

General Terms of Use – MAX-Wallet

These terms of use (“Terms”) constitute a legally binding agreement between you (“User” or “Users”) and Maxonrow Ltd (Company No. 1989278) which is having its registered address at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“Company”).

The Company being an IT software service provider is committed to the implementation and the compliance of the Anti-Money Laundering / Counter Financing for Terrorism requirements, as and when required.

By downloading and using the Company mobile application (“App”) and by registering for and opening a Company account, you unconditionally accept these Terms and you agree to be bound by and to act in accordance with them.

You accept and agree that you are solely responsible for compliance with all laws, rules, regulations and the requirements of any jurisdiction in which you live or that may be applicable to you.

Note:

The English version shall always prevail in case of any discrepancy or inconsistency between the English version and its Chinese translation.

A. LEGAL DECLARATION

1. The purpose of the App is to provide a cryptocurrency hardware wallet (“MAX-Wallet”) for the majority of blockchain asset lovers and investors without violating the laws and regulations (“Services”).
2. Using the MAX-Wallet to conduct money laundering, smuggling, commercial bribery and all other illegal trading activities are strictly prohibited. If such an event is found, the Company will freeze the relevant wallets and will immediately report such events to the Relevant Authorities (as hereinafter defined).
3. When Relevant Authorities provide appropriate documents and require investigation to the designated User, close, freeze or transfer the User’s MAX-Wallet, the Company will be in accordance with the requirements of the Relevant Authorities to help with appropriate User data, or carry out the corresponding operation. The App does not assume any responsibility to User privacy disclosure, any loss caused by the reasons above. For the purpose of these Terms, “Relevant Authorities” shall include any supra-governmental, governmental, state or other authority and shall exclude private non-governmental authorities such as private law firms.
4. If the User of the App violates the provisions of these Terms and violates the laws, as the provider of the service, the App is obliged to improve the rules and services. However, the App does not have motives and facts to violate the law, and do not assume any joint responsibility for the User’s conduct.
5. Logging in the App and using the service in any situation are deemed to be voluntary in accepting the limitations of the App.

B. TERMS OF USE

1. THESE TERMS MAY BE MODIFIED

- 1.1. After you download the App and start to create, recover Identity (which is defined as below) or import wallet, you are deemed as having read and accepted these Terms, which shall cause these Terms to become effective and legally binding on both you and Company immediately.
- 1.2. Company may modify these Terms by providing notice of such changes, such as by sending you an email, providing notice through the Services, updating the “Last Revised” date at the top

of these Terms, or by any other means as may be determined by Company. For the avoidance of doubt, using a particular form of notice in some instances does not oblige us to use the same form in other instances. Any changes or modifications will be effective immediately upon Company providing the notice of such changes. These changes will apply at that instant to all then current and subsequent uses of the App. You waive any right you may have to receive specific notice of such changes or modifications. By clicking on an "Accept" button or checkbox presented with the modified Terms, or by continuing to access the App or use of the Services (including the services listed on the App), you confirm your agreement to the modified Terms. If you do not agree to any modification to these Terms, you must stop using the App and the Services. Company encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services. If you have any question regarding the use of the App or Services, please contact our Support Team by filing a support request through the Company Support Centre.

2. ELIGIBILITY

2.1. General Requirements

The Services are intended solely for Users who are eighteen (18) years old or older and who satisfy the criteria described in these Terms. You represent and warrant that you: (a) are of legal age to form a binding contract (at least eighteen (18) years old); (b) have not previously been suspended or removed from using our Services; (c) are not identified or placed by the appropriate government authority or regulatory agency or any accepted International Agency recognised by or binding on Company in their denied watchlist; and (d) have full power and authority to agree to these Terms.

