

TERMS OF SERVICE

PLEASE READ THE TERMS OF SERVICE BEFORE USING OUR SERVICE. THESE TERMS OF SERVICE GOVERNS YOUR ACCESS TO AND USE OF OUR SERVICES. OUR SERVICES ARE PROVIDED TO YOU ONLY IF YOU AGREE TO OUR TERMS SET FORTH BELOW. IF YOU DO NOT AGREE WITH OUR TERMS OF SERVICE, PLEASE STOP USING THE SERVICES PROVIDED.

1. General Provisions

1.1 Contractual Relationship

This Terms of Service establishes a legally binding agreement between the user of the platform ("You" or "Your" or "Users" or "Customers") and MaskEX which consist of our company, Mask Virtual Assets Exchange LLC (License No: 1001596) (collectively hereinafter referred to as "MaskEX" or "Company" or "Platform" or "We" or "Us" or "Our").

1.2 Supplementary Terms

The Terms of Service should be read together with our Privacy Policy, and other agreements entered into separately between you and us.

1.3 MaskEX Platform

MaskEX Platform are the operators of the MaskEX Website (which domain name include but not limited to www.maskex.com); related mobile applications, social media platforms, and other platforms operated within MaskEX Platform, which provides users with digital currency transactions, and other related services based on this platform and as Authorised by the Regulatory Authority.

1.4 Purpose

The purpose of this website is to provide professional, safe and reliable digital asset trading and asset management services to the majority of digital asset enthusiasts and users around the world without violating relevant laws and regulations. We are committed to promoting legal and transparent business activities and maintaining a good reputation among users, regulators and the digital asset industry.

1.5 Acceptance of Terms

If you register as a user of this platform, you agree to accept this agreement and be bound by all agreements published by the platform and all policies published on the website (hereinafter referred to as the "Agreement"). If you do not accept the following agreement, please halt registration immediately, stop visiting the website, and/or stop using the services, products or content of this platform.

1.6 Privacy Policy

Once you are a user of the platform, we may collect some information about you through the usage of our service.

2. Registration of Account

2.1 Eligibility

To be eligible to register an account, you declare and ensure that you are a natural person, a legal person at least 18 years old, or any other entity, with the authority to enter into this agreement and have full capacity for civil conduct as required by law, and have not been deprived of the right to use our services. If you do not meet the above conditions, please do not register our website or platform. We reserve the right to refuse your registration for an account and if you have already registered for an account, we shall have the right to suspend, terminate and/or close your account without any advance notice to you and hold you accountable for any adverse consequences arising therefrom. We reserve the right to reject any applications register an account at our sole discretion, including, but not limited to accounts relating to political and/or public figures or to comply with AML/CTF laws and regulations. Please refer to our AML Policy detailed below.

2.2 What you provide

During Account creation, you shall provide to us with your information at the minimum;

- (i) Valid email address and phone number
- (ii) Your Identification Document. Further information and compliance with KnowYour Customer (“KYC”) given will grant you access to further higher tier higher withdrawal/deposit limitations. For Further details, Please refer to [Know Your Customer\(KYC\)](#)

2.3 Accuracy of Information

In order to access and use our services, you must create an account with us. You agree to:

- (i) Provide accurate, up-to-date and complete information when creating an account;
- (ii) Maintain and periodically update your account information for accuracy;
- (iii) Maintain the security and confidentiality of your login credentials, and access to your account and computer;
- (iv) Be responsible for all activities that occur under your account, and bear all risks of unauthorized access;
- (v) We are not responsible for any damages or losses which may arise from any inaccuracies; will not be able to open an account for you, or, if you already have an account, we may freeze, block, or close your account, if the information provided by you are inaccurate, incomplete or misleading.

2.4 Restrictions

You are entering into and fulfilling this agreement and you are not prohibited by the laws and regulations of countries or regions that you belong to, where you live, conduct business activities or other businesses, or have tax jurisdiction over you.

If you do not meet the aforementioned conditions, you should immediately terminate the registration or stop using the platform services.

As of June 2023, we do not allow users from FATF Blacklist from onboarding onto our Platform – Iran, Myanmar, North Korea.

2.5 Identity Accuracy and Verification

You follow the prompts on the platform page to complete all the registration procedures or each subsequent use of the platform's related services, which means that you fully understand and accept all the content under this agreement (including subsequent revisions made from time to time and published on the platform Agreement).

