

# Milleniumchains Terms of Use

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

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

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

## I. Definitions

**1. Milleniumchains** refers to an ecosystem comprising Milleniumchains, clients, applets and other applications that are developed to offer Milleniumchains Services, and includes independently-operated platforms, websites and clients within the ecosystem (e.g. Milleniumchains ’s Open Platform, Milleniumchains Launchpad, Milleniumchains Labs, Milleniumchains Charity, Milleniumchains DEX, Milleniumchains X, JEX, Trust Wallet, and fiat gateways). In case of any inconsistency between relevant terms of use of the above platforms and the contents of these Terms, the respective applicable terms of such platforms shall prevail.

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

**3. Milleniumchains Fiat Account** means the record of your fiat currencies' balance (if any), which is enabled through an electronic money wallet (or similar account) service that is provided by a Fiat Partner.

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

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

**6. Milleniumchains Platform Rules** refer to all rules, interpretations, announcements, statements, letters of consent and other contents that have been and will be subsequently released by Milleniumchains, as well as all regulations, implementation

rules, product process descriptions, and announcements published in the Help Center or within products or service processes.

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

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

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

**10. Fiat Partner** means any third-party service provider, with which Milleniumchains may partner in connection with any Fiat Services.

**11. Fiat Services** means:

(a) crediting your Milleniumchains Fiat Account with one or more fiat currencies either via a bank transfer, or with your debit card or credit card;

(b) purchasing Digital Assets at spot prices with one or more fiat currencies by using either your Milleniumchains Fiat Account balance, or your debit card or credit card;

(c) selling Digital Assets at spot prices for fiat currencies and crediting the corresponding proceeds of sale either to your Milleniumchains Fiat Account, or to your debit card or credit card;

(d) withdrawing one or more fiat currencies from your Milleniumchains Fiat Account either into your bank account, or to your debit card or credit card.

**12. KYC** refers to the “know-your-customer” process that Milleniumchains has put in place before entering into a business relationship or conducting transactions with its Users. As part of this process, Milleniumchains may do anything that it deems necessary in order to identify Users, verify their identity, scrutinize and investigate User transactions, or comply with any applicable law or regulation.

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

**14. Spot Trading** means buying or selling supported Digital Assets and/or any supported fiat currency on the exchange for immediate settlement.

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

## **II. General Provisions**

### **1. About These Terms**

#### **a. Contractual Relationship**

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

#### **b. Supplementary Terms**

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

#### **c. Changes to These Terms**

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

#### **d. Prohibition of Use**

**BY ACCESSING AND USING MILLENIUMCHAINS SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE NOT BEEN INCLUDED IN ANY TRADE EMBARGOES OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS**

**SECURITY COUNCIL SANCTIONS LIST), THE LIST OF SPECIALLY DESIGNATED NATIONALS MAINTAINED BY OFAC (THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY), OR THE DENIED PERSONS OR ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE. MILLENIUMCHAINS RESERVES THE RIGHT TO CHOOSE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS, AND MAY RESTRICT OR REFUSE, IN ITS DISCRETION, THE PROVISION OF MILLENIUMCHAINS SERVICES IN CERTAIN COUNTRIES OR REGIONS.**

## **2. About Milleniumchains**

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

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

## **3. Milleniumchains Account Registration and Requirements**

### **a. Registration**

All Users must apply for a Milleniumchains Account at before using Milleniumchains Services. When you register a Milleniumchains Account, you must provide the information identified in this paragraph 3 or otherwise as requested by Milleniumchains, and accept these Terms, the Privacy Policy, and other Milleniumchains Platform Rules. Milleniumchains may refuse, in its discretion, to open a Milleniumchains Account for you. You agree to provide complete and accurate information when opening a Milleniumchains Account and agree to timely update any information you provide to Milleniumchains to maintain the integrity and accuracy of the information. Each User (including natural person, business or legal entity) may maintain only one main account at any given time. However, Users can open one or more subaccounts under the main

account with the consent of Milleniumchains. For certain Milleniumchains Services, you may be required to set up a specific account independent from your Milleniumchains Account, based on the provisions of these Terms or the Supplementary Terms. The registration, use, protection and management of such trading accounts are equally governed by the provisions of this Section and Section VI, unless otherwise stated in these Terms or the Supplementary Terms.