3. GENERAL DEFINITION

- 3.1. Identity: means the blockchain identity generated from a pair of your Public Key and Private Key.
- 3.2. DEX: Decentralised exchange.
- 3.3. IEX: Investors Exchange.
- 3.4. Beginner's Guide: means the operation guide provided by the Company before you start to use MAX-Wallet (and during your future use of MAX-Wallet). This Beginner's Guide would help you understand the basic knowledge about blockchain.
- 3.5. Create or import wallet: means your use of the App to create or import wallet after your acceptance of these Terms.
- 3.6. Wallet Password: means the password determined by you when you create the wallet. The Wallet Password will be used to encrypt and protect your Private Key. If you lose or forget your Wallet Password, you will have to reset the Wallet Password with your Private Key or Mnemonic Words.
- 3.7. Alert: means the messages displayed on the App's operation interface which provides suggestions for Users on subsequent operations.
- 3.8. Specific Users: means Users who should cooperate with Company and disclose Personal Information in order to comply with the laws, regulations and policies.
- 3.9. Developer Users: means Users who use services provided to Developers, such as Open Source Code and Developer mode etc., in accordance with notices of the Company and relevant Open Source License.
- 3.10. Private Key: consists of 256 random bits. Private Key is the core for the User to hold and use the Tokens.

- 3.11. Public Key: is derived from the Private Key based on cryptography and is used to generate wallet addresses. A wallet address is a public address for receipt of Tokens.
- 3.12. Mnemonic Words: consists of 12 (or 15/18/21/24) words which are randomly generated, and it is based on BIP39, the industry standard of blockchain. It is a human readable format of words to back up your Private Key for recovery.
- 3.13. Keystore: means Private Key or Mnemonic Words in the format of a file which is encrypted and protected by the User's Wallet Password. Keystore is stored only in your mobile device and will not be synchronized to the Company' servers.
- 3.14. Tokens: means the tokens which are supported by Maxonrow only.
- 3.15. Materials: means contents in the columns of "Browse", "Market" etc. on the App. The Materials are third parties' proprietary properties. User shall not reproduce or distribute the materials without their permission and authorisation. Foregoing Materials are solely for your reference and shall not be considered as guidance or advice on your transactions provided by Company.
- 3.16. Personal Information: means information recorded in electronic or any other form which may identify a natural person when used alone or in combination with other information, including but not limited to name, date of birth, identification card number, personal biological identification information, address, telephone number, bank card number, e-mail address, wallet address, mobile device information, operation record, transaction record, but excluding Wallet Password, Private Key, Mnemonic Words and Keystore.
- 3.17. Open Source Code ("OSC"): means the partial software code that Company has publicized and made open-source. Users may use (include further development) such open source software code in accordance with relevant Open Source License and notices of the Company.
- 3.18. Open Source License: means the third-party-developed open source license that shall be abided by Developer Users when using OSC.
- 3.19. Third-Party Service: means the products and services provided by the third parties.

4. SERVICES

4.1. Create or Recover Identity

User may use the "Create Identity", "Recover Identity" button to create or recover Identity and manage multi-blockchain wallets under one Identity.

4.2. Import Wallet

User may use the App to create a new wallet or import wallets generated by other wallet application. You may only import wallets with Tokens which are supported by the Company.

4.3. Transfer and Receive Tokens

User may manage the digital Tokens by using the transfer and receipt functionalities.

4.4. Manage Tokens

You may use the App to add, manage or delete the Tokens supported by Maxonrow.

4.5. Instant Exchange (IEX)

Users may achieve peer-to-peer exchange of digital Tokens.

4.6. Integrate Crypto Currency Hardware Wallet

Users may match MAX-Wallet of appropriate version with certain crypto currency hardware wallet and use the crypto currency hardware wallet to confirm the transactions operated through the App.

4.7. Payment without Password

Users may use the function of Payment without Password of MAX-Wallet. The Payment without Password function stores Users' Wallet Password in the Keychain/Keystore of Users' mobile devices via secure encryption algorithm. Users' biological identification (Touch ID or Face ID) and authentication are called when conducting transactions, in order to quickly complete payment and signature.

4.8. Transaction Records

The Company will copy all or part of your transaction records from the blockchain system. However, Users shall refer to the blockchain system for the latest transaction records.