3. Amendments to the Terms

3.1 Our Right to Amend

This platform has the right to modify this agreement from time to time as needed or formulate or modify various specific rules in accordance with this agreement and publish them in the relevant system sections of this platform without separately notifying you. You should pay attention to the changes in this agreement and specific rules from time to time. If you continue to use the service after the announcement of the changes in the content of this agreement and specific rules, it is deemed that you have fully read, understood and accepted the revised agreement and specific rules. The services of this platform will also be used in accordance with the revised agreement and specific rules.

3.2 Our Right to Terminate

You agree that the Platform may immediately terminate your access to this platform and account by issuing a notice, including but not limited to the following rights: restrict, suspend or terminate the service and user account, prohibit access to the platform and its content, services and tools, delay or delete content, take technical and legal measures to remove users who infringe or violate this agreement and platform policies from the platform, and any further measures to make up for any loss or damage caused, once we determine that you may have violated any laws, regulations, or articles of the three parties, or any content of this agreement or platform policy. We are not responsible for any loss or damage caused to you or any third party due to the exercise of the rights under this clause.

4. Use of Service

4.1 Service Usage

You have the right to browse real-time digital asset, and transaction information on the platform provided by us and have the right to submit digital transaction instructions and complete digital transactions through the platform.

4.2 You have the right to view the information under your account on the platform, and to use the functions provided by the platform to perform operations.

4.3 You have the right to participate in website activities organized by the platform in accordance with the activity rules published by the platform, as well as other services that the platform promises to provide you.

4.4 You understand and agree that the platform can adjust the service content, service types and service forms on the platform at any time according to the actual situation. This platform is not responsible for any negative impact or loss caused by platform adjustments to you or any third party.

4.5 Restriction/Limitation of Service

Depending on your country/region, you may not be able to use all the functions of this website or platform. We have the right to suspend the provision of certain services to users in certain countries but ensure that we comply with laws and regulations (including where you live and/or where you are when you visit this website, platform, and use of our services). The laws and regulations of the country/region) are your responsibility.

4.6 You confirm that the transaction status confirmed by you on this platform in accordance with the service process of this platform will become a clear instruction for this platform to conduct related transactions or operations for you. You agree that this platform has the right to deal with relevant matters in accordance with this agreement and/or relevant documents and rules in accordance with relevant instructions.

4.7 You are responsible for any disputes or losses caused by your failure to modify or confirm the transaction status in a timely manner or fail to submit the relevant application, and this platform does not assume any responsibility.

If you find or suspect any security loopholes related to the platform or have any other questions, you should immediately notify us at legal@maskex.com

5. About our services

5.1 This Platform provides you with digital trading platform and services via web browser or phone application. We do not act as a buyer or seller to directly trade with users. We provide:

- (i) Trading Products (which includes various products such as Crypto Spot trading and more);
- (ii) Other services available from our Platform from time to time.

6. Our Services and Limiting Liability

6.1 Spot Trading

6.1.1 Definition

Refers to the buying or selling of cryptocurrencies for immediate settlement or delivery. When a user engages in spot trading, they are essentially exchanging their cryptocurrency for another cryptocurrency, such as Bitcoin for Ethereum, or

vice versa. The exchange facilitates this trade by matching the buy and sell orders from buyers and sellers on the exchange, and executing the trade at the current market price.

6.1.2 Guide

Kindly refer to our Help Centre to learn more about our Spot Trading services.

6.1.3 Terms and Disclaimer

You understand the risk of Spot Trading, or you have sufficient and relevant knowledge about or experience in Spot Trading.

- i. **Market Order.** Market orders are considered a Taker Order. We do not guarantee that you will be able to execute at a specific price, and the price at which they are filled depends on various factors such as the liquidity and market depth of the order book at the time the order is placed. To submit a market order, you must specify the trading pair and the quantity of the base or quote asset you want to buy or sell. If the top bid or ask on the order book is not sufficient to match the entire market order, the remaining portion will be matched with the next best bid or ask until the order is filled or expires.
- ii. **Limit Order.** When placing a limit order, you will specify the price at which you want to buy or sell an asset, and the order is added to the order book. A limit order is not executed immediately and may not be filled at all if the market price does not reach the specified limit price. You must specify the trading pair, the quantity of the base or quote asset you want to buy or sell, and the limit price. Once a limit order is placed, it remains on the order book until it is filled, canceled, or expires. The limit order may be filled in whole or in part when a matching order is placed on the opposite side of the order book at or better than the limit price. If the limit order is only partially filled, the unfilled portion will remain on the order book until it is filled, canceled, or expires. There is a risk that the order will not be filled if the market does not reach the specified limit price. The price at which a limit order is filled depends on the limit price specified by the trader and the market conditions at the time the order is placed.