## **b. Eligibility**

By registering to use a Milleniumchains Account, you represent and warrant that: as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws; as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms; you have not been previously suspended or removed from using the Milleniumchains Platform or the Milleniumchains Services; you do not have an existing Milleniumchains Account; you are not resident, located in or otherwise attempting to access the Milleniumchains Platform or the Milleniumchains Services from, or otherwise acting on behalf of a person or legal entity that is resident or located in, a Restricted Location. For the purposes hereof, "Restricted Location" shall include the United States, Malaysia, Canada, Netherlands and such other locations as designated by Milleniumchains Operators from time to time as a "Restricted Location" for the purposes hereof; if you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity and to access and use the Milleniumchains Platform and Milleniumchains Services on behalf of such legal entity; and your use of the Milleniumchains Platform and the Milleniumchains Services will not violate any and all laws and regulations applicable to you or the legal entity on whose behalf you are acting, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.

Please note that there are legal requirements in various countries which may restrict the products and services that Milleniumchains Operators can lawfully provide. Accordingly, some products and services and certain functionality within the Milleniumchains Platform may not be available or may be restricted in certain jurisdictions or regions or to certain users. You shall be responsible for informing yourself about and observing any restrictions and/or requirements imposed with respect to the access to and use of the Milleniumchains Platform and the Milleniumchains Services in each country from which the Milleniumchains Platform and the Milleniumchains Services are accessed by you or on your behalf. Milleniumchains Operators reserve the right to change, modify or impose additional restrictions with respect to the access to and use of the Milleniumchains Platform and/the Milleniumchains Services from time to time at their discretion at any time without prior notification.

## **c. User Identity Verification**

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

#### **d. Account Usage Requirements**

The Milleniumchains Account can only be used by the account registrant. Milleniumchains reserves the right to suspend, freeze or cancel the use of Milleniumchains Accounts by persons other than account registrant. If you suspect or become aware of any unauthorized use of your username and password, you should notify Milleniumchains immediately. Milleniumchains assumes no liability for any loss or

damage arising from the use of Milleniumchains Account by you or any third party with or without your authorization.

#### **e. Account Security**

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

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

By creating a Milleniumchains Account, you hereby agree that:

- i. you will notify Milleniumchains immediately if you are aware of any unauthorized use of your Milleniumchains Account and password or any other violation of security rules;
- ii. you will strictly abide by all mechanisms or procedures of Milleniumchains regarding security, authentication, trading, charging, and withdrawal; and
- iii. you will take appropriate steps to logout from Milleniumchains at the end of each visit.

#### **III. Milleniumchains Services**

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

1. Provide, modify or terminate, in its discretion, any Milleniumchains Services; and
2. Allow or prohibit some Users' use of any Milleniumchains Services in accordance with relevant Milleniumchains Platform Rules.

Milleniumchains has the exclusive authority to determine which Digital Assets are listed on the platform and may add or remove Digital Assets from the platform in its sole



discretion, from time to time. If Digital Assets that are no longer listed on the platform remain in your Milleniumchains Account beyond a specified period notified to you, Milleniumchains may in its discretion convert such Digital Assets into a different type of Digital Asset that is a stablecoin. Milleniumchains may also change the order size available for each Digital Asset. In respect of such additions, removals or amendments, Milleniumchains may, but is not obliged to, notify Users in advance. Milleniumchains shall notify you in advance of any conversion of delisted Digital Assets and you shall always have the opportunity during a period of time specified by Milleniumchains to withdraw the delisted Digital Assets before they are converted into a stablecoin. Milleniumchains shall have no liability to Users in connection with such additions, removals, conversions or amendments as described in this clause.