4.9. Suspension of Service

You understand that Company is not able to reverse or cancel the transaction because transactions based on blockchain technologies are irrevocable. However, under certain circumstances, we may suspend or limit the function of MAX-Wallet used by a particular User.

5. DISCLOSURE OF RISKS AND THE IRREVOCABLE RELEASE OF COMPANY

5.1. Users acknowledge and accept that the Company shall not have any responsibility to:

- (a) store Users' Wallet Password (the password Users set when creating or importing wallets), Private Key, Mnemonic Words or Keystore;
- (b) recover Users' Wallet Password, Private Key, Mnemonic Words or Keystore;
- (c) freeze the wallet;
- (d) report the loss of wallet;
- (e) recover the wallet; or
- (f) rollback transactions.

5.2. User shall bear sole responsibility to take care of your mobile devices, back up the App, and back up the Wallet Password, Mnemonic Words, Private Key and Keystore. In any event that if your mobile device is lost, your App or your wallet is deleted and not backed up, your wallet is stolen or you forget your Wallet Password, Private Key, Mnemonic Words or Keystore, the Company will not be able to recover the wallet or recover Wallet Password, Private Key, Mnemonic Words or Keystore. The Company may not be able to cancel transactions for the mishandling of Users (such as typing in wrong addresses for transactions, wrong amounts to be exchanged) and the Company shall not be responsible in any way in respect of the same.

5.3. When you use the function of Payment without Password of MAX-Wallet, please properly back up the Wallet Password. After multiple failed attempts to verify your Touch ID or Face ID, you will need to input your Wallet Password. If you forget Wallet Password, you need to import Mnemonic Words/Private Key and set a new Wallet Password. Company does not store your

biological information such as your Touch ID or Face ID information, and the Company shall not be responsible in any way in respect of the same.

- 5.4. MAX-Wallet does not support all existing tokens. Do not use it to handle any non-supported tokens.
- 5.5. The crypto currency hardware wallet integrated on MAX-Wallet is provided by third party and the Company does not provide any guarantee for functions or service qualities of the third-party-developed crypto currency hardware wallet, and MAX-Wallet does not guarantee that MAX-Wallet can be matched with any kind and version of crypto currency hardware wallet. Before using third-party-developed crypto currency hardware wallet, Users shall, at their sole discretion, decide and assess the risks of such crypto currency hardware wallet. Users shall carefully read and agree with terms of use etc of such crypto currency hardware wallet updated from time to time.

6. USERS RIGHTS AND OBLIGATIONS

6.1. Create or Import Wallet

Users are entitled to use MAX-Wallet on your mobile device to create and/or import wallet, set Wallet Password and use your wallet on MAX-Wallet to transfer and receive Tokens on blockchain.

6.2. Identity Verification

As part of our Know Your Customer (“KYC”) processes and controls, as well as Company’s risk determination, Company may, in its discretion, require identity verification and other screening procedures with respect to you or transactions associated with your MAX-Wallet. You accept that Company may be required to perform enhanced due diligence or to deny your registration for the Services as the case may be depending on your country of citizenship or residency. You may be required to provide Company with certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, tax identification number, government identification number, photograph of your government-issued ID or other photographic proof of your identity, and information regarding your bank account. You hereby authorise Company, directly or through a third party, to make any inquiries Company considers necessary to verify your identity and/or protect against fraud, including but not limited to: (a) query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth); (b) query account information associated with your linked bank account (e.g., name or account balance); and (c) take action Company reasonably deems necessary based on the results of such inquiries and reports. You further authorise any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests. You hereby authorise these third parties to retain your personal details in their database. Company will have no liability or responsibility for any permanent or temporary inability to access or use any Services, as a result of any identity verification or other screening procedures. Company may at any time restrict or suspend your account or your access to the Services in our sole discretion in order to carry out enhanced due diligence, and may terminate your account if you have provided (or even if we suspect that you have provided) false information or where you have refused to provide information for identity verification or enhanced due diligence. You further accept that Company may be required to retain certain information and documentation.

