

# Terms of Service

June 17, 2018

Thank you for visiting Ofoset.com (the "Site"). Your use of the Site or the services is being provided by one of the following parties (individually as a "Party" and collectively as the "Parties"):

- **OFOSET USA Inc.** which is a U.S. corporation, if the user is a resident in a U.S. State and permitted to deposit or withdraw fiat and digital assets to commence digital asset trading;
- **OFOSET USA Digital Assets Inc.** which is a U.S. corporation, if the user is a resident in a U.S. State and permitted to deposit or withdraw only digital assets to commence digital asset trading;

The Parties above provide the user of the Site (referred to herein as "you", "your" or "User") the ability to engage in digital asset trading with other users. By visiting or accessing the Site, you agree that you have read and accepted all of terms and conditions contained in this Terms of Services (the "Terms") as well as our Privacy Policy as published on the Site and you acknowledge and agree that you will be bound by such Terms and policies, so please read them carefully. By clicking the "create account" button or by visiting the Site, the applicable Party provides you with access and utility through our digital asset trading platform via software, API (application program interface), technologies, products and/or functionalities (collectively or individually, the "Service(s)").

If you do not agree to be bound by these Terms, do not access or use the Service. The Parties reserve the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the platform, at any time and at its sole discretion. As described in these Terms, you agree to be legally bound by these terms and all terms incorporated by reference. We will provide notice of these changes by posting the revised Terms on the Site and changing the "Last updated" date at the top of the Terms, or by emailing users at their provided email addresses, or by any other means as determined by your onboarding Party at its sole discretion, and the updated Terms shall be effective at such time. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your Account. You agree that we shall not be liable to you or any third party as a result of any losses suffered by any modification or amendment of this Terms. Your non-termination or continued use of this Site or Services after the effective date of any changes or modifications of these Terms constitute acceptance of such changes or modifications.

These Terms and any terms expressly incorporated herein apply to your access to, and use of, any services provided by the Parties. These Terms do not alter in any way the terms or conditions of any other agreement you may have with the Parties for products, services or otherwise. If you are using the Service on behalf of any entity, you represent and warrant that (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization and (b) you are authorized to accept these Terms on such entity's behalf and that such entity agrees to be responsible to us if you violate these Terms.

We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Service. If you have any questions regarding the use of the Services, please contact [support@Ofoset.com](mailto:support@Ofoset.com)

## 1. SERVICE BY PARTIES

The Parties provide online digital asset trading services and a platform to spot trade digital assets (or also known as "convertible virtual currency" in the US, "virtual financial assets" in Malta, "virtual commodities" in Hong Kong, or occasionally by others as "cryptocurrency," "cryptographic tokens," "digital tokens," or "cryptographic currency") and facilitate margin lending in certain permitted jurisdictions. Traders conduct trading on our platform with each other; the applicable Party, as the platform provider, is not a buyer or seller in these trades. Users must open an account and deposit digital assets or fiat currencies prior to commencement of trading. Users may request withdrawal of their digital asset or fiat currencies, subject to the limitations as stated in the Terms.

**Information Accuracy:** While the Parties have made every effort to ensure the accuracy of the information on our Site, the information and content on the Site is subject to change without notice and is provided for the sole purpose of assisting users to make independent decisions. The Parties have taken reasonable measures to ensure the accuracy of the information on the Site; however, we do not guarantee the accuracy, suitability, reliability, completeness, performance and/or fitness for purpose of the content of any Service or products available through the Site, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access our site, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our platform. The Parties will not have any liability for the use or interpretation of such information.

Users shall prepare devices and bear costs as follows:

- Internet-connected device, including but not limited to computer or other internet-connected terminals;
- Internet-accessing costs, including but not limited to internet fees, rental charges for internet-connected equipments, cellular data fees, etc.