6.1.4 Conflicts of Interest

MaskEX is committed to transparency and integrity in all our activities. We disclose any actual or potential conflicts of interest and manage them through robust policies [Privacy and Cookies Policy - Conflict of Interest](#)

6.1.5 Policies and Procedures

- i) **Data Privacy:** MaskEX prioritizes client data protection. Our data privacy policies ensure that your information is secure and managed responsibly. For more details, please refer to [Privacy and Cookies Policy - Data Privacy](#)
- ii) **Whistleblowing:** We maintain a confidential whistleblowing policy for reporting unethical behavior. For more details, please refer to [Disclaimers - WHISTLEBLOWING POLICY](#)
- iii) **Client Complaints:** Our procedures for handling client complaints ensure timely

6.1.6 Virtual Asset Information

For more details about the Virtual Assets Information, please refer to [Market Information](#)

6.1.7 Protection of Virtual Assets

At MaskEX, we prioritize the security and protection of our clients' Virtual Assets. Here's how we ensure that your assets are securely deposited and your ownership rights are respected

6.1.7.1 Comprehensive Security Measures

i. Cold Storage

- a) Offline Storage: The majority of client assets are stored in cold storage, which is not connected to the internet, significantly reducing the risk of hacks and cyberattacks.
- b) Multi-Signature Wallets: Cold storage wallets utilize multi-signature technology, requiring multiple keys to authorize a transaction, enhancing security.

ii. Hot Wallet Management:

- a) Limited Exposure: Only a small portion of assets necessary for daily transactions is kept in hot wallets.
- b) Real-Time Monitoring: Hot wallets are monitored in real-time for any suspicious activity, ensuring quick responses to potential threats.

iii. Encryption

- a) Data Encryption: All sensitive data, including private keys and transaction information, is encrypted using advanced encryption standards to prevent unauthorized access.
- b) Communication Encryption: Communications between clients and MaskEX servers are secured with SSL/TLS encryption to protect data during transmission.

iv. Two-Factor Authentication (2FA)

- a) Enhanced Account Security: Clients are required to enable 2FA to add an extra layer of security to their accounts, making it more difficult for unauthorized parties to gain access.

v. Regular Security Audits:

- a) Third-Party Audits: We conduct regular security audits by reputable third-party firms to identify and address potential vulnerabilities.
- b) Internal Audits: Our internal security team performs continuous audits and assessments to ensure compliance with the latest security standards.

vi. Insurance Coverage

- a) Asset Insurance: MaskEX maintains insurance coverage to protect against potential losses due to theft, hacking, or other security breaches.
- b) Client Protection: This insurance policy provides an additional layer of protection for client assets stored on our platform.

6.1.7.2 Ensuring Ownership Rights

i. Clear Asset Segregation

- a) **Individual Accounts:** Client assets are held in segregated accounts, ensuring that each client's assets are kept

separate from the company's assets and those of other clients.

b) **Transparent Ledger:** A transparent ledger system tracks all transactions and holdings, ensuring clients can verify their ownership at any time.

ii. Compliance with Regulations

a) **Regulatory Adherence:** MaskEX complies with all relevant regulatory requirements to ensure the legal protection of client assets.

b) **AML/CFT Measures:** We implement stringent Anti-Money Laundering (AML) and Counter-Terrorism Financing (CFT) measures to prevent illicit activities and protect client assets.

iii. User Control:

a) **Withdrawal Policies:** Clients have the ability to withdraw their assets at any time, subject to our security protocols, ensuring they retain control over their holdings.

b) **Access Rights:** Clients maintain ownership rights and control over their Virtual Assets, with full transparency on asset movements.

