
- (f) causes or is subject to any event with respect to which, under Applicable Laws, has an effect analogous to any of the events specified in paragraphs (a) to (e); or
- (g) takes any action in furtherance of or indicating its consent to any of the events specified in paragraphs (a) to (f).

“Institutional Professional Investor” means persons falling under paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO.

“Instruction” means an instruction in relation to a Virtual Asset Transaction or other action in connection with a Virtual Asset Transaction or the Agreement.

“Loss” means any and all losses, damages, costs, charges and/or expenses of whatsoever nature and howsoever arising, including legal fees on a full indemnity basis and any applicable taxes or duties, the cost of funding and loss or cost incurred as a result of the termination, liquidation or reestablishment of any hedge or related trading position.

“Market Data” includes all open orders placed on the order book and all fills.

“Network Event” means any event (other than an Airdrop or Fork) in respect of the DLT or the smart contract that underlies a Virtual Asset that results in:

- (a) loss of control or ownership by us or a third party of any amount of the applicable Virtual Asset; or
- (b) transaction records on a DLT being altered, reversed, or otherwise invalidated, including a DLT reorganization, double spending attack, or 51-percent attack,

in each case, as determined by us in our sole discretion.

“Network Participant” means a person or entity who has the ability to cause the happening of a Network Event, including any group of persons or entities acting in concert.

“OTC Platform” means the off-exchange brokerage service platform offered by us to facilitate Virtual Asset Transactions.

“OTC Transactions” means a Virtual Asset Transaction that is initiated and completed through the OTC Platform.

“Professional Investor” has the meaning given to that term in section 1 of Part 1 of Schedule 1 to the SFO.

“Registration” means your registration for an Account with us via the Website and/or the App and signed by you (whether digitally or otherwise), together with all related forms and consents signed and submitted by you as requested or required in connection with your registration for an Account.

“Sanctions” means any economic sanctions laws, regulations, embargoes, or restrictive measures imposed by the United Nations Security Council and/or Hong Kong, the United States of America, the United Kingdom of Great Britain and Northern Ireland, the European Union or its member states, or any other jurisdictions selected for inclusion hereunder by us from time to time.

“Securities” means any “securities” as defined in section 1 of Part 1 of Schedule 1 to the SFO.

“Service” means the any service provided by us to you from time to time pursuant to the Agreement.

“Service-Specific Terms” means the terms specific to the Exchange Platform, the OTC Platform, and the Custodial Arrangements, as applicable, set out in Part 2 of these Terms and Conditions.

“SFC” means the Securities and Futures Commission of Hong Kong.

“SFC Code of Conduct” means Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission.

“SFO” means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

“Side Chain” means a DLT that is interoperable with one or more other DLTs or platforms and which allows Virtual Assets to be transferred across, or used between, those DLTs or platforms.

“Standing Authority” means the standing authority granted by you to us as amended or supplemented from time to time in respect of the Fiat Currency held or received by us from or on behalf of or held by us on behalf of you.

“Taxes” means taxes, levies, imposts, charges, and duties imposed by any authority (including stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, our overall net income.

“Terms and Conditions” means these terms and conditions between you and us.

“Trading Hours” means:

- (a) in respect of the Exchange Platform and the OTC Platform, the times described in Part 2.1 and Part 2.2 of these Terms and Conditions, or as otherwise notified to you in writing from time to time;
- (b) in respect of the custodial services provided by the Custodian, the times described in the Custodial Arrangements set out in Part 2.3 of these Terms and Conditions, or as otherwise notified to you in writing from time to time; and
- (c) in respect of any other services, as notified to you in writing.

“Trading Rules” means the rules that govern the orders placed on the Exchange Platform that are published on the Website and/or the App, and amended and updated from time to time.

“Virtual Asset” means a digital representation of value or of an asset that can be digitally transferred, stored and traded, with or without conditions, and can be used for payment, investment or other purposes, as determined and approved by us from time to time for use in connection with the Services.

For the avoidance of doubt, any Virtual Asset that:

- (a) is transferred on any additional layer of a DLT relating to another Virtual Asset (also known as a “meta” layer) or any Side Chain of such a DLT; or
- (b) is a derivative of another Virtual Asset, has enhanced features or functionality that supplements or interacts with another Virtual Asset,

shall be treated as a separate distinct Virtual Asset from such other Virtual Asset and its use in connection with the Services will be subject to approval by us.

“Virtual Asset Service Provider” means a natural or legal person that: (i) meets the definition given to such term under the FATF Guidance; (ii) complies with the FATF Guidance; and (iii) has a digital address that has been approved by us.

“Virtual Asset Transaction” means a transaction in or with respect to Virtual Assets that is an Exchange Transaction or OTC Transaction, as applicable, by you that is conducted through our Services.

“Website” means the Company’s website, currently www.hkbitex.com.hk.

“you” or “your” means the person(s) named as the applicant(s) during Registration and, where the context permits, includes any Authorized Person.

2. INTERPRETATION

2.1 Unless the contrary intention appears, a reference in these Terms and Conditions to:

- (a) a document (including these Terms and Conditions) includes any variation or replacement of it;
- (b) references to clauses and sub-clauses unless otherwise stated are to clauses and sub-clauses of these Terms and Conditions;
- (c) the headings to the clauses are for convenience only and do not affect their interpretation and construction;
- (d) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) words denoting the singular include the plural and vice versa;
- (f) words importing any gender include every gender and references to persons include companies and corporations or any Government Authority;
- (g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, the Agreement or any part of it;
- (h) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;

- (j) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (k) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (l) Hong Kong dollars, HK\$ or HKD is a reference to the lawful currency of Hong Kong;
- (m) United States dollars, dollars, US\$, USD or \$ is a reference to the lawful currency of the United States of America;
- (n) unless expressly otherwise specified in writing, a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (o) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (p) the words “include”, “including”, “for example” or “such as” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (q) time is a reference to Hong Kong time;
- (r) “property” or “asset” includes any present or future, real or personal, tangible or intangible property, asset or undertaking and any right, interest or benefit under or arising from it; and
- (s) anything (including any amount or Service) includes each part and/or feature of it.

2.2 Nothing in these Terms and Conditions shall require you or us to act otherwise than in accordance with Applicable Law.

3. TERMS AND CONDITIONS

3.1 These Terms and Conditions set out the terms and conditions that apply to your use of the Website and/or the App, the Services and your Account.

3.2 These Terms and Conditions shall apply to all Services provided by us with or for you. These Terms and Conditions shall supersede any prior agreements between us and you covering the same subject matter (if any).

3.3 By using the Website and/or the App, the Services and/or instructing us to conduct your Virtual Asset Transactions for you or to provide Services to you, you will be deemed to have agreed and accepted the Agreement, including these Terms and Conditions, which will therefore become legally binding on you. If you do not so agree, you must refrain from conducting any Virtual Asset Transactions.

3.4 These Terms and Conditions disclose and discuss some, but not all of the risks, or other significant aspects, of conducting transactions or of the transactions conducted. You should not construe these or any other statements as legal, tax or financial advice.

3.5 These Terms and Conditions comprise the General Terms, the Service-Specific Terms and the Additional Terms.

- 3.6 In the event of any conflict or inconsistency between any terms of the Agreement, the priority is as follows (to the extent of the inconsistency):
- (a) General Terms;
 - (b) Service-Specific Terms;
 - (c) Additional Terms;
 - (d) Trading Rules;
 - (e) any Approval and/or Confirmation;
 - (f) Fee Schedule.

4. RELATIONSHIP

- 4.1 By agreeing to and accepting the terms of the Agreement and using any of our Services, you will be treated as our “client” for regulatory purposes under the SFO.
- 4.2 Subject to the Custodial Arrangements, you agree and understand that nothing in the Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; or be deemed to have created, implied or otherwise treated us as your agent, trustee, fiduciary or other representative. The rights and obligations of you and us shall be limited to those expressly set forth in the Agreement. Except for the indemnity and exculpation provisions contained in the Agreement, nothing expressed in, mentioned in, or implied from the Agreement is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect of the Agreement to enforce any of its terms and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of the parties.
- 4.3 You are responsible for your decisions in relation to your Account, Virtual Assets, and Virtual Asset Transactions, including whether to enter into the Agreement, use any of the Services or enter into any Virtual Asset Transaction.
- 4.4 None of our employees or our agents have any authority to make representations about anything in connection with the Agreement. Subject to Applicable Law, we are not liable for any Loss arising from any employee or agent acting without authority.

5. USE OF THIRD PARTIES AND AGENTS

- 5.1 We may:
- (a) use third-party service providers, such as third-party exchanges, brokers and custodians, or otherwise delegate certain duties under these Terms and Conditions, at our sole discretion in order to provide the Services from time to time;
 - (b) be unable to provide a Service if the services of appropriate third-party service providers are not available on commercially reasonable terms or if such third-party service providers are unable to provide their services for any reason;

(c) employ independent contractors and agents (including correspondents) or utilize the services of any Group Member or other third party (whether located in Hong Kong or another jurisdiction) to make certain functions or information available to you and/or otherwise to effect the Services, on terms we consider appropriate; and

(d) change any service provider at any time without prior notice.

5.2 We will exercise reasonable care in the selection of such third-party service providers, but shall not be liable for the acts, omissions or unavailability or any losses sustained in connection with the use of such third-party service providers.

5.3 We will undertake appropriate due diligence before the appointment of any third-party service providers and we will conduct periodic due diligence on such service providers at regular intervals, in accordance with our internal policies and procedures.

5.4 In addition to the Agreement, your use of the Services may be subject to the terms and conditions imposed by relevant third parties from time to time, as notified to you.

6. AVAILABILITY OF SERVICES

6.1 Your use of any of our Services will need to be approved by us. Different eligibility criteria may apply to different Services and we shall determine such eligibility criteria in our sole discretion. We may refuse your request for a particular Service for any reason, and we may refuse to provide, terminate, delay or suspend the provision of any Service to you at any time at our sole discretion for any reason, including where we suspect your use of our Services is not in compliance with the Applicable Law or is in breach of the Agreement. Unless required by Applicable Law, we are not required to give you a reason for such refusal.

6.2 We may, from time to time, impose restrictions and conditions on your use of the Services, including where there are limits on certain Virtual Asset Transactions imposed by us or third parties or other limits to your Account.

6.3 We are also required by Applicable Law to restrict persons from certain jurisdictions from accessing the Website and/or the App and the Services. If you are not a resident of Hong Kong, or have a relevant connection with another jurisdiction, additional terms and conditions may apply, as advised by us at any time.

7. ACCOUNT OPENING AND ELIGIBILITY

7.1 To access the Services, you must open and maintain an Account in accordance with this clause 7. To open an Account with us and access our Services you are required to complete the applicable Registration process, upload, and supply complete, accurate and up-to-date information, documentation, and authorization promptly upon our request; and provide sufficient evidence that meets our eligibility criteria for the relevant Service.

7.2 We have the right to refuse to provide any Service, your Registration request, or the designation of any person to operate the Account, and we may not give you any reasons for that refusal.

7.3 We have the sole discretion as to the opening, operation, and closure of the Account. Without limiting the terms of the Agreement, we may, at any time, without liability:

(a) vary, suspend or close an Account;

- (b) specify or vary the scope and extent of the Account and Services;
- (c) prescribe the types of Services and/or Virtual Assets supported in respect of the Account;
- (d) set or vary any limit regarding the Account or Services; and/or
- (e) restrict or impose conditions or limits on the Account.

7.4 You may not hold more than one Account with us. Subject to our discretion and operational requirements, we may provide you with a sub-Account in respect of each type of Service that we offer.

7.5 Any Account is established and maintained by us for the sole purpose of providing the Services. In no circumstances should any Account be interpreted as a banking service, or a stored value facility, of any kind.

7.6 In addition to any other requirements that we may impose from time to time, you must:

- (a) have full legal capacity at all material times;
- (b) pass all relevant and necessary “know your customer” checks and comply with Financial Crime Requirements and other Applicable Laws;
- (c) be located in a jurisdiction that is not a prohibited/sanctioned jurisdiction; and
- (d) promptly notify us in writing of any change in any information, documentation or authorization provided to us, including but not limited to any information in relation to your identification, registration, or where an Event of Default occurs, and submit evidence or supporting documents of such change,

otherwise, we reserve the right to take any appropriate action, including but not limited to suspending or terminating your Account.

7.7 Until we notify you that you have satisfactorily completed the Registration procedures, you cannot engage in any transaction on our Website and/or the App or gain access to the Services that are exclusively available to you.

8. ACCOUNT MANAGEMENT AND MAINTENANCE

8.1 You shall keep your login password, software authenticator, payment password and any other Account-related information secure and confidential, and you shall be liable for any and all activities and events carried out through your Account.

8.2 If your Account, your login password, software authenticator, payment password or any other Account-related details has been used by any unauthorized third party or you discover any other problem and/or irregularity relating to the security or access of your Account, you must immediately notify us. Upon receipt of such notification, we will suspend the Services to your account pending an investigation. We shall not bear any liability for any Loss attributable to the unauthorized use of your Account.

8.3 You must comply with any specifications that we make in relation to your access to the Services, Website and/or the App and/or any Agreed Communication Method.

- 8.4 To ensure that you receive all of our communications, you agree to keep your email address up-to-date and immediately notify us if there are any changes. Delivery of any communication to the email address we have on record is considered valid. If any email communication is returned as undeliverable, we may block your access to your Account until you provide and confirm a new and valid email address.
- 8.5 If your Account is dormant for a certain period of time, we may be required under Applicable Law to report any Virtual Assets or Fiat Currency in your Account as unclaimed property. If this occurs, we will notify you in writing and you will have thirty (30) days or such other period as required by Applicable Law to instruct us to transfer the Virtual Assets and/or Fiat Currency to another account, failing which, we may be required to deliver any such funds to the relevant Government Authority. We reserve the right to deduct an administrative fee for dealing with such unclaimed Virtual Assets and/or Fiat Currency, as and to the extent permitted by Applicable Laws.
- 8.6 You are solely responsible for installing and maintaining any applicable hardware and applications, algorithms, software, interfaces (including the API) or code that we may provide to you for using and accessing your Account and the Services.
- 8.7 You are required to comply with all systemic requirements imposed in relation to any Account and Services, including installing and updating any applicable security procedures.
- 8.8 You must ensure that:
- (a) your systems and connections to our Website and/or the App and to access your Account and the Services operate properly at all times and have adequate redundancy and scalable capacity to accommodate current and anticipated trading volume levels, and are maintained in good order and are suitable for use with the Account;
 - (b) there are adequate security measures in place to ensure that unauthorized persons are denied access to your Account, including running various malware checks on a regular basis; and
 - (c) if you become aware of any material defect, malfunction, malware, virus, or other such deficiency in the Account, notify us immediately of such deficiency, and cease to use the Account until you have been notified that such deficiency has been rectified.