**Service Availability:** By using our Service, you acknowledge and consent that the Service is provided by the Parties according to their current technological capacity and other conditions. While the Parties have made every effort to ensure continuity and security of the Service, we are unable to completely foresee and hedge legal, technological and other risks including but not limited to force majeure, virus, hacker attack, system instability, flaw in third-party services, act of government, etc. that may result in service interruption, data loss and other losses and risks.

**Abnormal Transactions:** while using the Service, you agree and acknowledge the possibility of discontinuity and disruption of the Service due to connectivity problems of the digital asset networks or other force majeure. Users shall make sure to provide accurate

information. The Parties do not assume any responsibility of any losses caused by the above mentioned situations due to users providing incorrect information that results in the inability for the Parties to reach out to its users and explain the handling procedures.

When the system platform is unable to operate properly and the user is unable to use the Service properly, the Parties assume no liability for damages, including, but not limited to, circumstances below:

- System downtime during maintenance as announced by the Parties;
- Communication errors as a result of telecom equipment or network failures;
- Typhoon, earthquake, tsunami, flood, power failure, war, terrorist attacks and other force majeure factors;
- Hacker attacks, computer virus intrusion or attack, the telecommunications sector technology adjustment or technical failure, website upgrade, bank issues, a temporary close due to government regulation, which may cause the network and services interruption or delay;
- Losses due to technical problems that cannot be predicted or solved by the existing technical forces of the industry;
- Damages to users or other third parties caused by third party faults or delays.

For abnormal transactions, market interruption, and other abnormal conditions caused by system failure, network failure, DDos and other hacker attacks and other unexpected market factors, the Parties have the right to cancel the abnormal transaction results, and rollback all the transactions of a certain period of time.

Fees: Fees may be incurred for certain Service provided by the Parties to its users. You agree to pay to the Parties for applicable fees in accordance with our fee schedule as published on the Site. The Parties may change the fee models and structures of such services as the case may be. The Parties may also start charging fees on free services. We shall strive to announce any fee changes via our website or other communication channels ahead of their effective date. You shall stop using the service if you disagree on the above mentioned changes, modifications or paid content. Please see Section 7 for more information.

Account Security: The Parties shall not ask for any password from its users, nor shall we ask users to transmit any funds or digital assets to bank accounts or addresses that are not listed on our trading platform. Please do not trust any discount or promotion related information. The Parties shall not be responsible for any losses caused by transmitting funds or digital assets to bank accounts or digital asset addresses that are not listed on the trading platform. Please see Section 4 for more information.

Service Changes: You agree the Parties may change or suspend these Services at any time. By continuing to use the Service, you agree to the Terms and any other Terms added subsequently. Please see Section 8 for more information.

Third Party Asset Transfers: At the time of transfer, the Parties may transfer the relevant assets under these Terms to a third party; the Parties may also transfer part or all of the services under this agreement to a third party to operate or fulfill after our unilateral notice. The specific transferee is subjected to the Parties' notice.

User Information: The Parties have the right to know the real transaction background and purpose of the users who use the products or services of the Parties. Users must provide real, comprehensive, and accurate information required by the Parties; if the Parties have reasonable grounds to suspect that the user has provided false trading information, the Parties are entitled to restrict the user from the use of some or all the Parties' products and services functions temporarily or permanently. The Parties have the right to know the real transaction background and purpose of the users who use the products or services of the Parties. Users must provide real, comprehensive, and accurate information required by the Parties; if the Parties have reasonable grounds to suspect that the user has provided false trading information, the Parties are entitled to restrict the user from the use of some or all the Parties' products and services functions temporarily or permanently.