## **1. Service Usage Guidelines**

### **a. License**

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

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

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

waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

## **b. Restriction**

When you use Milleniumchains Services, you agree and undertake to comply with the following provisions:

- i. During the use of Milleniumchains Services, all activities you carry out should comply with the requirements of applicable laws and regulations, these Terms, and various guidelines of Milleniumchains;
- ii. Your use of Milleniumchains Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using Milleniumchains Services;
- iii. You agree not to use the services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law);
- iv. Without written consent from Milleniumchains, the following commercial uses of Milleniumchains data are prohibited:
  - 1) Trading services that make use of Milleniumchains quotes or market bulletin board information.
  - 2) Data feeding or streaming services that make use of any market data of Milleniumchains.
  - 3) Any other websites/apps/services that charge for or otherwise profit from (including through advertising or referral fees) market data obtained from Milleniumchains.
- v. Without prior written consent from Milleniumchains , you may not modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties.
- vi. You may not use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of Milleniumchains Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through Milleniumchains Services; attempt to access any part or function of the

properties without authorization, or connect to Milleniumchains Services or any Milleniumchains servers or any other systems or networks of any Milleniumchains Services provided through the services by hacking, password mining or any other unlawful or prohibited means; probe, scan or test the vulnerabilities of Milleniumchains Services or any network connected to the properties, or violate any security or authentication measures on Milleniumchains Services or any network connected to Milleniumchains Services; reverse look-up, track or seek to track any information of any other Users or visitors of Milleniumchains Services; take any actions that imposes an unreasonable or disproportionately large load on the infrastructure of systems or networks of Milleniumchains Services or Milleniumchains , or the infrastructure of any systems or networks connected to Milleniumchains services; use any devices, software or routine programs to interfere with the normal operation of Milleniumchains Services or any transactions on Milleniumchains Services, or any other person's use of Milleniumchains Services; forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to Milleniumchains , or use Milleniumchains Services in an illegal way.

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

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

## **2. Spot Trading**

By making use of Spot Trading, you acknowledge and agree that you have read, understood and accepted the Spot Trading Terms of Use, which shall apply to all Spot Trading (as such term is defined in the Spot Trading Terms of Use).

## **3. Fiat Services**

3.1 By accepting these Terms, you acknowledge and agree that:

- A. you have read, accepted and will comply with these Terms, the Legal Statement, the Privacy Policy, and any other Milleniumchains Platform Rules related to Fiat Services;

- B. Milleniumchains may partner with any Fiat Partners and that, if applicable, you will open an account with such Fiat Partners by completing the relevant registration and identity verification for such account, and by accepting any user agreements, terms and conditions, policies and procedures or similar documents of any Fiat Partners;
- C. any payments expressed in any fiat currencies and which have been made in connection with any Fiat Services may not be canceled, recalled or refunded, and that any chargeback requests in connection with any Fiat Services that involve a Fiat Partner, are subject to that Fiat Partner's policies and procedures.

### 3.2 If:

- D. (a) you are resident or located in an EEA jurisdiction or in the United Kingdom, then all Fiat Services will be provided to you by Bifinity UAB; or
- E. (b) you use any Fiat Services, which involve a debit card or credit card, then (regardless of your residence or location) such the Fiat Services will be provided to you by Bifinity UAB,
- F. and in each case you will be required to read, accept and comply with the Terms of Use and Privacy Policy of Bifinity UAB. Bifinity UAB is a Lithuanian private limited company with registration number 305595206, which has its registered office at Lvivo g. 25-104, Vilnius, Lithuania, and which is registered with the Financial Crime Investigation Service (FCIS) in Lithuania as a virtual currency depository wallet operator and virtual currency exchange operator in accordance with the applicable laws of the Republic of Lithuania. Bifinity UAB is not a licensed financial services provider and cryptocurrency exchange and depository services provided by Bifinity UAB are not regulated by the Bank of Lithuania. Bifinity UAB may work in collaboration with regulated third-party service providers to offer Fiat Services.
- G. 4. Futures Trading
- H. Unless otherwise specified by Milleniumchains , to conduct Futures Trading, you must conclude with Milleniumchains a separate Milleniumchains Futures Service Agreement and open a special Collateral Account, following the completion of registration and identity verification for your Milleniumchains Account. You acknowledge and agree that:
  - I. a. You fully understand the high risks of Futures Trading, including but not limited to the risk of major fluctuations of Digital Assets in Futures Trading, and the risk of exacerbated adverse outcome when leverage is used;
  - b. You have sufficient investment knowledge and experience and the capacity to take risks arising from Futures Trading, and agree to independently assume all the risks arising from the investment of Futures Trading;