- 6.3. Company may develop different versions of MAX-Wallet for different terminal devices. You shall download and install applicable version. If you download and install MAX-Wallet or other application with the same name as “MAX-Wallet” from any unauthorised third party, Company cannot guarantee the normal operation or security of such application. Any loss caused by using such application shall be borne solely by you. Users shall download and use the latest version.

6.4. Use Of MAX-Wallet

- (a) User shall bear sole responsibility to take care of your mobile devices, Wallet Password, Private Key, Mnemonic Words and Keystore. Company does not store or hold the above information for Users. You shall be solely responsible for any risks, liabilities, losses and expenses which result from frauds, you lost your mobile device or crypto currency hardware wallet, disclosing (whether actively or passively) or forgetting Wallet Password, Private Key, Mnemonic Words or Keystore, or your wallet being attacked.
- (b) **You understand that MAX-Wallet undertakes no responsibility to conduct due diligence on the Third-Party Service. You shall assess carefully and assume all risks in connection with the use of MAX-Wallet.**

6.5. Provision of Information and Documents

To the extent that the Company determines, in its sole discretion, that it is necessary to obtain certain information about User in order to comply with any applicable law or regulation in connection with the use or operation of MAX-Wallet, User shall provide Company with such information promptly upon such request, and acknowledges and accepts that Company may restrict, suspend or terminate your use of MAX-Wallet until such requested information has been provided to the satisfaction of Company. User undertakes to notify Company of any change in the documents and information provided by User to Company pursuant to these Terms and in the absence of any notification in writing notifying of any change, Company is entitled to assume that the documents and information provided by User remain true, correct, not misleading and unchanged.

6.6. Transfer of Tokens

- (a) You understand that blockchain operations are “irrevocable”. When you use MAX-Wallet to transfer Tokens, you shall be solely responsible for the consequences of your mishandling of the transfer (including but not limited to wrong address, problems of the node servers selected by you).
- (b) You understand that you may be subject to daily limits on the amount and times of transfers according to your location, regulatory requirements, transferring purposes, risk control by MAX-Wallet, or identification verification.
- (c) You understand that the following reasons may result in a “transfer failed” or “mining overtime” prompt:
 - insufficient balance in wallet;
 - insufficient gas for transaction;
 - blockchain’s failure to execute the code of smart contracts or Application Logic;
 - the transfer amount exceeding the transfer limits imposed by authorities, MAX-Wallet or laws or regulations;
 - technical failure of the network or equipment;
 - abandoned transactions result from blockchain network congestion or failure; or
 - the wallet address of yours or your counterparty’s is identified as special addresses, such as high-risk address.

Gas refers to the pricing value required to successfully conduct a transaction or execute a contract on the blockchain platform.

- (d) You understand that MAX-Wallet is only a tool for transfer of Tokens. Company shall be deemed to have fulfilled its obligations once you have completed the transfer and shall not be held liable for any dispute in relation thereto.

6.7. IEX and DEX

You understand that the limits of amounts that Users may exchange via IEX or DEX per day are subject to limitations of the third-party-developed Smart Contracts or Application Logic. Company may also set limitations and adjust from time to time the limit of amounts that Users can exchange via IEX or DEX per day.

7. FEES AND FEES RULES

- 7.1. The Fees are accessible at the App.
- 7.2. You agree to pay Company the Fees described in the fee schedule (“Fees Rules”), as periodically updated by Company at our discretion. The updated Fees Rules will apply prospectively to any transactions that take place following the effective date of such updated Fees Rules.
- 7.3. As the Fees may change, you are advised to regularly consult the Fees Rules on the Site.