## **2. ELIGIBILITY AND PROHIBITION OF USING OUR SERVICES**

The Service are intended solely for users who are 18 or older. By accessing or using our Service, you represent and warrant that you are at least 18 years of age and have not previously been suspended or removed from the Site or Service. You also represent and warrant that you are not on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List, not a resident from the Restricted Territories (as defined below), nor restricted or prohibited from engaging in any type of trading platforms by any law enforcement agencies. Also, the Parties may not make all of the Service available in all markets and jurisdictions, and may restrict or prohibit use of all or a portion of the Service from certain countries/regions/territories (the "Restricted Territories"), which at this time include Cuba, Iran, North Korea, Crimea, Sudan, Syria, Malaysia, Bangladesh, Bolivia, Ecuador, and Kyrgyzstan, due to compliance or regulatory requirements.

You further represent and warrant that you will not use the Site or any Service to conceal or disguise the origin or nature of proceeds of crime or terrorist financing, to further any breach of applicable laws and regulations, including anti-money laundering ("AML") or counter terrorist financing ("CTF") laws and regulations, or any other illegal activities.

Additionally, within US, we currently only provide our Service to users in specific States. The content of these Terms shall not be excluded from the laws of the country or region under which the user belongs. As a result, if you do not meet these eligibility requirements, do not use our Service. Additionally, you are registering to use the Service on behalf of a legal entity (corporate customers), you represent and warrant that such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and you are duly authorized by such legal entity to act on its behalf.

## **3. RISK DISCLOSURE**

3.1 Trading Risk: Trading of digital assets involves significant risk. The risk of loss in trading or holding digital assets can be substantial. You should therefore carefully consider whether trading in digital assets or any use of margin if permitted/enabled is suitable for you in

light of your financial condition.

You should exercise prudence in trading in digital assets (as well as any other assets). Prices can and do fluctuate on any given moment. Due to such price fluctuations, you may increase or lose value in your assets at any given moment. Any digital asset or trading position may be subject to large swings in value and may even become worthless.

3.2 User Responsibilities. The user shall bear any loss as a result of his/her own actions, including but not limited to:

- “Fat finger” input or instructions errors, including price or quantity errors;
- Mis-timing or mis-submission of trade instructions;
- Forgetting or leaking your password;
- Computer or network issues, including any hacks or virus related issues;
- Third parties accessing and using your account for any reason.

In the event of a potential loophole in the trading rules that unjustly enriches the user, we will contact the user to recover the gains. The user must effectively cooperate, otherwise, we will take actions, including, but not limited to restrictions on account transactions, freezing account funds, prosecution of the user in a court with right of jurisdiction and other recourse measures. In the event the user does not cooperate, the user will also bear recourse costs.

3.3 Internet Transmission Risk: You acknowledge that the Parties shall not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when trading via the platform, howsoever caused. Also, there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections.

#### 4. YOUR OFOSET ACCOUNT

4.1 Account Registration and Identity Verification: In order to use any of the Service, you must first register by providing your email or mobile phone number, full name and other personal information to verify your identity, along with affirming this Terms of Service. You agree to provide us accurate and authentic information we request at registration and on an ongoing basis for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime, including without limitation a copy of your government issued photo ID or evidence of residency such as a lease or utility bill. If any such information changes, it is your obligation to update such information as soon as possible.

4.2 Protecting Your Account: You agree to not enable anyone to use or direct your account, and to update the Parties of any information change or if your account has been compromised. You are responsible for keeping, protecting and safeguarding any keys, certificates, passwords, access codes, user IDs or other credentials and login information (collectively "Passwords") that have been provided to you or that are generated in connection with your use of the Service. If you lose your Passwords, you may not be able to access your account. You agree to notify the Parties immediately of any unauthorized use of your Passwords. The Parties will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your Passwords. Due to the Parties' nature of being an online trading platform, and to avoid potential security risks, the login password, administration password and any other passwords shall not be set as the same. Relevant responsibilities shall be borne by the users. Once the user is registered, and becomes a user of the Site, he or she will get the username (user mailbox) and password, and is responsible for all activities and events with this username and password after entering the system, and bear all the legal liability directly or indirectly caused by the language and behaviors of the use of this username.