6.1.8 Price Determination

At MaskEX, transparency and fairness are at the core of our operations. Here's how we determine the prices of the Virtual Assets we quote to our clients

6.1.8.1 Price Determination Methodology

i. Market Aggregation

a) **Multiple Sources:** We aggregate prices from multiple reputable exchanges and liquidity providers. This ensures that the prices quoted are reflective of the broader market.

b) **Data Integration:** Our system integrates real-time data from these sources to provide the most accurate and up-to-date prices.

ii. Order Book Dynamics

a) **Bid-Ask Spread:** The prices are influenced by the bid-ask spread in our order book, which is continuously updated based on the orders placed by buyers and sellers.

b) **Liquidity:** High liquidity in the order book generally leads to tighter spreads and more competitive pricing.

iii. Volume-Weighted Average Price (VWAP)

a) **VWAP Calculation:** We utilize the Volume-Weighted Average Price to ensure fair pricing. VWAP is calculated by taking the total dollar amount of all trades and dividing it by the total trading volume over a specific period.

b) **Time Frames:** Different time frames (e.g., 1 minute, 5 minutes) are used to calculate VWAP, providing a balanced price that accounts for recent trading activity.

iv. Algorithmic Adjustments:

- a) **Price Algorithms:** Advanced algorithms are employed to adjust prices based on real-time market conditions, such as sudden volatility or large trades.
- b) **Anomaly Detection:** The algorithms detect and correct for anomalies or outliers to prevent abnormal price swings.

v. **Market Conditions**

- a) **Supply and Demand:** Prices are fundamentally driven by the supply and demand dynamics of the Virtual Assets in the market.
- b) **Market Sentiment:** External factors such as news, events, and market sentiment also play a role in influencing prices.

vi. **External Benchmarks:**

- a) **Reference Prices:** We use benchmark prices from established indices and market data providers to cross-check and validate our quoted prices.
- b) **Regulatory Compliance:** Ensuring that our pricing methods comply with regulatory standards and industry best practices.

vii. **Ensuring Fair Pricing**

- a) **Transparency:** MaskEX is committed to providing transparent pricing mechanisms. We regularly review and update our pricing models to ensure they are fair and reflective of the market.
- b) **Client Communication:** We communicate any significant changes in our pricing methodology to our clients promptly.
- c) **Audit and Oversight:** Our pricing algorithms and methodologies are subject to regular audits and oversight to ensure integrity and compliance.

6.1.9 Code of Conduct for Trading Venue Participants

6.1.9.1 Publication and Enforcement

MaskEX has a code of conduct for all participants on our trading venue, which is published and strictly enforced.

6.1.9.2 Disciplinary Actions

We have the authority to take disciplinary actions if participants breach any Regulations, Rules, or Directives, including: a)

Warnings

- b) Reprimands
- c) Training requirements
- d) Setting qualification minimums
- e) Implementing remediation plans
- f) Conducting compliance audits
- g) Requiring restitution
- h) Imposing contractually agreed penalties
- i) Placing conditions on trading
- j) Prohibiting trading
- k) Suspending or restricting trading activities
- l) Expulsions
- m) Cancelling a client's orders and outstanding instructions
- n) Reporting breaches to VARA
- o) Making criminal referrals

6.1.9.3 Authority of VARA

The Virtual Assets Regulatory Authority (VARA) can pursue additional remedies or disciplinary measures and may delegate enforcement to MaskEX with written consent.

6.1.9.4 Disclosure and Acceptance

Our code of conduct and trading rules are disclosed to all relevant entities. Clients [https://maskex.zendesk.com/hc/en-](https://maskex.zendesk.com/hc/en-us/articles/4410643868817/p...oxNzIxODkxNDgwFQ.s1AffxJ7YeASM1hiLh_JiFXLwt7WJ7PhAXe08u-RMp0)

[us/articles/4410643868817/p...oxNzIxODkxNDgwFQ.s1AffxJ7YeASM1hiLh_JiFXLwt7WJ7PhAXe08u-RMp0](https://maskex.zendesk.com/hc/en-us/articles/4410643868817/p...oxNzIxODkxNDgwFQ.s1AffxJ7YeASM1hiLh_JiFXLwt7WJ7PhAXe08u-RMp0) must accept these rules in the Client

Agreement according to applicable laws.