c. Before performing Futures Trading, you have read and understood all the contents of the Milleniumchains Futures Service Agreement and the relevant Milleniumchains Platform Rules, and have consulted relevant professionals to make informed decisions on whether and how to complete Futures Trading according to their recommendations and your own reasonable judgment;

d. You agree and authorize Milleniumchains to take various reasonable measures in its discretion (including but not limited to forced liquidation and forced position reduction under specific circumstances) in accordance with the Milleniumchains Futures Service Agreement and the relevant Milleniumchains Platform Rules to protect the legitimate interests of you, Milleniumchains and other Users.

## **5. Options Trading**

Before entering into transactions in Options products through Milleniumchains (“Options Trading”), you acknowledge and agree that:

a. You fully understand the high risks of Options Trading, including but not limited to the risk of major fluctuations of Digital Assets in Options Trading, and the risk of exacerbated adverse outcome when leverage is used;

b. You have sufficient investment knowledge and experience and the capacity to take risks arising from Options Trading, and agree to independently assume all the risks arising from the investment of Options Trading;

c. Before performing Options Trading, you have read and understood, and agree to be bound by the terms of, the Milleniumchains Options Service Agreement and all relevant Milleniumchains Platform Rules, which shall supplement these Terms of Use, and have consulted relevant professionals to make informed decisions on whether and how to complete Options Trading according to their recommendations and your own reasonable judgment;

d. You agree and authorize Milleniumchains to take various reasonable measures in its discretion (including but not limited to forced liquidation and forced position reduction under specific circumstances) in accordance with the Milleniumchains Options Service Agreement and all relevant Milleniumchains Platform Rules to protect the legitimate interests of you, Milleniumchains and other Users.

## **6. Margin Trading**

By making use of the Margin Services, you acknowledge and agree that you have read, understood and accepted the “Margin Service Terms of Use”, which shall apply to all Margin Services (as such term is defined in the Margin Service Terms of Use).

## **7. Lending Services**

Unless otherwise provided by Milleniumchains, to borrow currencies, you must conclude with Milleniumchains a separate Lending Services User Agreement and open a special

Collateral Account and/or finish other relevant procedures, following the completion of registration and identity verification for your Milleniumchains Account. You understand and agree that:

a. There are considerable risks involved in Lending Services, which include without limitation to risks of fluctuation of the borrowed Digital Assets' value, derivative risks and technical risks. You shall carefully consider and exercise clear judgment to evaluate your financial situation and the aforesaid risks to make any decision on using Lending Services, and you shall be responsible for all losses arising therefrom;

b. you shall cooperate to provide the information and materials related to identity verification and Lending Services as required by Milleniumchains, and be solely responsible for taking necessary security measures to protect the security of your Collateral Account and personal information;

c. you shall carefully read relevant Milleniumchains Platform Rules before using Lending Services, and be aware of, understand and observe the specific information and rules regarding the operations of Lending Services, and you undertake that the use of the assets borrowed shall conform to requirements of these Terms and related laws and regulations;

d. Milleniumchains has the full right to manage your Collateral Account and collateral during the period in which Lending Services are offered, and reserves the right, under the circumstances specified in the Lending Services User Agreement or these Terms, to implement various risk control measures, which include but are not limited to forced liquidation. Such steps may cause major losses to you and you shall be solely responsible for the outcomes of such measures;

e. Milleniumchains has the right to temporarily or permanently prohibit you from using Lending Services when it deems it necessary or reasonable, and to the maximum extent permitted by law, without liability of any kind to you.