9. JOINT ACCOUNT HOLDERS

- 9.1 Where an Account is established for more than one person:
- (a) the liability and obligations of each of you shall be joint and several and references to “you” or a person shall be construed, as the context requires, to any or each of you;
 - (b) we shall be entitled to, but shall not be obliged to, act on instructions or requests from any of you;
 - (c) each of you shall be bound though any other user or any other person intended to be bound is not, for whatever reason, so bound;
 - (d) we shall be entitled to deal separately with any of you on any matter including the discharge of any liability to any extent without affecting the liability of any others;
 - (e) each of you may operate the Account independently of the other(s), but not simultaneously;

- (f) we may accept for transfer to us any cheque or other negotiable instrument payable to any one or more of you;
- (g) notices and communications (including notices of any variation to the Agreement) sent to the email provided to us are taken to be given to all persons;
- (h) if one of you no longer has legal capacity, the Account will be closed and any balance will be transferred by us to the remaining person(s); and
- (i) on the death of any one of you (being survived by the remaining person(s)), the Account and the Agreement shall not be terminated and the interest in the Account(s) of the deceased will thereupon vest in and enure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased shall be enforceable by us against such deceased's estate. The surviving person(s) shall give us written notice immediately upon any of them becoming aware of any such death.

10. AUTHORIZED PERSONS

10.1 You must ensure that each Authorized Person:

- (a) complies with the Agreement (including compliance with Financial Crime Requirements); and
- (b) is provided with a copy of the Agreement and any other relevant documentation that apply to any Service or Account they use, including our privacy policy.

10.2 To appoint an Authorized Person, you (or where there are joint account holders, all of you) shall:

- (a) provide us with account operating authority details for such Authorized Person; and
- (b) give instructions in writing to us if you wish to vary or cancel the account operating authority, and you agree that such instruction will become effective within a reasonable time after we accept your instructions.

10.3 You understand that we will rely on, and act on and in accordance with, the account operating authority until and unless varied or cancelled by you.

11. SOLICITATIONS AND RECOMMENDATIONS

11.1 This clause 11 applies if you are a person that has not been accredited as an "Institutional Professional Investor" or a "Corporate Professional Investor".

11.2 If we solicit the sale of, or recommend any Virtual Asset to you, the Virtual Asset must be reasonably suitable to you having regard to your financial situation, investment experience and investment objectives. No other provision of these Terms and Conditions or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause 11.

11.3 You agree to provide all information that you believe is necessary for us to make an informed suitability assessment, and to update us promptly upon request or the occurrence of any event that results in any change in your circumstances. This applies without limitation to any other provision of the Agreement. If we determine that the provision of a Service or any Virtual Asset Transaction would not be suitable for you, we may not provide that Service or facilitate that Virtual Asset Transaction.

12. INFORMATION OBLIGATIONS

12.1 You shall promptly provide us with any information or documents that are:

- (a) reasonably requested by us from time to time in order for us to provide the Services to you or to comply with Applicable Law or our internal policies or procedures;
- (b) requested by us to identify and verify the originator and beneficiary of Virtual Asset Transactions in accordance with Applicable Law, the FATF Guidance or our internal policies or procedures;
- (c) in connection with, the Agreement or your financial affairs (including details on your credit status);
- (d) requested or required by any court, tribunal, legal, governmental, tax, law enforcement or other Government Authority, body or entity, or exchange with jurisdiction over us,

and acknowledge and agree that such information and documents may be transferred, processed and/or stored by us to affiliates and third parties, and/or disclosed in accordance with Applicable Laws and in accordance with clause 30.1.

12.2 You will notify us promptly if there is any material change to the information provided to us pursuant to clause 12.1.

12.3 You represent and warrant that you have obtained all necessary consents and approvals of persons named in the Agreement or other relevant document, and of any Authorized Person, in relation to the collection, use, processing and transfer of personal data that you provide to us pursuant to the Agreement, in compliance with applicable data protection laws, including Hong Kong's Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong). You agree that you will provide a copy of our latest privacy-related policy, statement, circular, notice or other terms and conditions made available by us to you from time to time to such persons.

12.4 We will notify you of:

- (a) any material changes to our name, principal address or the Services from time to time; and
- (b) any material changes to our rules, procedures, or policies in relation to our Services.

12.5 Unless otherwise required by Applicable Law, we are not required to keep you informed of any market price movements (or other risk movements) in relation to a Virtual Asset or Fiat Currencies, even if these may harm your position in respect of that Virtual Asset or Fiat Currencies.

13. SOURCE OF FUNDS

13.1 You agree, represent, and warrant that all Virtual Assets and Fiat Currencies in your Account, and any Virtual Assets or Fiat Currencies exchanged or to be exchanged by you in the future on the Website and/or the App, are not the direct or indirect proceeds of any criminal, illegal or fraudulent activity. All your Virtual Assets and Fiat Currencies involved in Virtual Asset Transactions hereunder are legally acquired and owned by you.

13.2 You are not allowed to receive funds in your Account from a sender other than yourself. We reserve the right to investigate the source of any funds in your Account and determine, in our sole discretion, how to handle their disposition. Following our review of any funds in question and the circumstances by which you received them, we may determine that you are not the owner of such funds. If such a determination is made,

we reserve the right to dispose of these funds in accordance with Applicable Law and in our sole discretion, which may include returning them to the destination of their origin.

14. VIRTUAL ASSET TRANSACTIONS

- 14.1 To enter into any Virtual Asset Transaction, you must comply with the Agreement and any Applicable Law.
- 14.2 Depending on the Virtual Asset Transaction to be entered into, you must observe the processes and requirements outlined in the applicable Service-Specific Terms set out at Part 2, or as otherwise specified by us in writing. You must also comply with the Trading Rules, or any applicable rules and directions issued by us from time to time in respect of the applicable Service.
- 14.3 You are bound by the terms of the Virtual Asset Transaction from the moment you communicate via the Agreed Communication Method your Instructions or acceptance of the relevant terms, unless you successfully cancel the Virtual Asset Transaction (to the extent you are able or permitted to do so as part of the Services).
- 14.4 You are solely responsible for:
- (a) any Virtual Asset Transaction entered into when using our Services;
 - (b) complying with all notification requirements and other reporting obligations relating to the Virtual Asset Transactions under Applicable Law;
 - (c) having in place controls to prevent unauthorized access or changes to your Account and Virtual Asset Transactions; and
 - (d) having in place adequate arrangements to monitor any orders or Instructions entered through our Services.
- 14.5 You understand and acknowledge that you may be prevented from entering into a Virtual Asset Transaction if such actions would cause you to exceed an applicable limit and/or controls that we have imposed on you relating to trading, positions, transfers of Fiat Currencies and/or Virtual Assets, and that:
- (a) such limits and/or controls may be imposed by us at any time, without prior notice and without giving reasons;
 - (b) we may monitor your positions against the limits or controls; and
 - (c) you remain responsible for ensuring compliance, and complying with, any limits imposed on you and any Applicable Law, and you shall indemnify us against any Loss as a result of your breach of any limits or controls imposed by us if such limits or controls are notified to you at the time that they are imposed.
- 14.6 We are entitled to take an appropriate amount of time to consider, verify or block a Virtual Asset Transaction, if you or any other person or entity in connection with the Virtual Asset Transaction becomes a sanctioned person or entity, or upon the occurrence of a match on our sanction filters.

15. INSTRUCTIONS AND CONFIRMATIONS

- 15.1 You may provide Instructions through the Agreed Communication Methods that apply to the relevant Service.
- 15.2 You will be responsible for all Instructions given by you or by an Authorized Person and you will be liable for the consequences of any order, Instruction, or information you give to us, whether or not you are acting on your own behalf, as an agent or as an Authorized Person, and regardless of whether the identity of the principal (where you are acting as an agent) has been disclosed to us.
- 15.3 You will, and will procure that each of your Authorized Persons will, comply with any requirements we reasonably impose in relation to the Instructions and any Applicable Law.
- 15.4 We may, at our sole and absolute discretion and without giving any reasons, refuse to carry out or delay to act on any Instruction (including where we suspect that any fraud and/or illegality are involved). In particular, without prejudice to the generality of the foregoing, we may refuse to act, or delay in acting, on any of your Instructions in order to comply with Applicable Law, our internal policies and procedures, or if in our sole opinion the Instruction is contradictory or ambiguous.
- 15.5 You agree that you shall not have any claim against us for any failure by us to act on or execute any Instruction for whatever reason.
- 15.6 Subject to Applicable Law, we shall not be under any duty to assess the prudence or otherwise of any Instruction.
- 15.7 We are authorized (but not obliged) to, in relation to the operation of your Account or any Virtual Asset Transaction, rely upon and act in accordance with any Instruction given or purportedly given by you or the Authorized Person to us, without any further authority from you or any further notice to or from you, or without any inquiry by us as to the authority or identity of the person giving or authorizing or purporting to give or authorize the Instruction or the authenticity of the Instruction, regardless of the circumstances prevailing at the time of the Instruction or the nature of the Service, and notwithstanding any error, misunderstanding, fraud or lack of clarity in the Instruction, and whether or not the Instruction was made or given with your authority.
- 15.8 You are responsible for checking all Instructions. You acknowledge and agree that once given, an Instruction cannot be revoked, cancelled or reversed (unless the relevant Service enables you to revoke, cancel or reverse an Instruction and you successfully process such revocation, cancellation or reversal) and if acted on by us, the Instruction will be binding on you. In the case of Instructions in respect of Exchange Transactions, you may cancel an open order or the unfilled portion of a partially filled order at any time before such order is fully filled. However, we are under no obligation to act on an Instruction to cancel or amend a previous Instruction from you or your Authorized Person. We may also be unable to cancel or amend an unexecuted or partly executed Instruction for any reason.
- 15.9 To the extent applicable and permissible under Applicable Law, you acknowledge that all Instructions given (and our records of those Instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis that they are in electronic form.
- 15.10 If we determine that any Instruction or other circumstances may create (whether directly or indirectly) any Loss to us, we have the right to suspend the operation of any or all of the Accounts by giving reasonable notice to you and/or to require an indemnity from you or any third party before continuing to operate any or all of the Accounts or complying with such Instruction.

- 15.11 Instructions given by you or any Authorized Person to us shall be effective only upon actual receipt by us and shall be acknowledged by us unless we advise otherwise. If we do not acknowledge your Instructions, that Instruction is deemed not to have been received by us.
- 15.12 Subject to clause 15.4, you acknowledge that:
- (a) the processing and execution of Instructions will take place only if received by us within the Trading Hours and the relevant Service is available;
 - (b) the time required for us to process or execute, or to arrange for the processing or execution of, Instructions depends on the nature of the requested Virtual Asset Transaction, and it may not always be possible for Instructions to be processed or executed or requests effected by a specific deadline; and
 - (c) we do not accept liability for any Instruction which is not processed or executed on time or for any Loss incurred as a result.

16. FEES AND COSTS

- 16.1 All Virtual Asset Transactions executed in pursuance of your Instructions shall be subject to a transaction fee and any other fees, charges, commissions, and Costs that we from time to time may impose.
- 16.2 You must pay the fees, charges, commissions, and Costs specified by us hereunder, in our Fee Schedule, on our Website and/or the App or as otherwise notified by us in writing as applying to the Services and Virtual Asset Transaction from time to time.
- 16.3 You agree to pay any amount in the Fiat Currencies or Virtual Assets in which it is due in relation to the Virtual Asset Transaction, otherwise:
- (a) we may return the currency or asset and require you to make the payment in the appropriate and due Fiat Currencies or Virtual Asset and charge you for the Costs incurred in returning the payment to you; or
 - (b) we may convert the amount into the due Fiat Currencies or Virtual Asset on a date and at rates we reasonably consider appropriate and deduct Costs incurred in the conversion.
- 16.4 You understand and agree that to the extent any Taxes are payable in connection with your payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of Tax at the same time as making the payment.
- 16.5 You agree that you are not entitled to any refund of any Costs, fees, or interest you have paid, including where you cancel a Virtual Asset Transaction, or where the Agreement is terminated in part or in full.
- 16.6 You must pay us an amount specified by us in relation to the transfer or movement of a Virtual Asset on its underlying network or DLT, including for the purpose of settling a Virtual Asset Transaction or delivery to an address as part of the Services. If we determine that the Costs incurred by us in relation to such transfer or movement may exceed the specified amount, you agree that we may estimate the Costs and deduct a sufficient amount from your Account to cover our Costs in full, provided that we will rebate you any difference in the event our estimate exceeds the actual Costs incurred by us.

16.7 Unless otherwise indicated, you undertake to pay interest to us in respect of any debit balance on the Account(s) at any time at the interest rate of eight (8) per cent per annum on the overdue amount when we ask. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by us.

16.8 We may cancel, reverse or debit any payment we make under the Agreement (including any interest paid) and make any corresponding adjustments to an Account in certain circumstances, including to correct a mistake; if we have not received cleared and unconditional Fiat Currencies and/or Virtual Assets in full and promptly; or if we have reasonable grounds for doing so.

17. SETTLEMENT

17.1 You must have an available and sufficient amount and appropriate type of Fiat Currencies and/or Virtual Asset in your Account to meet your obligations under the proposed Virtual Asset Transaction, inclusive of any applicable fees, Costs and Taxes, before you can place an order to enter into a Virtual Asset Transaction.