8. RISKS

- 8.1. You understand and acknowledge that the blockchain technology is a field of innovation where the laws and regulations are not fully established. You may be faced with material risks including instability of technology or failure for fiat-token exchange. You also understand that Tokens have much higher volatility comparing to other financial assets. You shall hold or dispose of the Tokens in a reasonable way and corresponding to your financial status and risk preferences. You also acknowledge that the market information is captured from exchanges by MAX-Wallet and may not represent the latest or the best quotation of each Token.
- 8.2. If your counterparty fails to comply with these Terms or fails to follow the instructions, tips or rules on the website or on the page of the transaction or payment, the Company does not guarantee successful transfer of the Tokens and the Company shall not be held liable for any of the consequences of such failure. If you or your counterparty has already received the payment in MAX-Wallet or third-party-developed wallet, you understand that transactions on blockchain are irreversible and irrevocable. You and your counterparty shall assume the liabilities and consequences of your transactions.
- 8.3. You understand and acknowledge that IEX and DEX transactions are commenced, conducted and concluded on third-party-developed Smart Contracts or Application Logic. MAX-Wallet is only an interface tool for Users to interact with the third-party-developed Smart Contracts or Application Logic and displays relevant results of such completed transactions.
- 8.4. When you use Third-Party Service through MAX-Wallet, Company strongly suggest you read the terms of use, privacy policy, and other relevant documents and information of such Third-Party Service carefully, get familiar with the counterparty and the product information and evaluate the risks before you make transactions on such third parties. You understand that such transactions and corresponding contractual relationship are between you and your counterparty, instead of the Company. The Company shall not be held liable for any risks, responsibilities, losses or expenses occurred due to such transactions.
- 8.5. When you transfer your tokens directly to another wallet address, it is your sole responsibility to make sure that your counterparty is a person with full capacity for civil acts and decide whether you shall transact with him/her.
- 8.6. You shall check the official blockchain system or other blockchain tools when you receive an Alert such as “transaction failed” or “mining overtime” in order to avoid repetitive transfer. If you fail to follow this instruction, you shall bear the losses and expenses occurred due to such repetitive transfer.
- 8.7. You understand that after you create or import wallet on MAX-Wallet, your Keystore, Private Key and Mnemonic Words are only stored on your mobile device and will not be stored in MAX-Wallet or on the servers of Company. You may change another mobile device to use MAX-Wallet after you follow the instructions on MAX-Wallet to back up your wallet. If you lose your

mobile device before you could write down or backup your Wallet Password, Private Key, Mnemonic Words or Keystore, you may lose your Tokens and Company will not be able to recover them. If your Wallet Password, Private Key, Mnemonic Words or Keystore is disclosed or the device which stores or holds your Wallet Password, Private Key, Mnemonic Words or Keystore is hacked or attacked, you may lose your Tokens and Company will not be able to recover them. Any and all losses arising in connection with the foregoing shall be borne solely by you.

- 8.8. When you choose and purchase crypto currency hardware wallet, we suggest that you should:
- (a) confirm whether your purchased crypto currency hardware wallet matches the MAX-Wallet version; and
 - (b) choose and purchase a brand-new crypto currency hardware wallet from official channels.
- 8.9. Please be alert to frauds when you use MAX-Wallet. If you find any suspicious activity, we encourage you to inform us immediately.

9. **CHANGE, SUSPENSION, TERMINATION OF THE SERVICES**

- 9.1. You acknowledge and accept that Company may, at its sole discretion, provide only a part of the Services for the time being, suspend certain Services or provide new Services in the future. When we change our Services, your continuous use of MAX-Wallet is deemed as your acceptance of this Agreement and revisions of these Terms. Company may, at its discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of any Services.
- 9.2. In order to avoid (to the extent possible) any mishandling of MAX-Wallet or any risk to the security of your Tokens, you shall not use MAX-Wallet if you do not possess the basic knowledge of blockchain. For Users who do not possess basic knowledge of blockchain, Company may refuse to provide all or part of the Services on MAX-Wallet to such Users.
- 9.3. You understand that Company may suspend the Services under the following circumstances (or may completely terminate the Services in connection with any of the following circumstances):
- (a) maintenance, upgrading, failure of equipment and blockchain system and the interruption of communications etc., which lead to the suspension of the operation of MAX-Wallet;
 - (b) force majeure events including but not limited to typhoon, earthquake, tsunami, flood, power outage, war, or terrorist attacks, or computer viruses, trojan horse, hacker attacks, system instability or government behaviours and other reasons, which result in the Company's inability to provide Services or if in Company's reasonable opinion, continuous provision of Services would result in significant risks;
 - (c) material adverse change of applicable laws or policies; or
 - (d) any other event(s) which Company cannot control or reasonably predict.