4.3 Password Recovery: Users who lose their passwords can reset it after being verified through their registered email addresses or phone numbers. You shall immediately report to the Parties if any unauthorized operations or security breaches are found.

4.4 Account Closure: You may close your account at any time. Closing an account will not affect any rights and obligations incurred prior to the date of account closure. You may be required to either cancel or complete all open orders and, in accordance with the provisions of this Terms of Service, provide transfer instructions of where to transfer any fiat currency and/or digital assets remaining in your account. You are responsible for any fees, costs, expenses, charges, or obligations (including, but not limited to, attorney and court fees or transfer costs of fiat currency or digital assets) associated with the closing of your account. In the event that the costs of closing of your account exceed the value in your account, you will be responsible for reimbursing us. You may not close any of your accounts to avoid paying any fees otherwise due or to avoid any examination related to our AML Program.

4.5 Account Suspension and Investigation: You agree and acknowledge that the Parties have the right at any moment to suspend your account and any account for which you are a representative or authorized signatory, etc . Also, you agree that the Parties can freeze/lock the funds and assets in all such accounts, and suspend your access to the Site until a decision has been made, if we suspect, in our sole discretion, any such accounts to be in violation of:

- The Parties' Terms;
- Any applicable laws or regulations;
- The Parties' AML Program;
- Regulatory authority requirement, court order, valid subpoena;
- The account is, or is related to any account that is, subject to any pending litigation, investigation, or governmental proceeding;
- The account has a balance that needs to be reconciled for any reason;
- If the Parties believe that an unauthorized person is attempting to gain access to your account;
- If the Parties believe that you are using your credentials or other account information in an unauthorized or inappropriate manner;
- The account has not been accessed in over one year;

You agree and acknowledge that we have the right to immediately investigate your account and any related account, if we suspect, in our sole discretion, that any such account has committed a conduct violation.

4.6 Account Termination: You agree and acknowledge that we have the right to terminate any account at any time and for any reason. You further agree and understand that we have the right to take any and all necessary and appropriate actions pursuant to this User Agreement and/or Applicable Laws and Regulations. If your account is terminated, we will return your funds, less the value of any trading fee discounts, rebates, and/or damages that we are entitled to pursuant to this User Agreement. If your account is no longer subject to an investigation, court order, or subpoena, you authorize us to return your funds (less any trading fee discounts, rebates, and/or damages to which we are entitled) to any bank account linked to your account, unless otherwise required by law. If there is a Digital Asset balance remaining in your account, you agree to provide us with a Digital Asset address upon receiving written notice, so that we can return the remaining Digital Assets to you.

## **5. USERS' RIGHT AND LIMITATIONS TO USE**

We grant you a limited, nonexclusive, nontransferable permit, subject to these Terms, to access and use the Parties' Site and Service, solely for approved purposes as permitted by the Parties. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Parties' source code or similar proprietary or confidential data or other similar information, without our prior express written consent.

You may not use the Site for any unlawful purpose.

You agree that:

- All rights, title and interest in the Service and associated software, website and technology, including all intellectual property rights therein, are and shall remain with the Parties;
- No right or interest in the Service is conveyed other than the limited licenses granted herein;
- The Service is protected by the copyright and other intellectual property laws;
- All rights not expressly granted in these Terms are reserved.

The applicable Party has the right to inquire, freeze or deduct the items and accounts of the user in according to the requirements of any applicable judicial organizations, administrative organizations and military organizations, including but not limited to public security organizations, procuratorial organizations, courts, customs, tax authorities and so on.

## **6. USER OBLIGATIONS**

6.1 Users shall not register multiple accounts for any purpose.

6.2 Users may not use another User's accounts.

6.3 Users are prohibited in any form from utilizing the Site to engage in illegal activities. Without the authorization or permission of the Parties, the User shall not use any of the commercial activities in the name of this Site or in any form of the Site as a place, platform or medium for engaging in commercial activities.