17.2 In respect of each Virtual Asset Transaction executed on your behalf, unless we are already holding Fiat Currencies or Virtual Assets on your behalf to settle the transaction, you shall:

(a) pay cleared funds or deliver Fiat Currencies or Virtual Assets to us; or

(b) otherwise ensure that we receive such Fiat Currencies or Virtual Assets,

by such time and date as prescribed and notified (whether verbally or in writing) by us to you in relation to the Virtual Asset Transaction.

17.3 Unless otherwise agreed in writing by us, you agree that if you fail to make such payment or delivery of Fiat Currencies or Virtual Assets pursuant to clause 17.1, we are hereby authorized to, without further instruction or sanction from you:

(a) In the case of a purchase transaction, to transfer or sell any such purchased Virtual Assets to satisfy your obligations to us; or

(b) In the case of a sale transaction, to borrow and/or purchase such sold Virtual Assets to satisfy your obligations to us.

17.4 In order to settle a Virtual Asset Transaction and applicable fees, Costs and Tax in full without set off, counterclaim or deduction or withholding (including on account of any Tax) unless the deduction or withholding is required by Applicable Law, you acknowledge we may transfer any Fiat Currencies and/or Virtual Asset from your Account.

17.5 All delivery of Virtual Assets to you under a Virtual Asset Transaction will be rounded down in the manner specified and published by us on the Website and/or the App. You acknowledge that we may retain any excess amounts arising from such rounding.

17.6 Provided we act in good faith and in a commercially reasonable manner, we may refuse to accept or make any delivery of Fiat Currencies and/or Virtual Assets from or to you, such as refusing to accept, settle or make any delivery of Virtual Assets that do not meet the criteria of an Eligible Virtual Asset, or where you have insufficient Fiat Currencies or Virtual Assets recorded in your Account.

- 17.7 All payments due under these Terms and Conditions must be made without deduction or withholding for any Tax, unless that deduction or withholding is required by Applicable Law, in which case you must pay such greater amount which, after the required deduction or withholding, will result in us receiving the amount which we would have received if the deduction or withholding was not required.
- 17.8 We may be required to withhold payments to you and to pass such amounts to a Government Authority. If at any time any relevant Government Authority requires us to make a deduction or withholding on any payment due to you, you agree to immediately reimburse us for the amount of any such deduction or withholding. You will indemnify us against any Loss we suffer or incur as a result of such deduction or withholding.
- 17.9 In the event that the availability or transfer of Fiat Currencies or any Virtual Asset is restricted in a particular jurisdiction, or we are otherwise unable to pay in a particular Fiat Currencies or Virtual Asset, we may make the payment in any currency or asset we reasonably consider appropriate and use a rate we consider reasonably appropriate.

18. SET OFF, LIEN AND OTHER RIGHTS

- 18.1 Without prejudice to our rights under these Terms and Conditions, we may at any time and without notice to you set-off any amount we owe you against any amount that you owe us or, where more than one person constitutes the client, that any one or more of those persons singly or jointly owes us (in either case, whether or not the obligation is matured or contingent and irrespective of the currency, asset or place of payment). Any amounts that are so set-off will be discharged promptly and in all respects.
- 18.2 Subject to Applicable Law and without prejudice to any general liens or other similar rights to which we may be entitled under Applicable Law or the Agreement:
- (a) we for ourselves and as agent for any of the Group Members may, at any time and without notice to you, combine or consolidate any or all Accounts, of any nature whatsoever and either individually or jointly with others, with us or any of the Group Members and we may set-off or transfer any monies, assets or other property in any such Accounts to satisfy your obligations or liabilities to us or any of the Group Members, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
 - (b) all your monies, assets, receivables and other property (whether held by you either individually or jointly with others) held by or in the possession of us at any time, other than any property that may give rise to any obligation to disclose an interest on our part, shall be subject to a general lien in favour of us as continuing security to offset and discharge all of your obligations, arising from the business of dealing in Virtual Assets or otherwise, to us and any of the Group Members.
- 18.3 If, on any day, you and us have payment and delivery obligations in the same Fiat Currencies or the same Virtual Asset in respect of two or more Virtual Asset Transactions, then we may elect for such Fiat Currencies to be paid or such Virtual Asset to be delivered, on a net basis so that such obligations will be automatically satisfied and discharged. If, in respect of the same Fiat Currencies or the same Virtual Asset, the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, such payment and delivery obligations will be replaced by an obligation upon the party by which the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.
- 18.4 For the purposes of this clause 18, we may, subject to Applicable Law, make any necessary currency or asset conversions at the rate(s) we reasonably consider appropriate.

19. REPRESENTATIONS AND WARRANTIES

19.1 You hereby represent and warrant to us on a continuing basis that:

- (a) if you are an individual, you are at least 18 years of age;
- (b) if you are a corporation or other legal person, you are validly incorporated and existing under the laws of your jurisdiction of incorporation and have full power and capacity to enter into your obligations hereunder, and your entry into the Agreement has been duly authorized by your governing body and is in accordance with your memorandum and articles of association or by-laws as the case may be;
- (c) neither the signing, delivery or performance of the Agreement nor any Instructions given or Virtual Asset Transactions will contravene or constitute a default under any existing Applicable Law or cause to be exceeded any limit by which you or any of your assets are bound;
- (d) you have full legal capacity, power, authority and all necessary authorizations to enter into the Agreement, to perform your obligations hereunder, own your assets, use the Services and enter into each Virtual Asset Transaction (and if you are a corporation or other legal person, the person that enters into the Agreement on your behalf is, and any person representing you in relation to any Virtual Asset Transaction is and will be, duly authorized to do so);
- (e) you have obtained all necessary authorizations and consents, and taken all necessary corporate actions to make all payments and deliveries contemplated by the Agreement;
- (f) whether you are dealing in your own capacity, as an agent or Authorized Person, you are in full compliance and are fully responsible for being compliant with all Applicable Laws, including but not limited to Applicable Laws relating to the eligibility, legitimacy and legality for you to execute such Virtual Asset Transactions and performance of your obligations in accordance with Financial Crime Requirements;
- (g) your obligations under the Agreement are valid, binding and enforceable and will not be in breach of any Applicable Law, authorization, document or agreement by entering into or complying with obligations or exercising rights under the Agreement or any Virtual Asset Transaction;
- (h) you, any Authorized Person, any person for whom you act, as applicable:
 - (i) is not in breach of any Financial Crime Requirements of any jurisdiction;
 - (ii) do not appear on a list of persons with whom dealings are proscribed by the United Nations or another Government Authority under Applicable Law; or
 - (iii) do not act on behalf, or for the benefit of, any person described in paragraph (i) or (ii).
- (i) all assets provided by you for selling or crediting into your Account are fully paid with valid and good title and whose legal and beneficial titles are owned by you;
- (j) you:
 - (i) have appropriate knowledge and experience applicable to each Virtual Asset Transaction and related features and risks, and are able to assess the suitability of such Virtual Assets

and Virtual Asset Transactions;

- (ii) understand the nature and suitability for your purposes of the types of Virtual Asset Transactions contemplated and the risks involved in the subject matter of the Agreement and the Virtual Asset Transactions, and are capable of assuming, and do assume, all risks associated with the Agreement and any Virtual Asset Transaction, including those described in Part 4 of these Terms and Conditions;
 - (iii) have made your own independent decision to use the Services and enter into the Virtual Asset Transaction and that the Services and each Virtual Asset Transaction are appropriate and proper for you based on your own judgment and on advice from independent advisers you have considered necessary.
- (k) any and all information provided to us and representations made, by you or on your behalf, including but not limited to information and documents provided during Registration or account opening or otherwise in connection to your Account or your use of the Services, is complete, true, accurate, up-to-date and not misleading. We are entitled to rely on such information until written notice from you of any changes has been received by us;
- (l) since the date of information you first provided to us, there has been no change in that information or your financial circumstances that may have a material adverse effect on your ability to meet any of your obligations to us, and if so, you will notify us immediately;
- (m) you have not withheld any information that might have caused us not to enter into the Agreement or any Virtual Asset Transaction (including information about the assets you own and any claims and any lien, pledge, mortgage, charge, security or proprietary interest or other encumbrance whatsoever over them);
- (n) you acknowledge the Risk Disclosure Statement set out in these Terms and Conditions and fully understand and accept the risks (including the risk of loss) described thereunder;
- (o) you understand that we may require further information from you or a third party about your financial standing and financial objectives or to verify the same, and agree to provide that information to us upon request;
- (p) in respect of the Services and each Virtual Asset Transaction, you:
 - (i) have received, read and understand all relevant documents that make up the Agreement;
 - (ii) have adequate information in relation to your decision to use the Services and enter into the Virtual Asset Transaction; and
 - (iii) are not relying on any communication from us as advice of any kind (whether written or oral), and, unless otherwise specified by us, we are not an advisor to you, in connection with the Agreement or any Virtual Asset Transaction;
- (q) no action, suit or proceeding at law or in equity before any court, tribunal, Government Authority or any arbitrator that is likely to affect the legality, validity or enforceability against you or the Agreement or your ability to perform your obligations under the Agreement is pending or, to your knowledge, threatened against you;

- (r) neither you, nor any assets you own, have immunity from the jurisdiction of a court or from legal process in any place;
- (s) you solely shall be responsible for all obligations of your own transaction and non-transaction activities as well as any and all profits and losses;
- (t) you have sufficient financial resources to bear partial or total loss of your investment in Virtual Assets;
- (u) at any time that you deliver, or procure the delivery of, Virtual Assets and/or Fiat Currencies to us in connection with a Virtual Asset Transaction or otherwise, you have the absolute right to sell, assign, convey, transfer and deliver such Virtual Asset and/or Fiat Currencies, and are deemed to confirm that it is fully paid and free of any claims and any lien, pledge, mortgage, charge, security or proprietary interest or other encumbrance whatsoever;
- (v) you are responsible for your own Tax affairs, and you have not committed or been convicted of any Tax or other criminal offence;
- (w) you will refrain from engaging in or participating in any act or activity that damages the interests, reputation or otherwise of the Website and/or the App or the Company, whether or not you are doing so in connection with the Services;
- (x) no Event of Default has occurred, nor has any event occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become an Event of Default; and
- (y) all the representations and warranties made by you remain true and accurate at all times, including whenever you register for an Account with us, access or use your Account or our Services, enter into a Virtual Asset Transaction, or give an Instruction.

20. NETWORK EVENT

- 20.1 If:
- (i) any Infrastructure Participant or Network Participant gives a direction, or makes a decision or election, that affects a Virtual Asset Transaction; or
 - (ii) any Infrastructure Participant or Network Participant becomes Insolvent or is suspended from operating; or
 - (iii) a Network Event has occurred,

then we may take any action which we, in our sole discretion, consider appropriate to correspond with the direction, decision, election or event (including a Network Event), or to mitigate any Loss incurred or potential Loss or impact which may be incurred as a result of such action or event. Subject to Applicable Law, such action may result in suspension of access to, or adjustment of the balance in, your Account. Any such action will be binding on you (including, where relevant, making any decision or election in relation to a Network Event).

- 20.2 If any Infrastructure Participant, Network Participant or any Government Authority enquires about any Service or Virtual Asset Transaction under the Agreement, you agree to co-operate with us and that any information relevant to the enquiry may be passed to any Infrastructure Participant, Network Participant or Government Authority, as may be appropriate.

21. REGULATORY SUPERVISION

- 21.1 Upon being provided with reasonable notice and request in writing by us, you shall permit any Government Authority of competent jurisdiction (including but not limited to any regulator, exchange or market), and shall not unreasonably delay or withhold such permission, to have access to such terminals or equipment in respect of the computer or electronic network, platform and/or Services in your control or possession as such Government Authority may request. You shall co-operate in answering all queries of, and render all assistance to, such Government Authority in relation to any aspect of the Services, your Account and all Virtual Asset Transactions.
- 21.2 You agree that we shall bear no liability and shall not be responsible for any Loss, inconvenience, delay or prejudice that may be suffered by you as a result of any action by any Government Authority in the exercise of its regulatory or supervisory function over us. You shall permit any Government Authority to have access to your Account and Virtual Asset Transactions and other information as the Government Authority may request, and you shall co-operate in answering any of their queries in relation to any aspect of the Services.

22. TERMINATION AND EVENT OF DEFAULT

- 22.1 You may voluntarily terminate your Account and the Agreement by giving us at least thirty (30) days' prior written notice, provided you shall have no right to terminate these Terms and Conditions if you have outstanding liabilities or obligations and you satisfy such other conditions that we may prescribe from time to time.
- 22.2 Upon receipt of your written notice to terminate under clause 22.1, we may process such request and notify you of the effective date of termination of your Account. We may refuse to accept or at any time postpone the termination when there are outstanding obligations that may affect our interest or the interest of others.
- 22.3 Subject to any minimum notice period as required under Applicable Law, we reserve the right at any time for any reason and at our own discretion to close any Account and terminate any or all Services and existing business relationship with you, and furthermore demand immediate payment of outstanding debts and liabilities or performance of outstanding obligations of any nature without further notice to you and without obligation to disclose such reason(s) to you, including:
- (a) where we require or deem it necessary to comply with Applicable Law; and/or
 - (b) where we are no longer licensed, approved, registered (or otherwise exempt from licensing, approval and/or registration requirements) to conduct regulated activities.
- 22.4 Without prejudice to clause 22.3, the following shall constitute Events of Default (each an Event of Default) by you (or in the case of an Account held in the joint name of two or more persons, by any one of you), for which we may terminate any (or all) of the Agreement immediately by notice to you:
- (a) You fail to pay any sums payable to us or submit to us any documents or assets to us hereunder, when called upon to do so or on due date;
 - (b) you provide incorrect, incomplete or misleading information to us;
 - (c) you default in the due performance of any of the terms of the Agreement (including payment or delivery obligations, Financial Crime Requirements or Applicable Law), any other agreement with us, or any term of any arrangement you have with another financial institution, or another financial institution has suspended or terminated your use of any financial services;

- (d) where we determine that you do not meet continuing obligations, or contravene terms of the Agreement or any Applicable Law (including being convicted of a Tax or other crime in any jurisdiction);
- (e) any representation or warranty made by you to us in the Agreement or in any document are or are becoming incorrect or misleading;
- (f) the continued performance of the Agreement becomes illegal or claim by any Government Authority to be illegal;
- (g) you act fraudulently or dishonestly;
- (h) you disaffirm, disclaim, repudiate or reject, in whole or in part, the Agreement, any Confirmation or any Virtual Asset Transaction;
- (i) any consent, authorization or board resolution required by you (where you are a corporation or legal entity) to enter into the Agreement is wholly or partly revoked, suspended, terminated or ceases to remain in full force and effect;
- (j) we believe termination is necessary or desirable to enable us to comply with Applicable Law or are required by Applicable Law to do so;
- (k) performance of any obligation by either you or we under the Agreement breaches, or is likely to breach, any Applicable Law (including Financial Crime Requirements or market abuse requirements) or is otherwise contrary to any policy we apply as a result of an order or Sanction issued by any Government Authority;
- (l) where there is a levy or enforcement of any attachment, execution or other process against you;
- (m) in the event of (where you are an individual) death or bankruptcy, or (where you are a legal entity or corporation) winding up or insolvency, or any of your assets are subject to insolvency proceedings or other analogous proceedings;
- (n) any of your Virtual Assets and/or Fiat Currencies are subject to enforcement of a judgment or is expropriated, compulsorily acquired or resumed on any basis;
- (o) the occurrence of any event which, in our sole opinion, might jeopardize any of our rights under the Agreement;
- (p) we, in our discretion, consider that the Account is being operated or any Service is otherwise being used in an irregular or improper manner;
- (q) anything occurs which, in our opinion, is likely to have a material adverse effect on your ability or willingness to comply with your obligations under the Agreement;
- (r) any other event of default (however described) under any other agreement between you and any Group Member occurs.