9.4. Suspension or Termination of Services

Company may, at its discretion and without liability to you, with or without prior notice and at any time, temporarily suspend or permanently terminate your access to all or a portion of any Services.

Additionally, the Company may in appropriate circumstances and at our discretion, suspend or terminate Accounts for any reason, including without limitation:

- (a) attempts to gain unauthorised access to the App or another User's account or providing assistance to others' attempting to do so;
- (b) overcoming software security features limiting use of or protecting any content;
- (c) usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities;
- (d) violations of these Terms;
- (e) failure to pay or fraudulent payment;
- (f) upon suspicion of fraudulent activities or law violations, notification from one (1) of the other users about the trade;
- (g) unexpected operational difficulties;
- (h) upon the request of law enforcement or other government agencies, if deemed to be legitimate and compelling by the Company, acting in its sole discretion;
- (i) use any tools or software to conceal identities or having abnormal or unclear activities; and or
- (j) share personal contact for other traders in trade messages.

9.5. You are entitled to export your wallets within a reasonable amount of time if Company changes, suspends or terminates its Services.

10. INDEMNIFICATION

You will defend, indemnify, and hold harmless Company, its Affiliates, its related bodies corporate, and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, "Indemnified Parties") from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, the Services; (b) any Feedback or User Content you provide; (c) your violation of these Terms; (d) any dispute arising between (i) you as a User with another User(s); or (e) your violation of any applicable law or the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Company (or, at Company's discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms.

11. DISCLAIMER OF DAMAGES

IN NO EVENT WILL COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESS OR FINANCIAL BENEFIT) ARISING OUT OF OR IN CONNECTION WITH THE APP, THE SERVICES, THE COMPANY MATERIALS, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF COMPANY, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY (INCLUDING, FOR AVOIDANCE OF DOUBT, ANY NEGLIGENCE OF COMPANY), EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. LIMITATION OF LIABILITY

IN NO EVENT WILL THE LIABILITY OF COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF OR IN CONNECTION WITH THE APP, THE SERVICES, THE COMPANY MATERIALS, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF COMPANY, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY (INCLUDING, FOR AVOIDANCE OF DOUBT, ANY NEGLIGENCE OF COMPANY) EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO COMPANY UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. FURTHERMORE, TO THE EXTENT PERMITTED BY LAW, THE COMPANY WILL NOT BE HELD LIABLE FOR ANY DAMAGES, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF DATA, INDIRECT OR CONSEQUENTIAL LOSS UNLESS THE LOSS SUFFERED ARISING FROM NEGLIGENCE OR WILLFUL DECEIT OR FRAUD. NOTHING IN THESE TERMS EXCLUDES OR LIMITS THE LIABILITY OF EITHER PARTY FOR FRAUD, DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, BREACH OF TERMS IMPLIED BY OPERATION OF LAW, OR ANY OTHER LIABILITY WHICH MAY NOT BY LAW BE LIMITED OR EXCLUDED.

Company shall not be liable whatsoever for any disputes arose and shall not be required to intervene, mediate or otherwise comment on any such disputes. To the maximum extent permitted by applicable law, each User irrevocably agree to exclude Company's liability and to waive any and all causes of action that may arise.

13. PRIVACY AND PERSONAL DATA PROTECTION POLICY

Please refer to our Privacy and Personal Data Protection Policy for information about how Company collects, uses, and shares your information.