## **8. Milleniumchains Savings Service**

Milleniumchains offers Milleniumchains Savings, a service to provide Users with value-added services for their idle Digital Assets. To use Milleniumchains Savings service, you must conclude with Milleniumchains a separate Milleniumchains Savings Service User Agreement and open a special Milleniumchains Savings service account, following the completion of registration and identity verification for your Milleniumchains Account. When using Milleniumchains Savings service, you should note that:

a. Milleniumchains Savings assets will be used in cryptocurrency leveraged borrowing and other businesses.

b. When you use Milleniumchains Savings service, you will unconditionally authorize Milleniumchains to distribute and grant the leveraged interest according to Milleniumchains Platform Rules.

- c. You shall abide by relevant laws and regulations to ensure that the sources of Digital Assets are legitimate and compliant when using Milleniumchains Savings service.
- d. When you use Milleniumchains Savings service, you should fully recognize the risks of investing in Digital Assets and operate cautiously.
- e. You agree that all investment operations conducted on Milleniumchains represent your true investment intentions and that unconditionally accept the potential risks and benefits of your investment decisions.
- f. Milleniumchains reserves the right to suspend or terminate Milleniumchains Savings service. If necessary, Milleniumchains can suspend and terminate Milleniumchains Savings service at any time.
- g. Due to network delay, computer system failures and other force majeure, which may lead to delay, suspension, termination or deviation of execution of Milleniumchains Savings service, Milleniumchains will use reasonable effort to ensure but not promise that Milleniumchains Savings service execution system runs stably and effectively. Milleniumchains does not take any responsibility if the final execution fails to match your expectations due to the above factors.

## **9. Staking Programs**

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

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

## **10. Milleniumchains POS Service Agreement**

- a. Milleniumchains .com launched Milleniumchains POS service for Milleniumchains .com users to gain proceeds through idle cryptocurrency assets.

b. Milleniumchains POS assets will be used in cryptocurrency staking to gain proceeds and other businesses.

c. When you use Milleniumchains POS service, you will unconditionally authorize Milleniumchains .com to distribute the staking interest according to the rules of the platform.

d. You shall abide by the relevant laws of the State to ensure that the sources of assets are legitimate and compliant when using Milleniumchains POS service.

e. When you use Milleniumchains POS service, you should fully recognize the risks of investment in cryptocurrency and operate cautiously.

f. You agree that all investment operations conducted on Milleniumchains .com represent your true investment intentions and that unconditionally accept the potential risks and benefits of your investment decisions.

g. Milleniumchains .com reserves the right to suspend or terminate Milleniumchains POS service. If necessary, Milleniumchains .com can suspend and terminate Milleniumchains POS service at any time.

h. Due to network delay, computer system failures and other force majeure, which may lead to delay, suspension or deviation of Milleniumchains POS service execution, Milleniumchains .com will use commercially reasonable effort to ensure but not promise that Milleniumchains POS service execution system run stably and effectively. Milleniumchains .com does not take any responsibility if the final execution doesn't match your expectations due to the above factors.

## **11. Milleniumchains Convert Services**

Convert Services enable Users to buy and sell Digital Assets based on prices provided by Milleniumchains. Before transacting in Convert Services, you acknowledge and agree that you have read, understood and accepted the Convert Terms of Use.

## **12. Milleniumchains Leveraged Tokens**

Before transacting in Milleniumchains Leveraged Tokens, you acknowledge and agree that you have read, understood and accepted each of the Milleniumchains Leveraged Tokens Risk Disclosure Statement and the Milleniumchains Leveraged Tokens Agreement, which shall apply to all subscriptions to, redemptions of and transactions in Milleniumchains Leveraged Tokens (as such term is defined in the Milleniumchains Leveraged Tokens Agreement).

## **13. Milleniumchains OTC**

If agreed with Milleniumchains, you may be permitted to receive certain over-the-counter (OTC) services with respect to bilateral transactions in Digital Assets, which services shall be subject to the Milleniumchains OTC Terms. You agree to be bound by the Milleniumchains OTC Terms with respect to all OTC Services provided to you



through Agreed Communication Channels (as each term is defined in the Milleniumchains OTC Terms).