6.4 Users shall comply with all laws and regulations, and bear the responsibility and legal consequences of any their own actions involving the Site and Services. In addition, Users shall not infringe the legitimate rights and interests of any third party. Additionally, if the Parties therefore suffered losses, the Parties have the right to recover from the user via legal actions or other means.

6.5 If a User violates any obligation above, the Parties have the right to take all necessary measures directly, including but not limited to deleting the content posted by the User, canceling the customer star rating and honor, freezing the User's digital asset, pausing or seizing the user's account and illegal gains, and prosecution.

## **7. FEES**

7.1 The Parties have the right to set user service charges according to the appropriate rules. The Parties also have the right to formulate and adjust the service fee, and set specific service charges to the user to use the Parties' services.

7.2 Unless otherwise stated or agreed upon, the user agrees that the Parties have the right to deduct the above-mentioned services directly from the assets of the user account.

7.4 At the Parties' sole discretion, regional, or country specific pricing may vary based on user's residence, location, or nationality.

7.5 If you fail to pay in full or on time, the Parties reserve the right to interrupt, suspend or terminate your account.

## **8. CHANGE, INTERRUPTION, TERMINATION, AND DISCONTINUANCE OF SERVICES**

8.1 Service Change and Interruption: the Parties may change the Service and/or may also interrupt, suspend or terminate the service at anytime with or without prior notice.

8.2 Service Discontinuance and Termination: the Parties reserve the right, in their sole discretion, to discontinue or terminate the services provided to you without notice, temporarily or permanently, including, but not limited to, the following cases:

- If the personal information you have provided is not true, or inconsistent with the information at the time of registration and you have failed to provide reasonable proof (please remember, according to the laws or regulations you should submit true information);
- If you violate the relevant laws and regulations or this agreement;
- If required by any provisions of the laws and regulations, as well as the requirements of relevant government authorities;
- For security reasons or other necessary circumstances.

## 9. COMPLIANCE WITH YOUR LOCAL LAWS AND TAXES

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Service, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Additionally, you agree to comply with all relevant laws and regulations. Regarding the prevention of terrorist financing and anti-money laundering, the Parties will work with local authorities. When using our Service, you acknowledge that your actions are in a legal and proper manner and your sources of digital assets and fiat currency are not from illegal activities. The Parties may discretionarily or in coordination with local law enforcement authorities seize, restrict or close-out your account, fiat currency and digital assets.

## 10. PRIVACY POLICY

Please refer to our Privacy Policy for information about how we collect, use, and share your information.

## 11. INDEMNITY

You shall indemnify the Parties and our agents (if any), employees, officers, directors, affiliates, subsidiaries and successors, and hold them harmless from and against all third-party claims except those resulting solely from the Parties' breach of these Terms. Similarly, the Parties shall indemnify and hold harmless you and your agents, employees, officers, directors, affiliates, subsidiaries and successors from and against all third-party claims except those resulting solely from your breach of these Terms. If you are obligated to indemnify us, the Parties will have the right, in their sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

## 12. DISCLAIMER

12.1 Network Service Provider: the Parties, as a third party platform for "network service provider", do not guarantee the information and services provided in this the Site can fully meet the needs of users. The Parties shall not be liable for errors, insults, defamation, nonfeasance, obscenity, pornography, or blasphemy that may occur during the process of acceptance of the Parties' web service.

12.2 Service Interruption: Based on the special nature of the Internet, the Parties do not guarantee that the service will not be interrupted; the timeliness and security of the service are also not guaranteed, and the Parties do not bear the responsibility which is not caused by the Parties.

12.3 Safety of the Network: the Parties try to provide a safety network environment to the users; however, the Parties do not guarantee that the Site or its servers are free of viruses or other potentially harmful factors; therefore, the user should use the industry's recognized software to check and kill any virus in the files downloaded from the Site.