7) Transaction Management and Fees

7.1 This platform will provide services for your transactions and will charge necessary service or management fees in accordance with relevant documents, agreements and/or relevant rules and instructions on the page of this platform during the service process. For details, please refer to this agreement and our Rate Standard on our webpage.

7.2 We reserve the right to amend, modify or revise from time to time. You agree that this platform has the right to adjust specific matters such as the type or amount of the aforementioned services or management fees from time to time and make announcements and modifications in accordance with this agreement and relevant rules. If you continue to use the services of this platform, you are deemed to agree to the updated terms.

For Further Details, The user may refer to the detailed [MaskEX Rate Fees Standard](#)

8) Service Change, Interruption or Termination

8.1 Termination

Unless this platform unilaterally terminates this agreement or you apply to terminate this agreement and the platform agrees, this agreement will remain valid. If you violate this agreement, relevant rules, any laws or regulations, or we reasonably suspect that you are involved in illegal or improper behavior in the process of using our services, or at the request of government departments, this platform has the right to terminate this Agreement, close your account or restrict your use of this platform without any notice. However, the termination of this platform cannot exempt you from unfulfilled obligations under this agreement or other agreements generated on this platform.

8.2 Termination by You

If you wish to terminate this Agreement for whatever reason, you can do so by notifying us immediately at support@maskex.com. In doing so, your account will be closed off in a few days, provided that there are no outstanding obligations towards us or any relevant third party in connection with us.

8.3 If you find that a third party has fraudulently used or misappropriated your user account and password, or any other unauthorized use, you should immediately notify the platform in an effective manner and request the platform to suspend related services. All liabilities, losses, damages, claims, expenses or expenses arising from or related to the use of your account (whether authorized or not) shall be borne by you.

8.4 Network Interruption

In view of the particularity of network services, you agree that this platform has the right to change, interrupt or terminate some or all of the network services at any time without prior notice to you, and without any liability to you or any third party.

8.5 You understand that this platform needs to overhaul or maintain the platforms that provide network services (such as Internet websites, mobile networks, etc.) or related equipment on a regular or irregular basis, if such circumstances cause network services to be interrupted within a reasonable time, this platform will send out notices as soon as possible, but it does not need to bear any loss, damage, compensation or liability caused by this.

8.6 This platform has the right to decide at its sole discretion to suspend or terminate the provision of all or part of the services under this agreement, remove or delete registration data, or take any remedial or temporary measures (including but not limited to cancellation, cancellation of transactions and account freezing), no notice is required, and no responsibility is required to you or any third party. Without affecting the generality of the aforementioned rights, we may exercise this right under the following circumstances:

- a) This platform believes that the personal information you provide is not authentic, valid or complete;
- b) When this platform finds or suspects that you have abnormal transactions, illegal transactions or unusual activities;

- c) The platform believes that your account is suspected of money laundering, cashout, pyramid schemes, fraudulent use, or other situations that the platform believes to be risky;
- d) This platform believes that you have violated this agreement;
- e) You fail to pay the corresponding service fee to this platform when using the paid network service;
- f) This platform finds that your account has been accessed without authorization, or your account is restricted by government procedures, criminal/supervisory investigations or any pending litigation;
- g) Other situations where this platform determines by its sole discretion to suspend, interrupt or terminate the provision of all or part of the services under this agreement and the removal or deletion of registration data.

8.7 You agree that the suspension, interruption, termination of your account, or any other measures we take based on the foregoing terms, will not relieve you of your responsibility, and you shall still be liable for possible breach of contract and compensation for damages during your use of the platform's services or any other responsibilities, and this platform can still keep your relevant information.

8.8 If your registered free network service account is not actually used for any consecutive 90 days, the platform has the right to delete the account and stop providing you with relevant network services.

9) Rules of Conduct

9.1 Account Information

- a) When you apply for platform services, you should provide accurate personal information in accordance with the relevant rules of this platform. If there is any change in your personal information, you should update it in time by contacting us.
- b) You should not transfer or lend your account number and password to others. If you find that your account has been illegally used or obtained by others, you should notify the platform immediately. This platform does not assume any responsibility for the illegal use of accounts and passwords by others due to viruses, hacking or your negligence in custody.