#### **IV. Liabilities**

##### **1. Disclaimer of Warranties**

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

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

## **2. Disclaimer of Damages and Limitation of Liability**

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

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

## **3. Indemnification**

You agree to indemnify and hold harmless Milleniumchains Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to your use of, or conduct in connection with, Milleniumchains Services, your breach or our enforcement of these Terms, or your violation of any applicable law, regulation, or rights of any third party

during your use of Milleniumchains Services. If you are obligated to indemnify Milleniumchains Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to these Terms, Milleniumchains will have the right, in its sole discretion, to control any action or proceeding and to determine whether Milleniumchains wishes to settle, and if so, on what terms.

## **V. Announcements**

**USERS UNDERTAKE TO REFER TO THESE MATERIALS REGULARLY AND PROMPTLY. MILLENIUMCHAINS WILL NOT BE HELD LIABLE OR RESPONSIBLE IN ANY MANNER OF COMPENSATION SHOULD USERS INCUR PERSONAL LOSSES ARISING FROM IGNORANCE OR NEGLIGENCE OF THE ANNOUNCEMENTS.**

## **VI. Termination of Agreement**

### **1. Suspension of Milleniumchains Accounts**

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

1. The Milleniumchains Account is subject to a governmental proceeding, criminal investigation or other pending litigation;
2. We detect unusual activities in the Milleniumchains Account;
3. We detect unauthorized access to the Milleniumchains Account;
4. We are required to do so by a court order or command by a regulatory/government authority.

### **2. Cancellation of Milleniumchains Accounts**

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

1. after Milleniumchains terminates services to you;

2. you allegedly register or register in any other person's name as a Milleniumchains User again, directly or indirectly;
3. the information that you have provided is untruthful, inaccurate, outdated or incomplete;
4. when these Terms are amended, you state your unwillingness to accept the amended Terms by applying for cancellation of your Milleniumchains Account or by other means;
5. you request that Milleniumchains Services be terminated; and
6. any other circumstances where Milleniumchains deems it should terminate Milleniumchains Services.

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

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

### **3. Remaining Funds After Milleniumchains Account Termination**

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

### **4. Remaining Funds After Milleniumchains Account Termination Due to Fraud, Violation of Law, or Violation of These Terms**

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

## **5. Dormant Accounts**

Notwithstanding any provision of this Section VI, Milleniumchains may provide a written notice requiring you to close all of your open positions and withdraw all of your Digital Assets from your Milleniumchains Account within 30 days of the notice. In the event that you fail to do so, Milleniumchains may in its absolute discretion and without prior notice to you:

- (a) deem your Milleniumchains account as a dormant account;
- (b) close any open positions in any Milleniumchains products;
- (c) convert the Digital Assets to a different type of Digital Asset (e.g., from BTC to USDT). For the avoidance of doubt, none of the Milleniumchains Operators shall be liable for any loss of profit, tax obligations or any other loss, damage or expense incurred by you resulting from such conversion;
- (d) transfer such dormant account (including any Digital Assets contained therein) to an affiliate of the Milleniumchains Operators, any third-party custodian or an isolated wallet where it is deemed reasonably necessary by Milleniumchains to do so. In the event that such transfer has taken place, you have the right to retrieve your digital assets from subject to satisfying Milleniumchains 's verification requirements, including completing KYC;
- (e) charge a dormant account fee to cover the cost of maintaining the assets by the Milleniumchains Operators, its affiliates or any third-party and such fee shall be withdrawn directly from the dormant account on a monthly basis; and
- (f) close a dormant account at any time, and Milleniumchains will not be liable for any loss, damage or expense incurred by you as a result of the closure of a dormant account unless there was fraud or willful default by Milleniumchains. Any assets in these dormant accounts will be transferred in accordance to paragraph 5(d) above. After a dormant account is closed, it cannot be reactivated by you (i.e. you will need to register a new Milleniumchains account if you wish to continue to use Milleniumchains Services).