13A. USAGE OF BLOCK EXPLORER

By using our Services, all or part of your personal information as defined in the Privacy and Personal Data Protection Policy will or may be publicly available via block explorer. "Block explorer" means a tool that public use to view all cryptocurrency transactions online.

14. GENERAL SERVICE TERMS

14.1. Conditions and Restrictions

Company may, at any time and in its sole discretion impose any other conditions or restrictions upon your use of the Services, without prior notice.

14.2. Accuracy of Information

You must provide any information required by any screen displayed within the Services. You represent and warrant that all information you provide via the Services is accurate and complete.

14.3. Compliance with Law; Taxes

You are responsible for complying with all applicable laws related to your activities and other use of the Services, including without limitation any reporting obligations and payment of all applicable taxes. You will determine what, if any, taxes apply to the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. Company is not responsible for determining whether taxes apply to your Trades or for collecting, reporting, withholding, or remitting any taxes.

14.4. Unacceptable Use or Conduct

You will not:

- (a) violate any law, regulation, contract, intellectual property or other third-party right, or commit a tort while using the Services;
- (b) use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- (c) use the Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- (d) use any robot, spider, crawler, scraper, or other automated means or interface not provided by Company to access the Services or to extract data;
- (e) use or attempt to use another User's account without authorisation;
- (f) attempt to circumvent any content filtering techniques Company employs, or attempt to access any service or area of the Services that you are not authorised to access;
- (g) introduce to the Services any malware, virus, trojan worms, logic bombs, or other harmful material;
- (h) develop any third-party applications that interact with our Services without our prior written consent, or unless otherwise agreed;
- (i) provide false, inaccurate, or misleading information;
- (j) post content or communications that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- (k) post content containing private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; or
- (l) encourage or induce any third party to engage in any of the activities prohibited under this Section.

15. **GOVERNING LAW**

The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Services, will be governed by and construed and enforced in accordance with the laws of the British Virgin Islands, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that Company may initiate a proceeding related to the enforcement or validity of Company's intellectual property rights in any court having jurisdiction.

In the event of any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the Parties shall first seek settlement of that dispute. In the event that such dispute is not resolved within a period of thirty (30) days from the commencement of such settlement process, such dispute shall be referred to and finally be resolved by arbitration.

16. **OTHER TERMS**

16.1. Copyright Violations

Company has a policy of limiting access to our Services and terminating the accounts of Users who infringe the intellectual property rights of others.

16.2. Remedies

If you violate any of these Terms, Company may, as it determines reasonably necessary to remedy or mitigate your violation, delete all or part of such information transmitted by you, suspend or cancel your account without any prior notice to you. Company shall in no event be responsible or liable for any damage incurred by the User as a result of an action taken by Company pursuant to this paragraph. Any right or remedy of Company set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under statute, at law or in equity.

16.3. Company Affiliates and Contractors

An "Affiliate" is, with respect to a legal entity, another legal entity that controls, is under common control with, or is controlled by the first legal entity.

16.4. No Waiver

Company's failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.

16.5. Severability

The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

16.6. Force Majeure

Company will have no responsibility or liability for any failure or delay in performance of any Services, or any loss or damage that you may incur, due to any circumstance or event beyond the control of Company, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, disasters (whether natural or otherwise), war, insurrection, riot, labour dispute, market volatility, accident, action of government (including changes in local laws), communications, power failure, or equipment or software malfunction.

16.7. Assignment

You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. Company may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

16.8. Headings

Headings of sections are for convenience only and shall not be used to limit or construe such sections.