Our rights under this clause 22.4 do not affect any other right under the Agreement and are subject to the giving of any notice, demand or lapse of time which is required by Applicable Law and cannot be excluded. Our termination may be in respect of some or all Services.

- 22.5 If any Event of Default occurs, without prejudice to any other rights or remedies that we may have against you and without further notice to you and to the extent not restricted under Applicable Laws, we shall be authorized and entitled, at our sole discretion, to take any or all of the following actions:
- (a) immediately close the Account(s) and not provide any relevant Service and/or operate any Account that is the subject of the termination, or any benefits in connection with the Service;
 - (b) do any other thing which the Agreement requires to be done when your right to use any relevant Service and operate any Account ends, including immediately making all payments and deliveries required in connection with the Agreement;
 - (c) terminate all or any part of the Agreement;
 - (d) cancel any or all outstanding orders or any other commitments made on behalf of you;
 - (e) close any or all contracts between us and you;
 - (f) combine, consolidate and set-off any or all of your Accounts in accordance with clause 18; and
 - (g) sell, transfer or otherwise dispose of any or all assets in your Account(s) or held for or on your behalf for the purpose of complying with the Applicable Law and our internal policy.
- 22.6 Notwithstanding the termination of your Account, you remain liable to us and other relevant persons for any liabilities incurred (including under the Agreement or otherwise) during the period you hold an Account, and remain subject to any proceedings, investigations, disciplinary or enforcement action in respect of:
- (a) a right, privilege, obligation or liability acquired, accrued or incurred under the Agreement before such termination;
 - (b) a breach of, or act of misconduct under the Agreement before such termination; and/or
 - (c) any disciplinary action or penalty in respect of any breach or act of misconduct committed before such termination.
- 22.7 For the avoidance of doubt, any termination of the Agreement shall not affect the accrued rights and liabilities of either us or you, and shall not affect any warranties, undertakings and indemnities given by you.
- 22.8 All provisions in the Agreement in connection with payments, clawbacks, indemnities, limitation of liability, disclosure of information, set-off, currency conversion, Tax, and the provisions in clause 17 survive termination of the Agreement.

23. LIMITATION OF LIABILITY

- 23.1 The Agreement is only binding on the rights and obligations between you and us, and does not involve legal relations and legal disputes arising from and relating to Virtual Assets Transactions between you and any other person.
- 23.2 We do not make any explicit or implicit warranties regarding your use of the Website and/or the App or Services, including but not limited to the applicability, freedom from error or omission, consistency, accuracy, non-infringement, reliability, and applicability to a specific purpose, of the Services provided by the Website and/or the App or any information, links, products, or business of any third party(ies).

- 23.3 We do not make any commitment or guarantee in connection with the validity, accuracy, correctness, reliability, quality, stability, integrity and timeliness of the technology and information of the Website and/or the App or Services. Your decision to log onto the Website and/or the App and/or continue with its use is your personal decision and therefore you shall bear any and all the risks and losses howsoever caused.
- 23.4 We cannot guarantee that all the information, programs, texts, etc., contained on the Website and/or the App are completely safe, free from the interference and destruction by any malicious programs such as viruses, trojans, etc. Therefore, by using your login to the Website and/or the App or your use of any Services offered by the Website and/or the App, downloading of any program, and/or information and data from the Website and/or the App and your use thereof are your personal decisions and therefore you shall bear the any and all risks and losses that may possibly arise.
- 23.5 You further understand and agree that:
- (a) from time to time, interruptions, errors, or other deficiencies in service may occur due to a variety of factors, some of which are outside of our control. These factors can contribute to delays, errors in service, or system outages. You may experience difficulties in accessing your Account, depositing and/or withdrawing your Fiat Currencies or Virtual Assets, and/or placing and/or cancelling orders; and
 - (b) we cannot (under any circumstances) be held responsible for any erroneous order or transaction or “system failure” (i.e., failure of any computer hardware or software), or “downtime” (including maintenance time), which prevents us from fulfilling our obligations under these Terms and Conditions for the Website and/or the App or Services, provided that we used commercially reasonable efforts to prevent or limit such erroneous orders/transactions, system failures, or downtime.
- 23.6 Subject to Applicable Law and except in the event of our gross negligence, wilful default or fraud, neither we nor any of our directors, officers, employees or agents shall have any liability whatsoever for any Loss incurred or suffered by you in connection with the Agreement, your use of the Services or our refusal or failure to provide Services to you, including in connection with:
- (a) any unauthorized access to or use of your Account;
 - (b) the general risks of investing or entering into any Virtual Asset Transaction or using the Services, including those described in the Risk Disclosure Statement;
 - (c) us acting or relying on, or refusing to act on, any Instruction given by you, whether or not such Instruction was given following any recommendation, advice or opinion given by us;
 - (d) any inability or delay in acting or any failure to receive or execute any Instruction given by you to us, even if we have been advised of the possibility of such Loss and regardless of whether it was due to a Force Majeure Event;
 - (e) the provision or unavailability of any Virtual Asset, Fiat Currencies, Account or Service, and regardless of whether it was due to a Force Majeure Event;
 - (f) any conversion of one Fiat Currency to another pursuant to, in relation to or arising from the Agreement;

- (g) investing or holding assets in a particular jurisdiction (including Loss arising from nationalization, expropriation or other governmental action, financial services regulations, currency restrictions, devaluations or fluctuations, and market conditions affecting the orderly execution of transactions or affecting the value of assets);
- (h) the collection, deposit or credit of invalid, fraudulent or forged Virtual Assets or Fiat Currencies transfers;
- (i) effecting delivery or payment against an expectation of receipt, save where such delivery or payment is contrary to local market practice;
- (j) the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy or a delay or error in making payments or deliveries under the Agreement;
- (k) an instruction by you to us to deliver Virtual Assets or Fiat Currencies to an exchange, broker, custodian or other third party, even if we might have information tending to show that this course of action, or the choice of a particular exchange, broker, custodian or other third party for a transaction, is unwise;
- (l) any information that we provide on Virtual Assets, market trends or otherwise, even if such information is provided at your request;
- (m) subject to clause 5 (Use of Third Parties and Agents), any act or omission of any exchange, broker, custodian or any other third party, whether or not appointed by us. We are not obliged to request such exchange, broker, custodian or any third party to comply with its obligations;
- (n) any Force Majeure Event or any other condition or circumstances which are beyond our reasonable control or anticipation, including but not limited to collapse of the Virtual Asset market and actions by government, judicial or administrative authorities;
- (o) us exercising any or all of our rights conferred by the Agreement;
- (p) a Network Event, a Fork or an Airdrop;
- (q) an Event of Default; or
- (r) termination of the Agreement,

and this disclaimer applies where the Loss arises for any reason and even if the Loss was reasonably foreseeable or we had been advised of the possibility of the Loss.

- 23.7 We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites on the Website and/or the App, other internet sites to which you may be referred or any third-party content displayed on our Website and/or the App. We are not responsible for any Loss incurred in connection with those sites. Such internet sites may contain information that has not been devised, verified or tested by us or our directors, officers, employees or agents. We do not endorse the accuracy or completeness of such information, nor do we guarantee that such information, or the provision of any hyperlinks to you, do not infringe third party rights.

24. INDEMNITIES

24.1 Without prejudice to any of our rights arising out of the Agreement, and to the extent permitted by Applicable Laws, you agree to indemnify and keep indemnified, us and each other Group Member and our respective directors, officers, employees, service providers, agents and affiliates (each, an “**indemnified party**”) against, and must pay the indemnified party on demand for, any reasonable costs, expenses, Loss and all other liabilities whatsoever which we may incur or the indemnified party may incur in connection with the Agreement and/or your use of the Services and any Virtual Asset Transaction (except in the event of our gross negligence, wilful default or fraud), including as a result of:

- (a) the provision of any Service or entry into any Virtual Asset Transaction in circumstances where we are not in breach of the Agreement;
- (b) us exercising any or all of our rights conferred by the Agreement or enforcing any of the provisions of the Agreement;
- (c) an Event of Default occurs in relation to you;
- (d) searches and enquiries made in connection with you (including checking for insolvency);
- (e) us acting on, delaying or refusing to act on any Instructions given to us by you or an Authorized Person, or a person purporting to be you or an Authorized Person, regardless of whether such Instruction was given following any recommendation, advice or opinion, provided that we act in good faith when effecting the Instructions and save where we have actual knowledge of any fraud or forgery;
- (f) the settlement or attempted settlement of any Virtual Asset Transaction or any failure to settle any such Virtual Asset Transaction, in circumstances where we are not in breach of the Agreement;
- (g) any conversion of one Fiat Currency to another pursuant to, in relation to, or arising from the Agreement and/or our Services;
- (h) any service provided by a third party;
- (i) any Tax payable by the indemnified party on, or calculated by reference to, any Virtual Asset Transaction or any amount paid or payable by or to you under the Agreement (excluding any Tax payable by the indemnified party by reference to its net income);
- (j) any action taken by a third party to gain control of any Fiat Currencies or Virtual Asset contemplated by the Agreement; and
- (k) the costs of the indemnified party in defending itself successfully against any claims of fraud, negligence or wilful default.

24.2 If a judgment, order or proof of debt for or the recovery of an amount in connection with the Agreement is expressed in Fiat Currencies or Virtual Assets other than that in which the amount is due under the Agreement, then you agree to indemnify us on demand against:

- (a) any difference arising from converting the other Fiat Currencies or Virtual Asset, if the rate of exchange we would otherwise use under the Agreement when we receive a payment in the other Fiat Currencies or Virtual Asset is less favourable to us than the rate of exchange used for the purpose of the judgment, order or acceptance of proof of debt; and

(b) the Costs of conversion.

24.3 This clause 24 shall continue to take effect notwithstanding the termination of the Agreement and all dealings between us and you.

25. COMMUNICATIONS, RECORDS AND ELECTRONIC DELIVERY

25.1 You authorize us to deliver all communications, agreements, documents, notices, disclosures and Confirmations to you by an Agreed Communication Method. You agree that any communications, agreements, documents, notices, disclosures and Confirmations that are not in the form of an Agreed Communication Method is unauthorized and should not be relied on.

25.2 Without prejudice to the generality of clause 25.1, we are authorized (but not obliged) to, in relation to the operation of an Account and/or any Virtual Asset Transaction, send any communication, Confirmation, notification or other correspondence to you at your specified email address by way of a private communication. For the avoidance of doubt, notwithstanding anything to the contrary, any email correspondence from us as sent, shall be treated as having been received by you, and shall be effective on and from the date of such email correspondence or the date specified in the email correspondence (if any), whichever is the latest.

25.3 Where we send a private communication to you by email, you agree that we may consider any person who identifies himself/herself by using your specified email address as being entitled to receive and/or verify any email correspondence, and/or provide Instructions to, send information to and/or request information from us in relation to your Account via email.

25.4 You acknowledge that you are aware of all risks and damage which could result or arise from the use of an Agreed Communication Method and other acceptable forms of communication when communicating with us and agree to bear all such risks. Such risks include those resulting from delayed receipt or notice, errors in transmission, technical defect, virus, power failure, fraud, forgery, illegality, misunderstanding, unintended disclosure or unauthorized interception or manipulation by third parties or the occurrence of any Event of Default.

25.5 It is your responsibility to ensure that the details of your Agreed Communication Method are correct and the Agreed Communication Method is operational and available for receipt of all communications and to notify us of any changes to the details of your Agreed Communication Method as soon as practicable after the change is made.

25.6 Any notice or other communication so dispatched or made shall be deemed to have been received:

(a) if sent by email:

(i) when we receive an automated message confirming delivery; or

(ii) four hours after the time sent (as recorded on the device from which we sent the email) unless we receive a delivery failure receipt;

(b) if sent by an Agreed Communication Method other than by email, at the time of sending (as recorded on the device from which we send the message);

(c) if delivered via other electronic means, 24 hours after we send it;

(d) if posted on the Website and/or the App, at the time of posting.

If such receipt or posting occurs after 6:00 pm or on a non-Business Day, such notice or communication shall be deemed to have been received at 9:00 am on the next Business Day.