12.4 User Information: the Parties are not responsible for the failure of preservation, modification, deletion or storage of the information provided by the user. Nor will the Parties be liable for the typographical errors, negligence, etc. not intentionally caused by the Parties. The Parties have the right but no obligation to improve or correct any omission, error of any part of this Site.

12.5 Accuracy, Completeness, and Reliability of the Site: Unless the Parties have expressly agreed in writing, the Parties shall not guarantee the accuracy, completeness, reliability of any content, such as, but not limited to, advertising from the platform in any manner (including but not limited to, containing, connecting, by way of, or downloading) from the Site; the Parties are not responsible for any products, services, information or materials purchased or obtained by the user according to the content information on this website. The user bears the risk of using the content of this website.

12.6 User Opinion: The user comments published by users of the Site, are only on behalf of the users personal point of view. It does not mean that this Site agrees with their views or confirms their description. This Site does not bear any legal responsibility caused by any user comments.

12.7 Announcements: In regards to notices issued to the users, the Parties will deliver these notices through a formal page announcement, station letter, e-mail, customer service phone call, SMS or regular mail delivery. The Parties do not bear any legal responsibility for any winning, discount activities or information which are delivered by other channels.

12.8 Charges, Commissions, Transactions and Other Fees: the Parties have the right to adjust the recharge, commission, transaction and other fees according to market conditions, and terminate any promotional efforts early.

## 13. APPLICABLE LAW AND VENUE

These Terms and your use of the Service will be governed by and construed in accordance with the laws and regulations of State of California, United States. You agree that any action at law pursued by you and arising out of or relating to these Terms not subject to arbitration (as set forth below) will be filed only in the courts where the applicable Party is located, such as Hong Kong, Malta, California, US, or Cyprus (in case of the action arising out or relating to the services provided by OFOSET Cyprus Limited) and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such court over any suit, action or proceeding arising

out of these Terms.

#### **14. ARBITRATION**

You and the Parties agree to arbitrate any dispute arising from these Terms or relating to the Service, except that you and the Parties are not required to arbitrate any dispute in which either party seeks other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. You and the Parties agree that you will notify each other of any dispute within 30 days of when it arises, that you will attempt informal resolution prior to any demand for arbitration and that arbitration will be conducted confidentially by a single arbitrator. You and the Parties also agree that the courts (in Hong Kong, Malta or US) where the Parties' entities are located have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. In any arbitration, the parties will not seek discovery from each other, and the arbitrator shall not allow parties to engage in discovery; rather, each party shall disclose the evidence supporting their positions at some mutually agreeable time and date prior to the final hearing. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Neither you nor the Parties will participate in a class action or class-wide arbitration for any claims covered by these Terms. You also agree not to participate in claims brought in by a private attorney general or representative capacity, or consolidated claims involving another person, if any Party is a party to the proceeding. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then that language shall be deemed to have been dropped from these Terms and the remaining obligations relating to arbitration shall continue in full force and effect.

#### **15. SEPARABILITY, COMPLAINTS AND MISCELLANEOUS**

15.1 Separability: If any provision of this Agreement is deemed to be unlawful, invalid or unenforceable for any reason, such provision shall be deemed to be divisible and shall not affect the legal effect of any other provision.

15.2 Complaints: If you have any complaints, feedback, or questions, please contact our Customer Service at [our support center](#) . When you contact us, please provide us with your name and email address and any other information we may need to identify you, and the transaction on which you have feedback, questions, or complaints.

15.3 Miscellaneous: These Terms set forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto. No term or condition of any other document provided to the Parties which is different from, inconsistent with, or in addition to the terms and conditions set forth herein will be binding upon the Parties. You represent and warrant that all information disclosed to the Parties in connection with these Terms are true, accurate, and complete.

#### **16. CONVERSION**

The conversion of funds for non-US residents is carried out by third parties. The procedure for choosing third parties depends on the characteristics of the withdrawal of funds