9.2 Service Operation Specification

You should abide by laws, regulations, regulatory documents and policy requirements to ensure the legitimacy of all digital currency sources in your account. Unless permitted by law or written permission by this platform, you must not engage in the following behaviors when using the platform and related services:

- a) Use the services of this platform to conduct any behavior that may adversely affect the normal operation of the Internet or mobile network;

- b) Use the services provided by the platform to upload, display or disseminate any false, harassing, slanderous, abusive, intimidating, vulgar, obscene, violent, or any other information that violates laws and regulation.
- c) Use the platform service system to conduct any behavior that is not conducive to the platform;
- d) Infringe upon the legal rights of third parties such as reputation rights, portrait rights, intellectual property rights, and trade secrets, or infringe anyone's commercial interests;
- e) Induce other users to click on linked pages or share information. Use platform accounts and any functions, and third-party operating platforms to promote without the written permission of the platform, or publish commercial advertisements that are not approved by the platform;
- f) Making and publishing methods and tools related to the above behaviors, or operating or disseminating such methods and tools, regardless of whether these behaviors are for commercial purposes;
- g) Other behaviors that violate or may violate laws and regulations, infringe on the rights of any third party, or interfere with the normal operation of the platform.

9.3 You promise to abide by all the digital currency trading rules of this platform, including but not limited to: **i. Browsing**

of your Transaction Information

When you browse the digital currency transaction information on this platform, you should carefully read all the content contained in the transaction information, including but not limited to digital currency prices, entrusted amounts, handling fees, buying or selling directions, and you fully accept that the transaction information contains You can click the button to trade after all the contents of.

ii. Submit transaction commission

You can submit a transaction commission after viewing the transaction information and confirming that it is correct. After you submit a transaction entrustment, you authorize this platform to act on your behalf for the corresponding transaction matching. This platform will automatically complete the matching transaction when there is a transaction that meets your entrusted price without notifying you in advance.

iii. Viewing transaction details

You can view the corresponding transaction records through the account transaction details to confirm your detailed transaction records.

iv. Revocation/modification commission

You have the right to revoke or modify the order at any time before the matching transaction is reached.

Revocation/modification commission - You have the right to revoke or modify the order at any time before the matching transaction is reached.

9.4 This platform has the right to review and supervise your use of platform services (including but not limited to reviewing the content you store on the platform). If you violate any of the above regulations when using platform services, this platform has the right to request you for correction or remedy (if possible), and the right to directly take all necessary measures (including but not limited to changing or deleting the content you posted, suspending or terminating your right to use network services) to reduce the impact of your behavior.

9.5 If the market price is within the range of your order, the order you placed in the trading system will usually be executed during the normal operation period. However, even if the market price is within your range when you place it or open it in other ways, we cannot guarantee that your order will be executed. If you place an order at with the trading system during the planned or unplanned downtime, once we resume operations, it will be processed on a commercially reasonable basis. We reserve the right to reject or cancel orders that have been placed and/or orders that have not been placed during the shutdown period.

9.6 Orders may be subject to delays, difficulties and/or conditions beyond our control, which may affect the transmission or execution of the order, including but not limited to mechanical or electronic failures or market congestion. We shall not be liable for this.

10) Intellectual Property

10.1 Unless otherwise specified, all content on this platform is the property of MaskEX and our affiliate companies, and is protected by copyright, patents, trademarks, and other applicable laws.

10.2 The trademarks, product names, service marks, and company logos of MaskEX used on this platform are the property of MaskEX and their respective owners. The software, applications, text, images, graphics, data, prices, transactions, charts, graphics, and audio-visual materials used on this website and platform belong to MaskEX. The trademarks and other content of this platform shall not be copied, reproduced, modified, reprinted, uploaded, posted, transmitted, captured, collected, or distributed in any form or method, whether it is achieved automatically or manually.

10.3 It is strictly forbidden to use any content of our platform for any other purpose in any other website or network computer environment; any such unauthorized use may violate copyright, patent, trademark and any other applicable laws, and may result in criminal or Civil penalties.

10.4 MaskEX is a trademark of the platform, and no user or third party may use it without the written authorization of the platform.