25.7 You agree that:

- (a) to the extent any digital signatures comply with Applicable Law, digital signatures supported by a digital certificate shall have the same validity, admissibility and enforceability as if signed in writing;
- (b) all Instructions in electronic form are deemed to be written documents, and you shall not dispute or challenge the validity, admissibility or enforceability of any such Instructions on the grounds that it is not a written document and you waive any such right you may have at law;
- (c) all Instructions in electronic form are original documents, and you will not challenge the admissibility of any internet Instruction on the grounds that it is made in electronic form; and
- (d) you are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them. You agree not to dispute the contents of any notice or communication sent by us using electronic equipment.

25.8 We may electronically record and/or monitor all correspondences with you or an Authorized Person (including but not limited to telephonic conversations between you and us), and you agree that to the extent permitted by Applicable Law, any such recordings, transcriptions or records may be used for internal compliance purposes, submitted in evidence to any court or in any proceedings relating to these Terms and Conditions, disclosed to any applicable Government Authority or as otherwise required by Applicable Law.

25.9 You acknowledge and agree that our records of the Instructions, communications, operations, or Virtual Asset Transactions made, performed, processed or effected through our Services by you or an Authorized Person or any person purporting to be you, acting or purportedly acting on behalf of you, with or without you or an Authorized Person's consent, shall be binding and conclusive on you for all purposes and conclusive evidence of the Virtual Asset Transactions and your liability to us. You agree that all such records are admissible evidence, and you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and waive all of your rights (if any) to so object.

25.10 We issue statements for accounts periodically. However, we may not issue statements if an Account is inactive, there have been no transactions or movement of Virtual Assets since the previous statement and there is no balance in the Account, or where we are not required by Applicable Law to do so. You are responsible for checking them for accuracy, and for reporting any mistaken or unauthorized transactions to us as soon as possible. Information about the Account (including the Account balance) may be obtained at any other time by contacting us. Unless otherwise stated, if you do not report any mistake within thirty (30) days of the date of the statement, we treat the statement as correct, unless there is manifest error.

26. AMENDMENT AND WAIVER

26.1 We have the right, by notice in writing, to add to, alter, vary, amend, supplement or modify these Terms and Conditions, the Trading Rules, the Fee Schedule, any other documents and/or other agreement that form part of the Agreement at any time at our absolute discretion. Such amendments shall be effective on and from the date specified by us in a notice to you and, if no such date is specified, on and from the date of such notice. Without prejudice to the above, your continued maintenance of the Account and use of the Services after such amendment shall also be treated as your acceptance and agreement to the amendment.

- 26.2 A failure or delay by us in exercising any right, power or privilege in respect of the Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege.

27. CONFLICT OF INTEREST

- 27.1 You acknowledge and agree that we, another Group Member, or any one of our respective directors, officers, employees or agents may have an interest, arrangement or relationship that is material in a Virtual Asset or Virtual Asset Transaction due to the nature of the trading activities as part of the Services, and that there may be other circumstances where a conflict of interest arises between your interests and those of other clients, counterparties or us. In particular:

- (a) we may have a material interest in an OTC Transaction by virtue of our role as a counterparty to the OTC Transaction;
- (b) we may buy, sell, hold or deal in any Virtual Assets or take the opposite position to your order whether it is on our own account or on behalf of our other clients;
- (c) we and our directors, officers or employees may trade on his/her/their own account or on the account of any of the Group Members subject to any applicable regulatory requirements;
- (d) we may instruct or otherwise procure the purchase for you of Virtual Assets held by us for our own account or held by any other of our clients;
- (e) we may act in any capacity for any other person or buy, sell, hold or deal in any Virtual Assets for our own account or that of any other Group Member notwithstanding that Instructions have at any time been received from or on behalf of you for the purchase, sale or holding of or other dealing in the same or similar Virtual Assets; or
- (f) we and other Group Members may engage in proprietary transactions in Virtual Assets from time to time and we may take proprietary positions or undertake proprietary activities which may affect the market price, rate or other market factors underlying a Virtual Asset Transaction and consequently the value of a Virtual Asset Transaction.

Some of these circumstances may also be described in other disclosures that we may make from time to time.

- 27.2 Subject to Applicable Law:

- (a) we shall, at our absolute discretion, be entitled to solicit, accept and retain any benefit in connection with any transaction effected with any person for you in accordance with these Terms and Conditions, including any commissions, rebates or similar payments received in connection therewith, and rebates from standard commissions charged by companies or other agents to their clients;
- (b) we shall also, at our absolute discretion, be entitled to offer any benefit in connection with any transaction effected with any person for you pursuant to the terms and subject to the conditions of these Terms and Conditions, including any benefit relating to commissions or similar payments in connection therewith;

- (c) we will not account to you any benefit received by us for dealing with, or providing services to, others; and
- (d) we shall disclose to you any fact or thing which may come to our notice in the course of dealing with, or providing services to, others or in the course of our business.

28. ASSIGNABILITY

- 28.1 Without our prior consent in writing, you may not assign, charge, dispose of, transfer or otherwise deal with your rights or obligations hereunder to anyone.
- 28.2 We may assign, transfer or otherwise deal with our rights and obligations under the Agreement to any third party with thirty (30) days' notice to you as we see fit.

29. THIRD PARTY RIGHTS

- 29.1 A person who is not party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any term of, or enjoy any benefit under, these Terms and Conditions.

30. CONFIDENTIALITY

- 30.1 Each party agrees not to disclose information provided by the other party that is not publicly available except:
 - (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under the Agreement;
 - (b) to officers, employees, legal and other advisers and auditors of any party;
 - (c) to any party to the Agreement or any related companies of any party to the Agreement, provided the recipient agrees to act consistently with this clause;
 - (d) with the consent of the party who provided the information (such consent not to be unreasonably withheld);
 - (e) in the case of the Exchange Platform, publishing relevant Virtual Asset Transactions and related Instructions on a non-attributed basis on the Exchange Platform;
 - (f) any disclosure the disclosing party reasonably believes is required by any Applicable Law (including Financial Crime Requirements), Government Authority or exchange; or
 - (g) otherwise in accordance with the Agreement.
- 30.2 Whilst you expect us to keep confidential all matters relating to the Account(s), you hereby expressly agree that we can make such disclosures of all matters relating to the Account(s):
 - (a) as may be requested under any Applicable Law or any applicable rules of any exchange;
 - (b) as may be required by any court, tribunal, legal, governmental, tax, law enforcement or other Government Authority, body or entity, or exchange with jurisdiction over us;

- (c) to our affiliates or agents (including any third-party brokers, service providers or professional advisers) for effecting Instructions or transactions or in order for us to conduct our business;
- (d) to any potential assignee or transferee,

without further consent from or notification to you, and you must not commence proceedings against us in relation to our actions under such circumstances.

31. APPLICABLE LAW AND DISPUTE RESOLUTION

- 31.1 The Agreement and all rights, obligations and liabilities shall be governed by and construed in accordance with the laws of Hong Kong.
- 31.2 You submit to the exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising from or in connection with the Agreement.
- 31.3 Any dispute, controversy, difference, discretion or claim arising out of or relating to the Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall first be resolved by mutual good faith discussion and negotiation between the parties.

32. GOVERNING LANGUAGE

- 32.1 Content in the Agreement may be available in multiple languages. Subject to the application of any mandatory provisions of any Applicable Law, in case of any conflict or inconsistency between language versions of such content or any omission in any language version of the Agreement, the English version prevails.

33. SEVERABILITY

- 33.1 If and to the extent that an Applicable Law is inconsistent with the Agreement in a way that would otherwise have the effect of making a provision of the Agreement illegal, void or unenforceable, or contravene a requirement of Applicable Law or impose an obligation or liability which is prohibited by that law, then the Applicable Law overrides the Agreement to the extent of the inconsistency, and the Agreement is to be read as if that provision were varied to the extent necessary to comply with that Applicable Law and avoid that effect (or, if necessary, omitted).

34. RIGHTS TO COPIES OF AUDITED FINANCIALS

- 34.1 Upon receipt of your written request and payment of administrative fees, we may provide you the latest audited balance sheet and profit and loss account filed with SFC.

35. PROFESSIONAL INVESTORS ONLY

- 35.1 The Service shall be offered only to Professional Investor. If you wish to use any Service, you confirm that you are a Professional Investor.

PART 2 SERVICE-SPECIFIC TERMS
PART 2.1 – SERVICE-SPECIFIC TERMS (EXCHANGE PLATFORM)

1. INTRODUCTION

1.1 This Part 2.1 applies to the Exchange Platform and the Exchange Transactions.

1.2 Unless otherwise specified, a reference to a clause is to a clause in this Part 2.1.

2. TRADING HOURS, TRADING PAIRS AND ORDER TYPES

2.1 You must place your Instruction on the Exchange Platform through an Agreed Communication Method.

2.2 Subject to clause 4 below and unless otherwise communicated to you through the Agreed Communication Method, the Exchange Platform operates on a 24-hour basis.

2.3 The trading pairs and the types of Instruction supported by the Exchange Platform are published on the Website and/or the App and updated by us from time to time.

2.4 Upon placing an order, the quantity of the relevant Virtual Asset or Fiat Currency will be held and recorded in your Account as being on hold, until that Instruction is executed or otherwise cancelled.

2.5 You acknowledge and agree that all fills are final and will not be reversed except in the following circumstances:

- (a) we are required to do so by any Applicable Law; or
- (b) due to a manifest error or serious technical error in which Exchange Transactions do not occur as specified in the Service-Specific Terms (Exchange Platform) set out hereunder, in which case we will make all reasonable efforts to restore you to the position you would have been in had the error not occurred;
- (c) where we believe that the Virtual Asset is not an Eligible Virtual Asset; or
- (d) where we believe that the pre-pay requirement under clause 17 of Part 1 of these Terms and Conditions has not been met.

2.6 You understand that the Exchange Platform charges a maker fee or a taker fee (as amended from time to time at our discretion) for each maker order or taker order at the time when the order is filled against the Virtual Asset or Fiat Currencies as applicable.

3. ACCESS TO AND USE OF THE EXCHANGE PLATFORM

3.1 We grant you a non-exclusive, non-transferable personal right to access and use the Exchange Platform to conduct Exchange Transactions through the Agreed Communication Method.

3.2 You may only use the Exchange Platform and any Exchange Materials for your own needs.

3.3 Subject to clause 11 of Part 1 of these Terms and Conditions, you acknowledge that you have relied and rely solely on your own investigation and judgment in requesting to access and use, and in accessing and using, the Exchange Platform. We are not responsible for any consequence or Loss arising from your choice or use of the Exchange Platform or any Agreed Communication Method.

3.4 You understand and acknowledge that you may be prevented from entering into an Exchange Transaction if such action would cause you to exceed an applicable limit or any control that we have imposed on you, including but not limited to:

- (a) maximum and minimum trading quantity, trading price and/or trading value;
- (b) maximum number of outstanding orders;
- (c) maximum price deviation from last traded price and/or prevailing best price;
- (d) maximum price range for fills;
- (e) risk rating matching;
- (f) position limit; and
- (g) self-execution prevention.

You further acknowledge that:

- (h) such limits or controls may be imposed by us at any time, without prior notice and without giving reasons;
- (i) we may monitor your positions against the limits or controls; and
- (j) you remain responsible for ensuring compliance, and complying with, any limits or controls imposed on you, and you shall indemnify us against any Loss as a result of your breach of any limits or controls imposed by us if such limits or controls are notified to you at the time that they are imposed.

3.5 You acknowledge that Market Manipulation of any kind is strictly prohibited on the Exchange Platform and you will not conduct any market manipulative or abusive activities. “**Market Manipulation**” is defined for the purposes of this clause 3.5 as any action taken by a person (directly or indirectly) which in our sole view and discretion:

- (a) results in or is intended to result in a false market in any Virtual Assets;
- (b) results in or is intended to result in an artificial price or volume of any Virtual Assets;
- (c) deceives or misleads other users to induce them into Virtual Asset Transactions; or
- (d) aids, abets, enables, finances, supports, or endorses either of the above and this may include actions on the Exchange Platform and/or outside of the Exchange Platform.

Market Manipulation includes, without limitation, Exchange Transactions where there is no change in beneficial ownership in the Virtual Asset (i.e., where you act as both sides of the trade), spoofing, layering, pump-and-dump or any other action which, we in our sole discretion believe, adversely affects the fair and orderly operation of the Exchange Platform or provision of the Services.

- 3.6 Without prejudice to the generality of clause 6.1 of Part 1 of these Terms and Conditions, we may refuse to provide, terminate, delay or suspend the provision of any Service to you at any time at our sole discretion if we suspect your use of our Services is not in compliance with the Applicable Law or is in breach of the Agreement. Unless required by Applicable Law, we are not required to give you a reason for such refusal.
- 3.7 We are obliged to report to the regulatory authority upon becoming aware of any market manipulative or abusive activities, whether actual or potential, on the Exchange Platform. We are not required to give you any notice for making any such report to the regulatory authority.

4. AVAILABILITY OF THE EXCHANGE PLATFORM

- 4.1 We may temporarily halt or suspend access to the Exchange Platform due to “downtime”, defined for the purposes of this clause 4 as maintenance time including routine maintenance and scheduled maintenance. We may also halt or suspend any Exchange Transaction-related Service due to other reasons that we, at our sole discretion, consider a temporarily halt or suspension to be necessary.
- 4.2 In addition, interruptions in Service or system outages may occur due to factors which are not objectively reasonably foreseeable by us and not within our control, including but not limited to a Force Majeure Event.
- 4.3 We will notify you through the Agreed Communication Method:
- (a) in the case of a scheduled downtime, at least three (3) days in advance of the downtime. The notification will include details of (i) the halt or suspension start and end time; (ii) affected Virtual Assets; (iii) affected Service; and (iv) treatment of outstanding orders on the Exchange Platform and other Instructions (if applicable); or
 - (b) in the case of an unscheduled outage, as soon as reasonably practicable upon our becoming aware of the occurrence of the outage. If notification cannot be sent through the Agreed Communication Method, we will endeavour to make an announcement on other channels as soon as reasonably practicable. The notification/ announcement will include details of (i) the outage start time; (ii) affected Virtual Assets; and (iii) affected Service; and
 - (c) in the case where an end time was not announced, or where there is a change to an announced end time, as soon as reasonably practicable upon reopening of access to the Exchange Platform and resumption of Service. The notification will include details of (i) the Service resumption time; (ii) affected Virtual Assets; (iii) affected Service; and (iv) treatment of outstanding orders on the Exchange Platform and other Instructions (if applicable).
- 4.4 You acknowledge and agree that we are entitled, but are under no obligation, to cancel any order on the Exchange Platform that remains unfilled (including any unfilled portion of a partially filled order); Exchange Transaction that remains unsettled; or Instruction that remains unprocessed immediately before any downtime or outage period.