## **VII. No Financial Advice**

Milleniumchains is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities effected by you using Milleniumchains Services. No communication or information provided to you by Milleniumchains is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of

advice. Unless otherwise specified in these Terms, all trades are executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance, and you shall be solely responsible for any loss or liability therefrom. You should consult legal or tax professionals regarding your specific situation. Milleniumchains does not recommend that any Digital Asset should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Asset, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. Milleniumchains will not be held responsible for the decisions you make to buy, sell, or hold Digital Asset based on the information provided by Milleniumchains.

### **VIII. Compliance with Local Laws**

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

### **IX. Privacy Policy**

Access to Milleniumchains Services will require the submission of certain personally identifiable information. Please review Milleniumchains 's Privacy Policy for a summary of Milleniumchains 's guidelines regarding the collection and use of personally identifiable information.

### **X. Resolving Disputes: Forum, Arbitration, Class Action Waiver**

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

**1. Notice of Claim and Dispute Resolution Period.** Please contact Milleniumchains first! Milleniumchains wants to address your concerns without resorting to formal legal

proceedings, if possible. If you have a dispute with Milleniumchains, then you should contact Milleniumchains and a ticket number will be assigned. Milleniumchains will attempt to resolve your dispute internally as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

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

**2. Agreement to Arbitrate and Governing Law.** You and Milleniumchains Operators agree that, subject to paragraph 1 above, any dispute, claim, or controversy between you and Milleniumchains (and/or Milleniumchains Operators) arising in connection with or relating in any way to these Terms or to your relationship with Milleniumchains (and/or Milleniumchains Operators) as a user of Milleniumchains Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by mandatory final and binding individual (not class) arbitration, except as set forth below under Exceptions to Agreement to Arbitrate. You and Milleniumchains Operators further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including without limitation any objections with respect to the existence, scope or validity of the Agreement to Arbitrate, or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including, if applicable, attorney fees), except that the arbitrator may not award declaratory or injunctive relief in favour of anyone but the parties to the arbitration. The arbitration provisions set forth in this Section will survive termination of these Terms. Arbitration Rules. The arbitration shall be subject to the HKIAC Administered Arbitration Rules (HKIAC. Rules) in force when the Notice of Arbitration is submitted, as modified by this Section X. The arbitration will be administered by the Hong Kong International

Arbitration Centre (HKIAC). Unless the parties agree otherwise, there shall be only one arbitrator appointed in accordance with the HKIAC Rules. Any arbitration will be conducted in the English language. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. JUDGMENT ON ANY ARBITRAL AWARD MAY BE GIVEN IN ANY COURT HAVING JURISDICTION OVER THE PARTY (OR OVER THE ASSETS OF THE PARTY) AGAINST WHOM SUCH AN AWARD IS RENDERED. Time for Filing: ANY ARBITRATION AGAINST MILLENIUMCHAINS OPERATORS MUST BE COMMENCED BY FILING A REQUEST FOR ARBITRATION WITHIN ONE (1) YEAR, AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD. THIS ONE YEAR LIMITATION PERIOD IS INCLUSIVE OF THE INTERNAL DISPUTE RESOLUTION PROCEDURE SET FORTH IN PARAGRAPH 1 OF THIS SECTION, ABOVE. THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Process; Notice: The party who intends to seek arbitration after the expiration of the Dispute Resolution Period set forth in paragraph 1, above, must submit a request to the HKIAC in accordance with the HKIAC Rules. If we request arbitration against you, we will give you notice at the email address or mailing address you have provided. You agree that any notice sent to this email or mailing address shall be deemed effective for all purposes, including without limitation to determinations of adequacy of service. It is your obligation to ensure that the email address and/or mailing address on file with Milleniumchains is up-to-date and accurate. Seat of Arbitration: The seat of the arbitration shall be Hong Kong. Place of Hearing: The location of any in-person arbitration hearing shall be Hong Kong, unless otherwise agreed to by the parties. Governing Law: These Terms (including this arbitration agreement) shall be governed by, and construed in accordance with, the laws of Hong Kong. Confidentiality. The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any nonpublic information provided in the arbitration, and any submissions, orders or awards made in the arbitration (together, the "Confidential Information") shall not be disclosed to any non-party except the tribunal, the HKIAC, the parties, their counsel, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive termination of these Terms and of any arbitration brought pursuant to these Terms.