16.9. Entire Agreement; Order of Precedence

These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. In the event of any conflict between these Terms and any other agreement you may have with the Company, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

17. FUNGIBLE TOKEN SPECIFIC TERMS

17.1. Fungible Token Terms of Use

- (a) In addition to all standard User terms of use contained in Section 1 through Section 16 above, the Users (being the MAX-Wallet's holder) are also subject to the below terms which are specific to the application of fungible token services. For the purpose of these Terms, the person or entity who is engaging the fungible token services will be referred to as the "token owner" ("Token Owner" or "Token Owners"). The Token Owner will be considered as the "user" in so far as Sections 1 through Section 16 of the standard User Terms of Use apply also to Token Owners, and will be considered as the "token owner" for the Fungible Token Terms of Use.
- (b) The Company may from time to time issue additional Fungible Token-applicable policies ("Additional Fungible Token Policies"). Such Additional Fungible Token Policies shall be read together with and shall form part of these Terms. The Fungible Token Policies will be made available to Token Owners.
- (c) The Company shall not be responsible for the Token Owner's actions, omissions, or liability (including, without limitation, any tax payable by the Token Owner, any legal implications or the freezing of the Token Owner's bank account) incurred pursuant to the Token Owner's use of, or conduct in connection with, the Services.

17.2. Token Owner Security

The Company will take no responsibility for losses resultant from a security breach outside of servers owned and operated by the Company.

17.3. Token Owner Refunds

The Company does not offer any refund service for all fees received from either the Token Owner or the customers of the Token Owner. All application processed for the Token Owner will be final and irreversible. Any refunds that the Token Owner wished to process must be handled directly by the Token Owner without the involvement of the Company.

17.4. No Guarantee of Future Service

- (a) The Company may at any time temporarily or permanently disable the Fungible Token service for some or all Token Owners.
- (b) The Company shall have the right to impose a penalty on the Token Owner in the event the transactions executed by the Token Owner falls short of any benchmarking threshold as may be set by the Company from time to time, or as contained in the Additional Fungible Token Policies (as the case may be).

17.5. Suspension or Closure of Token Owner Account

As stated in Section 9 above which is also applicable in this Fungible Token Specific Terms, the Company may freeze or suspense the token, as the reasons which may be applicable based on the terms stated in Section 1 to Section 16. The Token Holder's account or the Token (as the case may be) may be suspended by the Company for three (3) months for internal audit and investigation purposes and following the conclusion of the internal audit and investigation, the Company will unfreeze the affected accounts and tokens.

17.6. Token Owner – Customer Disputes

The Company shall not be liable whatsoever for any disputes arising between a Token Owner(s) and his customer(s) and shall not be required to intervene, mediate or otherwise comment on any such disputes. To the maximum extent permitted by applicable law, each Token Owner and each customer of the Token Owner irrevocably agree to exclude the Company's liability and to waive any and all causes of action that may arise resulting from, or relating to, any Token

Owner – Customer dispute. In the event of the occurrence of any such disputes, Section 10 of these Terms shall apply.

18. COMMITMENT TO ANTI-MONEY LAUNDERING / COUNTER FINANCING FOR TERRORISM REQUIREMENTS

- 18.1. You agree to fully co-operate with Company and with the Relevant Authority in the investigation of any money laundering and/or financial crime. You agree that you have read the Terms and the provisions regarding the suspension of the Services in the event of any such investigation.
- 18.2. It is your duty to observe, perform and be bound by the Terms and any other requirements as may be issued by any Relevant Authorities and you undertake to procure that all relevant stakeholders observe and perform the same.
- 18.3. If a User or a User's transaction is flagged as suspicious through our internal controls, Company may require additional proof of identification from the User and has the right to not permit or suspend the Services until additional and verifiable proof of identity is received and confirmed. In no circumstance shall the Company be required to explain the reasons for its decision to the affected User.
- 18.4. By using the Services, you acknowledge and understand that Company maintains verification levels which require User participation and verification in order to obtain, with leveled permissions based on User-supplied information, our ability to verify it, and our internal policies. You accept that you may not be able to achieve a desired level of verification, and Company reserves the right to determine, at its sole discretion, the appropriate verification level for any User, as well as the right to downgrade Users without prior notice. Company may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor in conjunction with the requirements of the Relevant Authorities. In no circumstance shall Company be required to explain the reasons for its decision or for any actions taken to the affected User.