5. EXCHANGE MATERIALS AND ELECTRONIC SERVICES

- 5.1 We grant all users full and equal real-time access to the Exchange Materials.

5.2 You shall:

- (a) not allow or permit any other person to access or use such Exchange Materials; or otherwise deal with them for the benefit of any other person or in any way that is not specifically contemplated by the Agreement (including by way of downloading, copying, reproducing, adapting, publishing, selling, or distributing them) without our express written consent, which we may reject or grant at our own discretion, with or without conditions;
- (b) keep all Exchange Materials strictly confidential, except to the extent that they are already in the public domain (other than through a breach of the Agreement or any other obligation of confidence); and
- (c) respect and protect all rights, title and interest (including any intellectual property rights) in the Exchange Materials.

5.3 You acknowledge that the Services, our Website and/or the App, and the software comprised in them, including any Exchange Materials, are proprietary to us. You undertake and warrant that you shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, create derivative works based on, remove, erase or tamper with any copyright or proprietary notice printed or stamped on, affixed to, or encoded or recorded on, or combine or merge with or into any other software or documentation and shall not attempt to gain unauthorized access to, any part of the Services, the Website and/or the App, and any of the software comprised in them.

5.4 Upon a breach or a suspected breach of clauses 5.1 and/or 5.2, we and/or other third parties may take legal action against you at any time. You undertake that upon becoming aware of any breach or attempted breach by you or another person of clauses 5.1 and/or 5.2, you shall immediately notify us of the same (and also notify the third party upon receiving our instruction to do so).

6. OUR ROLE AS AN AGENT

6.1 By accessing and using the Exchange Platform, you acknowledge that we:

- (a) only act as agent in relation to any Exchange Transaction (though we are entitled to decline to act on your behalf or accept your Instruction in certain circumstances, such as where the Instruction has not been reconfirmed);
- (b) do not act as a principal, nor as a prime broker with respect to any Exchange Transaction; and
- (c) are not your counterparty to any Exchange Transaction and make no representations and warranties with respect to any assets that are involved in such transaction. This applies even if we undertake certain checks and/or other compliance procedures with respect to the Exchange Transaction. Such procedures are for our own benefit and you should not rely on them.

PART 2 SERVICE-SPECIFIC TERMS
PART 2.2 – SERVICE-SPECIFIC TERMS (OTC PLATFORM)

1. INTRODUCTION

1.1 This Part 2.2 applies to the OTC Platform and the OTC Transactions.

1.2 Unless otherwise specified, a reference to a clause is to a clause in this Part 2.2.

2. TRADING HOURS, TRADING PAIRS AND REQUEST FOR QUOTES

2.1 You must place your Instruction on the OTC Platform through an Agreed Communication Method.

2.2 Subject to clause 4 below and unless otherwise communicated to you through the Agreed Communication Method, the Trading Hours of the OTC Platform are normally:

(a) if, via automatic request for quote (“**Online RFQ**”) services, 00:00 am to 5:00 pm and 7:00 pm to 11:59 pm on each day; and

(b) if, via flow trading (“**FT**”) services, 10:00 am to 5:00 pm on each Business Day.

2.3 The trading pairs supported by the OTC Platform are published on the Website and/or the App and updated by us from time to time.

2.4 Upon a request by you, we will provide a quote for your reference and without any obligation from you. The quote will expire and be deemed to have been rejected by you if such quote is not confirmed by you within the time specified in respect of that quote, unless cancelled earlier by us.

For the avoidance of doubt, we are under no obligation to provide a quote to you.

2.5 If, after we provide a quote, you confirm such quote before its expiry or cancellation, the order is irrevocable from your side. Upon our acknowledgement in response to your confirmation, a binding OTC Transaction is agreed in the terms of the accepted quote.

2.6 Once the OTC Transaction is agreed, the quantity of the relevant Virtual Asset or Fiat Currency will be debited from your Account.

2.7 Notwithstanding clause 2.6 and clause 2.7 above, we may cancel an OTC Transaction in case of the following circumstances:

(a) we are required to do so by any Applicable Law;

(b) due to a manifest error or serious technical error in which OTC Transactions do not occur as specified in the Service-Specific Terms (OTC Platform) set out hereunder, in which case we will make all reasonable efforts to restore you to the position you would have been in had the error not occurred;

(c) where we believe that the Virtual Asset is not an Eligible Virtual Asset; or

(d) where we believe that the pre-pay requirement under clause 17 of Part 1 of these Terms and Conditions has not been met.

- 2.8 You understand that the OTC Platform charges a service fee (as amended from time to time at our discretion) that is included in the quote for each OTC Transaction against the Virtual Asset or Fiat Currencies as applicable.

3. ACCESS TO AND USE OF THE OTC PLATFORM

- 3.1 We grant you a non-exclusive, non-transferable personal right to access and use the OTC Platform to conduct OTC Transactions through the Agreed Communication Method.
- 3.2 You may only use the OTC Platform for your own needs.
- 3.3 Subject to clause 11 of Part 1 of these Terms and Conditions, you acknowledge that you have relied and rely solely on your own investigation and judgment in requesting to access and use, and in accessing and using, the OTC Platform. We are not responsible for any consequence or Loss arising from your choice or use of the OTC Platform or any Agreed Communication Method.
- 3.4 You understand and acknowledge that you may be prevented from entering into an OTC Transaction if such action would cause you to exceed an applicable limit or any control that we have imposed on you, including but not limited to:
- (a) minimum trading value;
 - (b) risk rating matching; and
 - (c) position limit.

You further acknowledge that:

- (d) such limits or controls may be imposed by us at any time, without prior notice and without giving reasons;
- (e) we may monitor your positions against the limits or controls; and
- (f) you remain responsible for ensuring compliance, and complying with, any limits or controls imposed on you, and you shall indemnify us against any Loss as a result of your breach of any limits or controls imposed by us if such limits or controls are notified to you at the time that they are imposed.

4. AVAILABILITY OF THE OTC PLATFORM

- 4.1 We may temporarily halt or suspend access to the OTC Platform due to “downtime”, defined for the purposes of this clause 4 as maintenance time including routine maintenance and scheduled maintenance. We may also halt or suspend any OTC Transaction-related Service due to other reasons that we, at our sole discretion, consider a temporarily halt or suspension to be necessary.
- 4.2 In addition, interruptions in Service or system outages may occur due to factors which are not objectively reasonably foreseeable by us and not within our control, including but not limited to a Force Majeure Event.

- 4.3 We will notify you through the Agreed Communication Method:
- (a) in the case of a scheduled downtime, at least three (3) days in advance of the downtime. The notification will include details of (i) the halt or suspension start and end time; (ii) affected Virtual Assets; (iii) affected Service; and (iv) treatment of outstanding Instructions (if applicable); or
 - (b) in the case of an unscheduled outage, as soon as reasonably practicable upon our becoming aware of the occurrence of the outage. If notification cannot be sent through the Agreed Communication Method, we will endeavour to make an announcement on other channels as soon as reasonably practicable. The notification/ announcement will include details of (i) the outage start time; (ii) affected Virtual Assets; and (iii) affected Service; and
 - (c) in the case where an end time was not announced, or where there is a change to an announced end time, as soon as reasonably practicable upon reopening of access to the OTC Platform and resumption of Service. The notification will include details of (i) the Service resumption time; (ii) affected Virtual Assets; (iii) affected Service; and (iv) treatment of outstanding Instructions (if applicable).
- 4.4 You acknowledge and agree that we are entitled, but are under no obligation, to cancel any OTC Transaction that remains unsettled or Instruction that remains unprocessed immediately before any downtime or outage period.

5. ELECTRONIC SERVICES

- 5.1 You acknowledge that the Services, our Website and/or the App, and the software comprised in them are proprietary to us. You undertake and warrant that you shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, create derivative works based on, remove, erase or tamper with any copyright or proprietary notice printed or stamped on, affixed to, or encoded or recorded on, or combine or merge with or into any other software or documentation and shall not attempt to gain unauthorized access to, any part of the Services, the Website and/or the App, and any of the software comprised in them.
- 5.2 Upon a breach or a suspected breach of clause 5.1, we and/or other third parties may take legal action against you at any time. You undertake that upon becoming aware of any breach or attempted breach by you or another person of clause 5.1, you shall immediately notify us of the same (and also notify the third party upon receiving our instruction to do so).

6. OUR ROLE AS A PRINCIPAL

- 6.1 By accessing and using the OTC Platform, you acknowledge that we:
- (a) act as a principal with respect to an OTC Transaction;
 - (b) are entitled to decline to provide a quote or accept your Instruction in certain circumstances, such as where the Instruction has not been reconfirmed;
 - (c) act as your counterparty to an OTC Transaction; nevertheless we make no representations and warranties with respect to any assets that are involved in such transaction. This applies even if we undertake certain checks and/or other compliance procedures with respect to the OTC Transaction. Such procedures are for our own benefit and you should not rely on them; and

(d) do not act as an executing, clearing and/or prime broker with respect to any OTC Transaction.

6.2 If, in our opinion, any unforeseeable event or circumstance, including any Network Event, occurs that adversely affects our ability in determining the amount payable to or by you in respect of any OTC Transaction and such circumstances continue for a period of not less than two (2) Business Days, we may make such adjustments to the method used or to be used to determine the amount payable to or by you in respect of any OTC Transaction in accordance with our customary practices or market practice of which we are aware (if any), and such adjustments shall be binding and conclusive against you. We will notify you of such adjustments as soon as practicable.

PART 2 SERVICE-SPECIFIC TERMS
PART 2.3 – CUSTODIAL ARRANGEMENTS

1. INTRODUCTION

1.1 This Part 2.3 applies to the custodial services provided by the Custodian.

1.2 Unless otherwise specified, a reference to a clause is to a clause in this Part 2.3.

2. SAFEKEEPING OF VIRTUAL ASSETS AND FIAT CURRENCY

2.1 By opening and maintaining an Account with us, you understand and agree that:

- (a) Virtual Assets and Fiat Currency will be deposited with and held on trust by the Custodian;
- (b) Virtual Assets that are in your Account, or that we receive from or on behalf of you, and held by us for safekeeping, are segregated and kept separate from our assets;
- (c) Fiat Currency that is in your Account, or that we receive from or on behalf of you, will be held on trust and/or in a segregated client account of the Custodian.
- (d) We are not able to obtain access, custody or use of your Virtual Assets and Fiat Currency held by the Custodian for or on your behalf (including without limitation, for liens, pledges, collateral, on-lending, marketing, trading or other improper commercial purposes);
- (e) The potential time required for the movement of Virtual Assets or Fiat Currencies in or out of your Account may vary due to verification and/or control enhancement processes;
- (f) In all circumstances, without prejudice to the generality of clause 23.6 of Part 1 of these Terms and Conditions, we and/or the Custodian shall not be liable for any Loss (howsoever arising) in relation to the Account, except in the event of for gross negligence, wilful default or fraud;
- (g) As part of the Financial Crime Requirements, the Custodian is required to establish and implement adequate and appropriate policies, procedures and controls, including but not limited to verifying the legitimacy of a wallet address and deploying tracking and surveillance tools on the DLT;
- (h) All Virtual Asset transfers (deposit or withdrawals) require valid proof of ownership. Under no circumstances shall the Custodian accept any third-party deposit or third-party transfers;
- (i) All Fiat Currency transfers (deposit or withdrawals) require valid proof of ownership. Under no circumstances shall the Custodian accept any cash deposit, third-party deposit or third-party transfers; and
- (k) Only bank accounts and wallet addresses which have been approved by us may be used for depositing to or withdrawing from your Account.

2.2 You represent and warrant that:

- (a) you are the lawful owner of any Virtual Assets or Fiat Currency you attempt to transfer to us, or otherwise have the absolute right to sell, assign, convey, transfer and deliver the Virtual Assets or Fiat Currency to us;

- (b) you will transfer Virtual Assets or Fiat Currency to us in compliance with the Financial Crime Requirements, FATF Guidelines and any other Applicable Law; and
- (c) Virtual Assets or Fiat Currency you transfer to us are free of any claims and any lien, pledge, mortgage, charge, security or proprietary interest or other encumbrance whatsoever other than any security interest conferred in favor of us.

2.3 You understand and agree that:

- (a) all monies received or held by us on your behalf is treated as received or held in the course of the conduct of a business activity; and
- (b) such monies may be applied by us to meet your obligations for settling or paying any amount that you owe us in relation to the Service provided by us, irrespective of whether or not such Service amounts to a business activity.

2.4 You understand and agree that:

- (a) only Eligible Virtual Assets are permitted for use in connection with the Service;
- (b) your Virtual Assets are held together with Eligible Virtual Assets received from and on behalf of other users;
- (c) we are under no duty to return to you the Virtual Assets originally delivered to, or otherwise held by, us, but we will return Virtual Assets of an identical type and in the same nominal amount to you;
- (d) your Virtual Assets held by the Custodian may not enjoy the same protections as those conferred on Securities under the SFO, in particular, the protection offered by the Investor Compensation Fund does not apply to Virtual Assets, irrespective of the nature of the Virtual Assets;
- (e) where your money is received or held overseas, such assets may not enjoy the same protection as that conferred on client money received or held in Hong Kong;
- (f) we will disclose to you as soon as practicable the treatment of your virtual assets and your rights and entitlements upon becoming aware of events such as, but not limited to, voting, hard forks and airdrops occur;
- (g) subject to Applicable Law, we may deposit, transfer or otherwise deal with your Virtual Assets and Fiat Currency if:
 - (i) such action is to deliver the Virtual Assets held on your behalf back to you;
 - (ii) such action is to pay the Fiat Currency held on your behalf back to you;
 - (iii) such action is for the settlement of a Virtual Asset Transaction;
 - (iv) without prejudice to clause 18 of Part 1, such action is for the settlement of fees and Costs owed by you to us in respect of the applicable Service; or
 - (v) in accordance with your Instruction or a valid Standing Authority.