**3. Class Action Waiver.** You and Milleniumchains agree that any claims relating to these Terms or to your relationship with Milleniumchains as a user of Milleniumchains



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

**4. Modifications.** Milleniumchains reserves the right to update, modify, revise, suspend, or make any future changes to Section X regarding the parties' Agreement to Arbitrate, subject to applicable law. You hereby consent and agree that it is your responsibility to ensure that your understanding of this Section is up to date. Subject to the applicable law, your continued use of your Milleniumchains account shall be deemed to be your acceptance of any modifications to Section X regarding the parties' Agreement to Arbitrate. You agree that if you object to the modifications to Section X, Milleniumchains may block access to your account pending closure of your account. In such circumstances, the Terms of Use prior to modification shall remain in full force and effect pending closure of your account.

**5. Severability.** If any portion of these Terms are adjudged to be invalid or unenforceable for any reason or to any extent, the remainder of these Terms will remain valid and enforceable and the invalid or unenforceable portion will be given effect to the greatest extent permitted by law. pending closure of your account.

## **XI. Miscellaneous**

**1. Independent Parties.** Milleniumchains is an independent contractor but not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between the parties.

**2. Entire Agreement.** These Terms constitute the entire agreement between the parties regarding use of Milleniumchains Services and will supersede all prior written or oral agreements between the parties. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms herein.

**3. Interpretation and Revision.** Milleniumchains reserves the right to alter, revise, modify, and/or change these Terms at any time. All changes will take effect immediately upon being published on Milleniumchains websites. It is your responsibility to regularly check relevant pages on our websites/applications to confirm the latest version of these Terms. If you do not agree to any such modifications, your only remedy is to terminate your usage of Milleniumchains Services and cancel your account. You agree that, unless otherwise expressly provided in these Terms, Milleniumchains will not be

responsible for any modification or termination of Milleniumchains Services by you or any third party, or suspension or termination of your access to Milleniumchains Services.

**4. Language & Translations:** These Terms may, at Milleniumchains 's sole and absolute discretion, be translated into a language other than the English language. You agree that any such translation shall only be for your convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.

**5. Force Majeure.** Milleniumchains will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond Milleniumchains 's reasonable control.

**6. Severability.** If any portion of these Terms is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

**7. Assignment.** You may not assign or transfer any right to use Milleniumchains Services or any of your rights or obligations under these Terms without prior written consent from Milleniumchains, including any right or obligation related to the enforcement of laws or the change of control. Milleniumchains 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.

**8. Waiver.** The failure of one party to require performance of any provision will not affect that party's right to require performance at any time thereafter. At the same time, the waiver of one party to seek recovery for the other party's violation of these Terms or any provision of applicable terms shall not constitute a waiver by that party of any subsequent breach or violation by the other party or of the provision itself.

**9. Third-Party Website Disclaimer.** Any links to third-party websites from Milleniumchains Services does not imply endorsement by Milleniumchains of any product, service, information or disclaimer presented therein, nor does Milleniumchains guarantee the accuracy of the information contained on them. If you suffer loss from using such third-party product and service, Milleniumchains will not be liable for such loss. In addition, since Milleniumchains has no control over the terms of use or privacy policies of third-party websites, you should read and understand those policies carefully.

**10. Matters Related to Apple Inc.** If you use any device manufactured by Apple Inc. to participate in any commercial activities or reward programs through Milleniumchains Services, such activities and programs are provided by Milleniumchains and are not associated with Apple Inc. in any manner.

**11. Contact Information.** For more information on Milleniumchains, you may refer to the company and license information found on Milleniumchains websites. If you have

questions regarding these Terms, please feel free to contact Milleniumchains for clarification via our Customer Support team.