- 2.5 Instruction as to the deposit and/or withdrawal of Virtual Assets and Fiat Currency will be processed between 9:00 am to 5:00 pm on each Business Day.

3. RETURN OF VIRTUAL ASSETS AND FIAT CURRENCY

3.1 We may, at our discretion, upon the passage of an applicable time period determined by us or as otherwise required by Applicable Law, FATF Guidance or our internal policy, return:

- (a) any Fiat Currencies recorded in your Account to a designated bank account in your name; and
- (b) any Virtual Assets recorded in your Account (rounded down in the manner specified and published by us on the Website and/or the App) to a designated wallet address that is compatible with the relevant Virtual Asset and under your control,

provided that the return to such bank account or wallet address is consistent with Applicable Law, FATF Guidelines and our internal policy.

3.2 If we receive any Virtual Assets that we determine are not Eligible Virtual Assets, upon our request you shall provide us with a wallet address under your control. Subject to Applicable Law, FATF Guidelines and our internal policy, we may return the Virtual Assets to the wallet address you have provided to us that is compatible for the relevant Virtual Asset and under your control.

3.3 To the extent permissible under Applicable Law, we reserve the right to deduct a fee or other administrative charge in respect of the return of any Fiat Currencies or Virtual Assets.

4. ARRANGEMENTS AND INSTRUCTIONS RELATING TO FIAT CURRENCY

4.1 You may transfer Fiat Currency from a bank account in your name, or request us to transfer Fiat Currency recorded in your Account to a bank account in your name.

4.2 You understand that any deposit or withdrawal of Fiat Currencies requires the Custodian's approval, and the Custodian reserves the right not to process any Instruction which does not comply with these Terms and Conditions.

4.3 You understand that:

- (a) Instruction as to the deposit or withdrawal of Fiat Currencies submitted after the cut-off time of 5:00 pm Hong Kong time on a Business Day shall be processed the next Business Day;
- (b) withdrawal of Fiat Currencies can only be made by bank transfer or telegraphic transfer; and
- (c) withdrawal of Fiat Currencies is subject to limits and fees (as outlined in the Fee Schedule and updated from time to time).

4.4 It is your responsibility to ensure that you provide us with the correct bank account.

4.5 You are not entitled to receive any interest on any Fiat Currency that we receive from you or hold for you.

5. ARRANGEMENTS AND INSTRUCTIONS RELATING TO VIRTUAL ASSETS

5.1 You may transfer Virtual Assets from a wallet address, or request us to transfer Virtual Assets recorded in your Account (rounded down in the manner specified and published by us on the Website and/or the App) to a wallet address that is under your control and compatible with the relevant Virtual Asset.

- 5.2 You understand that any deposit or withdrawal of Virtual Assets requires the Custodian's approval, and the Custodian reserves the right not to process any Instruction which does not comply with these Terms and Conditions.
- 5.3 You understand that:
- (a) Instruction as to the deposit or withdrawal of Virtual Assets submitted after the cut-off time of 5:00 pm Hong Kong time on a Business Day shall be processed the next Business Day; and
 - (b) withdrawal of Virtual Assets is subject to limits and fees (as outlined in the Fee Schedule and updated from time to time).
- 5.4 It is your responsibility to ensure that you provide us with the correct wallet address details, and you understand that providing incorrect wallet address details may lead to your Virtual Assets being irretrievable.
- 5.5 The speed of transfer depends on the number of confirmations required and the prevailing traffic on the DLT network.
- 6. SUSPENSION OF SERVICES**
- 6.1 We may temporarily halt or suspend Service as to the deposit or withdrawal of Fiat Currencies and/or Virtual Assets due to "downtime", defined for the purposes of this clause 6 as maintenance time including routine maintenance and scheduled maintenance. We may also halt or suspend Service due to other reasons that we, at our sole discretion, consider a temporarily halt or suspension to be necessary.
- 6.2 In addition, interruptions in Service or system outages may occur due to factors which are not objectively reasonably foreseeable by us and not within our control, including but not limited to a Force Majeure Event or Network Event.
- 6.3 We will notify you through the Agreed Communication Method:
- (a) in the case of a scheduled downtime, at least three (3) days in advance of the downtime. The notification will include details of (i) the halt or suspension start and end time; (ii) affected Virtual Assets; (iii) affected Service; and (iv) treatment of outstanding Instructions (if applicable); or
 - (b) in the case of an unscheduled outage, as soon as reasonably practicable upon our becoming aware of the occurrence of the outage. If notification cannot be sent through the Agreed Communication Method, we will endeavour to make an announcement on other channels as soon as reasonably practicable. The notification/ announcement will include details of (i) the outage start time; (ii) affected Virtual Assets; and (iii) affected Service; and
 - (c) in the case where an end time was not announced, or where there is a change to an announced end time, as soon as reasonably practicable upon resumption of Service. The notification will include details of (i) the Service resumption time; (ii) affected Virtual Assets; (iii) affected Service; and (iv) treatment of outstanding Instructions (if applicable).
- 6.4 You acknowledge and agree that we are entitled, but are under no obligation, to cancel any pending Instruction that remains unprocessed immediately before any downtime or outage period.

7. STAKING, AIRDROP AND FORK

- 7.1 Unless specifically communicated to you through the Agreed Communication Method:
- (a) in relation to a Virtual Asset of which the consensus protocol is “proof-of-stake” or an analogous nature, we do not support the staking of such Virtual Asset and do not distribute any rewards associated with such staking; and
 - (b) in relation to an Airdrop or a Fork, we do not support any new Virtual Assets created or forked as a result of such event.
- 7.2 For the avoidance of doubt, if we do not support staking, an Airdrop or a Fork, we will not make a claim for, or otherwise retain, any Virtual Assets or rights associated with such event for our own benefit.
- 7.3 We will notify you, through the Agreed Communication Method, of any staking, Airdrop or Fork that will be supported by us as soon as reasonably practicable, usually no later than thirty (30) days before any such event.
- 7.4 If we notify you that the staking of a Virtual Asset will be supported by us, we may, in our discretion, consider the terms and conditions, including the methodology of allocation of all the associated Costs, fees or rewards to all affected users, upon which we will implement the support of such an event as a part of our Service.
- 7.5 If we notify you that an Airdrop or a Fork will be supported by us, we may, in our discretion, consider:
- (a) the terms and conditions, including the methodology of allocation of all the associated Costs, fees or rewards to all affected users, upon which we will implement the support of such event as part of our Service; and
 - (b) the actions required to participate in such event, including the withdrawal deadline relating to the relevant Virtual Asset from your Account, suspension period for any trading, deposit and withdrawal or any payment terms.

8. INSURANCE WITH RESPECT TO CUSTODIAL ARRANGEMENTS

- 8.1 We and the Custodian carry at all times, and are covered by, insurance provided by insurers covering the risks associated with the Virtual Assets deposited with and held on trust by the Custodian.
- 8.2 The insurance policies taken out by us and the Custodian provide full coverage for Virtual Assets stored in Hot Wallet and substantial coverage for Virtual Assets stored in Cold Wallet. We and the Custodian will take out additional insurance policies and/or expand the coverage of the existing insurance policies if so required by Applicable Law or requested by a competent Government Authority.

PART 3 ADDITIONAL TERMS APPLICABLE TO API

1. INTRODUCTION

- 1.1 The terms and conditions in this Part 3 (the “**Additional Terms Applicable To API**”) govern your access to and use of API that we may make available to you subject to our discretion.
- 1.2 Unless otherwise specified, a reference to a clause is to a clause in this Part 3.

2. ACCESS TO AND USE OF API

- 2.1 API is only granted to users who maintain an Account with us. Certain authenticated features and functionality available through the API require an authentication key (the “**API Key**”). If you wish to access these features and functionality through the API, you must apply for an API key with us. You may only use the API in accordance with these Additional Terms Applicable To API.
- 2.2 We grant you a non-exclusive, non-transferrable personal right to use API to access the Exchange Platform and our Service. We provide the API documentation solely to facilitate your development of application programme to interface with the Exchange Platform and access our Service (the “**API Documentation**”).
- 2.3 You may only use the API Key and API Documentation for your own needs. You acknowledge that API Key is confidential information and you will not share your API Key with any third party.
- 2.4 Subject to clause 11 of Part 1 of these Terms and Conditions, you further acknowledge that you have relied and rely solely on your own investigation and judgment in requesting to use, and in using, the API. We are not responsible for any consequence or Loss arising from your choice or use of the API.
- 2.5 You understand and acknowledge that you are subject to applicable limits and controls that may prevent you from entering into an Exchange Transaction in accordance with clause 3.4 of Service-Specific Terms (Exchange Platform) in Part 2.1 of these Terms and Conditions.
- 2.6 We may impose limits and controls on the use of API, including but not limited to:
- (a) Maximum number of API Keys you may apply for;
 - (b) Maximum number of internet protocol addresses (each an “**IP Address**”) per API Key you may access from;
 - (c) Access to API is only permitted from an IP address approved by us;
 - (d) Maximum number of calls you may make to the API during any given period of time; and
 - (e) Maximum period of validity for an API Key.

It is your responsibility to review the validity period of an API Key and apply for a new API Key in time to continue with access to the API.

You acknowledge that:

- (f) such limits or controls may be imposed by us at any time, without prior notice and without giving reasons;

- (g) we may monitor your use of API against the limits or controls and that you will not block or otherwise interfere with our monitoring; and
- (h) you remain responsible for ensuring compliance, and complying with, any limits or controls imposed on you, and you shall indemnify us against any Loss as a result of your breach of any limits or controls imposed by us if such limits or controls are notified to you at the time that they are imposed.

2.7 The features and functionality available through the API will not be reflective of our full range of Service. You may use other Agreed Communication Methods for access to Service not available via the API.

2.8 We reserve the right to change the API, the API Key and API Documentation at any time and without notice. You acknowledge and understand that these changes may require you to make substantial changes to your application programme at your own cost and expense. It is your responsibility to review the API Documentation and these Additional Terms Applicable To API regularly.

2.9 Notwithstanding the foregoing, we retain the right, at our sole discretion, to revoke your access to the API, at any time, without prior notice, and for any reason, including for:

- (a) violation of these Additional Terms Applicable To API; or
- (b) your use of the API contrary to the API Documentation.

3. SUSPENSION OF API

3.1 We may temporarily halt or suspend access to API due to “downtime”, defined for the purposes of this clause 3 as maintenance time including routine maintenance and scheduled maintenance. We may also halt or suspend access to API due to other reasons that we, at our sole discretion, consider a temporarily halt or suspension to be necessary.

3.2 In addition, interruptions in access to API or system outages may occur due to factors which are not objectively reasonably foreseeable by us and not within our control, including but not limited to a Force Majeure Event.

3.3 We will notify you through the Agreed Communication Method:

- (a) in the case of a scheduled downtime, at least three (3) days in advance of the downtime. The notification will include details of (i) the halt or suspension start and end time; (ii) affected Virtual Assets; (iii) affected Service; and (iv) treatment of outstanding orders on the Exchange Platform and other Instructions (if applicable); or
- (b) in the case of an unscheduled outage, as soon as reasonably practicable upon our becoming aware of the occurrence of the outage. If notification cannot be sent through the Agreed Communication Method, we will endeavour to make an announcement on other channels as soon as reasonably practicable. The notification/ announcement will include details of (i) the outage start time; (ii) affected Virtual Assets; and (iii) affected Service; and
- (c) in the case where an end time was not announced, or where there is a change to an announced end time, as soon as reasonably practicable upon reopening of access to API and resumption of Service. The notification will include details of (i) the Service resumption time; (ii) affected Virtual Assets; (iii) affected Service; and (iv) treatment of outstanding orders on the Exchange Platform and other Instructions (if applicable).

- 3.4 You acknowledge and agree that we are entitled, but are under no obligation, to cancel any order on the Exchange Platform that remains unfilled (including any unfilled portion of a partially filled order); Exchange Transaction that remains unsettled; or Instruction that remains unprocessed immediately before any downtime or outage period.

4. RESTRICTIONS ON USE OF API

- 4.1 You will not use or access the API in any way not expressly permitted under these Additional Terms Applicable To API or the API Documentation. Without limiting the generality of the foregoing, you will not:

- (a) develop any application programme that:
 - (i) is fraudulent or misleading;
 - (ii) infringes on any third party's intellectual property rights or rights of publicity or privacy;
 - (iii) is defamatory, trade libellous, threatening, or harassing;
 - (iv) contains any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data;
 - (v) replicates or attempts to replace the essential user experience of the Service or any of our other products or services; or
 - (vi) otherwise violates any Applicable Law;
- (b) modify, decompile, reverse engineer, or otherwise alter the API;
- (c) use the API in any manner that may threaten the security or functionality of the API or our Service;
- (d) use the API to circumvent the intended features, functionality or limitations of the Service; or
- (e) perform any vulnerability, penetration or similar testing on the API.

5. GENERAL DATA

- 5.1 You grant to us an irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, transferable and sublicensable licence during the term of use of the API to access, collect, store and use any data, information, records and files that you load, transmit to or enter into the API ("**Transmitted Data**") or that we collect from your usage of the API, to:
- (a) develop, enhance and make available the API and the Service; and
 - (b) to produce data, information or other materials that are not identified as relating to you or any particular individual or company (such data, information and materials, the "**Aggregated Statistical Information**").
- 5.2 You represent and warrant, and covenant with us, that all Transmitted Data will only contain data and information respect of which you have obtained all applicable third-party consents and permissions and otherwise have all authority, in each case as required by Applicable Law, to enable us to make available the API and exercise our rights under these Additional Terms Applicable To API.

- 5.3 The API may allow you to collect information or data available on or through the Service, including data or information from or about other users of the Service and that collected by us or made available by third parties (collectively, the “**HKbitEX Data**”). You may only use such HKbitEX Data in accordance with these Terms and Conditions Applicable to API, for your own purposes or within your application programme and will not disclose, sell or transfer any HKbitEX Data. Accordingly, you will exercise reasonable safeguards to protect HKbitEX Data from unauthorized access or use.
- 5.4 You may not use any HKbitEX Data that contains any information that relates to an identified or identifiable individuals (such information, “**Personal Information**”) and will promptly delete such Personal Information in your possession or control upon becoming aware of such Personal Information.
- 5.5 You will immediately delete any and all HKbitEX Data:
- (a) upon our request or the request of any individual or company in respect of which such HKbitEX Data relates;
 - (b) when your access to the API is revoked;
 - (c) when you deactivate your application programme or otherwise remove its integration from the API; or
 - (d) when it is no longer reasonably required by you or your application programme.

6. OWNERSHIP

- 6.1 All rights (including intellectual property rights), title and interest in and to the API, the API Documentation, Aggregated Statistical Information, HKbitEX Data and all other materials provided by us hereunder, and any update, adaptation, translation, customization or derivative work thereof, will remain with us (or our third-party suppliers, if applicable). The API, API Documentation, Aggregated Statistical Information, HKbitEX Data and all materials provided by us hereunder are licensed and not “sold” to you. All rights not expressly granted to you in these Additional Terms Applicable To API are reserved.

7. COMMUNICATIONS NOT CONFIDENTIAL

- 7.1 Your use of the API requires the transmission of data and information over the internet and public networks. Accordingly, we do not, and cannot, guarantee the confidentiality, security or reliability of any communications made by you or your application programme through the API.

8. INDEMNITIES

- 8.1 Without prejudice to the generality of clause 24.1 of Part 1 of these Terms and Conditions, you agree to indemnify and keep indemnified, us and our directors, officers, employees, service providers, agents and affiliates (each, an “**indemnified party**”) against, and must pay the indemnified party on demand for, any reasonable costs, expenses, Loss and all other liabilities whatsoever which we may incur or the indemnified party may incur in connection with your application programme, and/or your use of API.

PART 4 RISK DISCLOSURE STATEMENT

The use of our Service and trading in Virtual Assets involves risks. We set out below a non-exhaustive list of risks which could result in the loss, failure or destruction of your Virtual Assets or other Losses. These factors are contingencies that may or may not occur, and we are not in a position to express a view on the likelihood of any such contingency occurring. Additional risks and uncertainties not set out below, or not expressed or implied below, could also harm your Virtual Assets, your business and your financial condition.

You should consider carefully the risks set out below before using our Service and trading in Virtual Assets. We recommend that you seek independent professional advice before using our Service or trading in Virtual Assets.

1. TRADING RISKS

1.1 Nature of Virtual Assets

- (a) Virtual Assets are not legal tender and are not backed by any Government Authority. Virtual Assets may or may not be considered as “property” under the laws of Hong Kong. Such legal uncertainty may affect the nature and enforceability of your interest in Virtual Assets.
- (b) Virtual Assets may not be backed by physical assets and may not have an intrinsic value.
- (c) Virtual Assets may or may not be Securities. Some Virtual Assets may not circulate freely or widely, and may not be listed on any secondary markets.

1.2 Risk of Virtual Assets trading

- (a) Virtual Assets are highly risky and you should exercise caution in relation to Virtual Assets.
- (b) The prices of Virtual Assets may fluctuate, sometimes dramatically. The price of a Virtual Asset may move up or down, or may become valueless.
- (c) The volatility and unpredictability of Virtual Assets may result in significant losses over a short period of time.
- (d) Transactions involving Virtual Assets are irrevocable. Once a transaction has been verified and recorded on a blockchain, losses due to fraudulent or accidental transactions will not be recoverable.
- (e) Some Virtual Asset Transactions may be deemed to be executed only when recorded and confirmed by the Company, which may not necessarily be the time at which you initiate the transaction or not executed at all.
- (f) Virtual Assets are relatively untested products and there is considerable uncertainty about their long-term viability which could be affected by a variety of factors including, amongst others, discovery of wrongful conduct, market manipulation, change to the nature or properties of the Virtual Asset, legislative and regulatory changes or other factors.

1.3 Virtual Assets may be complex products

Virtual Assets may be complex products by virtue that the terms, features and/or risk are not understood due to the complex structure, novelty and reliance on technological features.

1.4 Market, liquidity and conversion risk

The value of Virtual Assets may be derived from the continued willingness of market participants to exchange Fiat Currency for the Virtual Assets which may result in the potential for permanent and total loss of value of the Virtual Assets should the market for them disappear. There is no assurance that a person who accepts a Virtual Asset as payment will continue to do so in the future.

There is a possibility that you may not be able to sell or convert your Virtual Assets immediately or, in instances where conversion is possible, this may be at a loss. Such liquidity risk may be caused by the absence of buyers, limited buy/sell activity or underdeveloped secondary markets.

1.5 Certain events may impact Virtual Asset Transactions

There may be circumstances in which you may not be able to liquidate a position in the Virtual Assets. For example, Network Events, Airdrops or Forks may impact your ability to conduct a Virtual Asset Transaction. Information in respect of such events may be difficult to ascertain ahead of time.

1.6 Foreign exchange and foreign exchange control risk

- (a) Where a Virtual Asset Transaction is denominated in a particular Fiat Currency other than your primary reference asset, there is a risk that if the exchange market moves against you, then prior to, or upon the closing of the position, the net proceeds may be significantly less than the initial amount in your primary reference asset, and any income or gains may be entirely negated.
- (b) You may suffer Loss as a result of depreciation of the value of the Fiat Currency paid as a result of foreign exchange controls. Repayment or payment of amounts due to you may be delayed or prevented by exchange controls or other actions imposed by Government Authority over the Fiat Currency which they control or regulate.

1.7. Fees and other charges

All Virtual Asset Transactions executed in pursuance of your Instructions are subject to a transaction fee and any other fees, charges, commissions, and Costs that the Company from time to time may impose. Before you begin to trade on our platform, you should obtain a clear explanation of all fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your Loss.

1.8 No right under statutory protection schemes

- (a) Virtual Asset Transactions are not covered by the protection offered by the Investor Compensation Fund established under the SFO (irrespective of the nature of the Virtual Assets).
- (b) Virtual Assets may not enjoy the same protection as that conferred on Securities under the SFO, the Securities and Futures (Client Securities) Rules (Cap. 571H) and the Securities and Futures (Client Money) Rules (Cap. 571I).
- (c) Without limiting clause 7.5 of Part 1, any Virtual Assets or Fiat Currency held in an Account are not protected deposits, and are not protected by the Deposit Protection Scheme in Hong Kong.

1.9 Risks of your assets received or held outside Hong Kong

Virtual Assets and Fiat Currencies received or held by the Company and/or the Custodian outside Hong Kong are subject to the Applicable Laws and regulations of the relevant overseas jurisdiction which may be different from the SFO and the rules made thereunder. Consequently, such assets may not enjoy the same protection as that conferred on other assets received or held in Hong Kong.

2. SPECIFIC OTC TRADING RISKS

2.1 OTC Transactions

OTC Transactions may involve increased risks since it may be difficult to liquidate an existing position, determine a fair price or assess exposure to risk.

2.2 Counterparty risk

You are subject to our counterparty risk under an OTC Transaction. You should cautiously consider whether it would be in your best interest to enter into OTC transactions with us and seek independent professional advice if in doubt.

3. VIRTUAL ASSET ISSUER RISKS

3.1 Offering documents or product information

The offering documents or product information provided by the issuer of a Virtual Asset have not been subject to scrutiny by any Government Authority, unless expressly stated otherwise. You should exercise caution in respect of any issuance or offer of such Virtual Assets.

For any Virtual Assets that have been authorised by a regulator, authorisation does not imply any official recommendation or endorsement of the asset by the regulator, nor does it guarantee the commercial merits of the asset or its performance.

4. CYBERSECURITY AND TECHNOLOGY-RELATED RISKS

4.1 Distributed ledger technology

DLT used in Virtual Assets is a relatively new, untested and evolving technology. Such experimental technology poses risks including (but not limited to) technical flaws in technology and development, instability in future viability, decreased community or miner support, mining attacks, majority-mining and/or targeting by malicious persons.

4.2 Disruption to Services as a result of reliance on the internet and other technologies

The nature of Virtual Assets means that any technological difficulties experienced by the Company may prevent you from accessing your Virtual Assets.

Virtual Asset Transactions rely heavily on the internet and other technologies. Any significant disruption in our information technology systems, or any of the DLT networks we support, could adversely impact on your ability to use our Services.

Our systems, that of our third-party service providers and partners, and certain Virtual Asset and DLT networks may experience service interruptions or degradation because of reasons such as hardware and software defects or malfunctions, distributed denial-of-service and other cyberattacks, insider threats or other events. In addition, extraordinary trading volumes or site usage could cause our computer systems to operate at a slow speed or even fail. If any of our systems, or those of our third-party service providers, are disrupted for any reason, our Services may fail resulting in, amongst others, unanticipated disruptions, slower response times, delays and failures in the execution of your Virtual Asset Transaction.

In addition, the public nature of the internet means that parts of the internet or the entire internet may be unreliable or unavailable at any given time. No authentication, verification or computer security technology is completely secure or safe. The internet or other electronic media are an inherently unreliable form of communication, and such unreliability may be beyond our control. Any information transmitted, or communication or transaction made, over the internet or through other electronic media may be subject to security breaches. In case security is compromised, the information transmitted, communication or transaction may be exposed and result in reputational, monetary and other harm. Reliance on the internet also means that the information transmitted, communication and transaction may be vulnerable to interruption, transmission blackout, delayed transmission due to data volume, internet traffic, market volatility or incorrect data transmission or stoppage of price data feed.

4.3 Cyberattacks and fraudulent activity

The nature of Virtual Asset Transactions and our Services means that they may be the target of malicious cyberattacks and exposes them to an increased risk of fraud and cyberattacks.

These risks include (but not limited to) distributed denial of service, sybil attacks, phishing, social engineering, hacking, smurfing, malware, double spending, majority-mining, misinformation campaigns and spoofing.

Although we have developed systems and processes designed to protect the data we manage, prevent data loss and other security breaches, there can be no assurance that these security measures will provide absolute security or prevent breaches or attacks. Any fraudulent activity, cyberattack or technological difficulty may affect have an adverse impact on your Virtual Assets or information relating to you.

4.4 Forks and attacks

Virtual Assets may be subject to Forks or attacks on the security, integrity or operation of the networks including Network Events. Such events may affect the features, functions, operation, use or other properties of any Virtual Asset, network or platform.

Virtual Assets may also be vulnerable to exploitation of vulnerabilities in smart contracts and other code, as well as to human error.

The events may severely impact the price or value, function and/or the name of any Virtual Assets, or even result in the shutdown of the network or platform associated with the Virtual Asset.

4.5 Concentration risk

At any point in time, one or more persons may directly or indirectly control significant portions of the total supply of any particular Virtual Asset. Acting individually or in concert, these holders may have significant influence, and may be able to influence or cause Forks or Network Events which may have a detrimental effect on price, value or functionality of the Virtual Assets. Network Participants may make decisions that are not in your best interest as a holder of Virtual Assets.

4.6 Fraudulent transactions in Virtual Assets are not recoverable

Malicious entities may target you in an attempt to steal or to claim any asset you may hold. This may involve unauthorized access to your Account or any Account-related details, as well as unauthorized access to your computer or other devices that you may use.

You alone are responsible for protecting yourself against such actions. Transactions involving Virtual Assets are irrevocable. Lost or stolen Virtual Assets generally will not be retrievable.

4.7 Loss of private key is permanent and irreversible

You alone are responsible for securing your private key in respect of any address with respect to Virtual Assets not received nor held by us and/or the Custodian in an Account.

Losing control of your private key will permanently and irreversibly deny you access to your Virtual Assets. Neither we nor any other person will be able to retrieve or protect your Virtual Assets not held by us and/or the Custodian in an Account. Once lost, you will not be able to transfer your Virtual Asset to any other address or wallet. You will not be able to realize any value or utility that the Virtual Asset may hold now or in future.

4.8 Cryptographic advancements

Developments in cryptographic technologies and techniques pose security risks to all cryptography-based systems including the Virtual Assets, your Account, our Services and any of the Agreed Communication Methods. Applying these technologies and techniques may result in theft, loss, disappearance, destruction, devaluation or other compromises of the Virtual Assets, the Account, the Services, any of the Agreed Communication Methods or your data (as applicable).

5. TAX RISKS

The tax treatment of Virtual Asset Transactions is uncertain and may be subject to the tax laws and regulations in the relevant jurisdiction. As the tax treatment of Virtual Assets is relatively new and untested, you should seek independent professional advice in case of uncertainty.

6. REGULATORY RISKS

6.1 Regulatory risks in respect of Virtual Asset Transactions

Residents, Tax residents or persons having a relevant connection with certain jurisdictions may be excluded from carrying out Virtual Asset Transactions. Changes in the Applicable Law may adversely affect the use, transfer, exchange and value of Virtual Assets or result in you violating any legal or regulatory requirements of your applicable jurisdiction.

You are responsible for ensuring that any Virtual Asset Transaction is, and remains, lawful in case of changes to the Applicable Law.

6.2 Regulatory risks in respect of DLT

The regulatory regimes that govern DLT and Virtual Assets are uncertain and new regulations or policies may materially affect the development and value of the Virtual Assets. Regulations are also likely to evolve rapidly depending on the interest of Government Authorities and the rigor of regulations varies significantly among jurisdictions. The effect of regulatory and legal risk is that any Virtual Asset may decrease in value or lose all of its value due to legal or regulatory change.

7. CONFLICTS OF INTEREST

We may be acting as agents for you as well as principals against you. We may facilitate the initial distribution of Virtual Assets, secondary market trading, or both, in manners similar to a traditional exchange, alternative trading system or securities broker. If these operations are not under the purview of any Government Authority, it would be difficult to detect, monitor and manage conflicts of interest.