10.5 MaskEX supports the protection of intellectual property rights. If you wish to make a trademark claim for the infringement of a valid registered trademark or service mark you hold, or if you wish to make a copyright claim for materials that you hold genuine copyrights, please send an email to legal@maskex.com

11) General Disclaimer

11.1 You understand that this platform allows you to use our services, provide you with related services, and enable you to buy, sell or store digital assets, which does not constitute and should not be construed by you as providing you with investment

advice. This platform does not provide investment advice, tax advice, legal advice, or other professional advice. We do not recommend and/or support you to buy or sell digital assets and/or any investments. Before engaging in any trading activities, you should consult a qualified professional.

11.2 The services we provide to you through us are strictly provided on the basis of

"as is", "if any" and "existing". The company does not make representations or warranties regarding the accuracy, completeness, timeliness, non-infringement, marketability, and suitability of the information or services contained in the company. Under no circumstances will the company be liable for any loss or damage caused by any decision or action taken by you or any other person due to the use of us, its services or the information contained therein. Regardless of whether the situation is due to:

inaccurate or incomplete information, delays, interruptions, errors or omissions; or due to negligence or unexpected circumstances, the company's information extraction, compilation, interpretation, calculation, reporting, or Any loss or damage caused by delivery; or any loss or damage caused by the omission of the data contained in this platform or the products or services provided to users, regardless of whether the circumstances that caused such causes are in the company.

11.3 The company will not be liable for any direct, special, indirect, consequential or incidental damages or any other damages of any kind (including direct or indirect loss of profits) to the user or any other person (whether related to tort or contract), even if the company or any other relevant person has been informed of the possibility. This limitation of liability includes, but is not limited to, the transmission of any viruses that may infect user equipment, mechanical or electronic equipment or communication line failures, telephone or other interconnection issues, unauthorized access, theft, operator error, strikes or other labor issues, or any force majeure. The company cannot and will not guarantee that you can continuously, uninterrupted or safely use our service at all times.

11.4 Marketing Campaign Disclaimers

From time to time, we run Marketing Campaign which intended for informational and educational purposes only. It is not intended to provide investment advice or to solicit the purchase of cryptocurrency. Cryptocurrency is a highly volatile and speculative investment that involves a high degree of risk. Before making any investment decision, you should carefully consider your investment objectives, level of experience, and risk tolerance. You should also be aware of the potential risks associated with cryptocurrency, including but not limited to market volatility, liquidity risk, and cybersecurity risk. The information contained in this marketing campaign is believed to be accurate and reliable, but no representation or warranty is made, express or implied, as to its accuracy, completeness, or correctness. We do not guarantee the accuracy, timeliness, reliability, suitability, availability, or completeness of any information in this marketing campaign and are not responsible for any errors or omissions, or for the results obtained from the use of such information. By participating in this marketing campaign, you acknowledge and agree that you are solely responsible for any investment decisions you make, and you agree to indemnify and hold us harmless from any and all claims, losses, damages, and expenses arising from your use of the information provided in this marketing campaign. We reserve the right to modify or terminate this marketing campaign at any time without prior notice. Any such modifications will be effective immediately upon posting to our website.

11.5 Service Usage Disclaimer

There may be case where under the influence of unexpected factors, such as system failures, network reasons, denial of service attacks (DDoS) and other hacking attacks, abnormal transactions, market interruptions, or other possible abnormal

situations, where we have the right to cancel the abnormalities according to the actual situation. Transaction results and roll back all transactions in a certain period of time, without any responsibility to you or any third party.

11.6 We strictly prohibit any improper trading behavior. We have the right to warn against all unethical behaviors such as malicious price manipulation and malicious influence on the trading system, and when necessary, we shall use restrictions on transactions, suspend transactions, cancel transactions, reverse cancellations of completed transactions, freeze accounts, and rollback periods when necessary. Trading and other means to eliminate adverse effects without any responsibility to you or any third party.

11.7 Fork Event of a supported cryptocurrency

In the event that a previously supported virtual asset undergoes a fork or other change to its underlying source code that would affect our ability to support the asset, all proper considerations will be taken in order to measure the potential impact on the platform and you. We may take action such as:

i. Suspension of Trading

If we determine that the fork or code change poses a significant risk to the security or stability of our platform or our customers' assets, we may suspend trading of the affected virtual asset until we can ensure that it is safe to resume trading.

ii. Fork/Chain Support

If we determine that the fork or code change does not pose a significant risk to our platform or our customers' assets, we may choose to support both the original chain and the forked chain, allowing our customers to continue trading both versions of the virtual asset. ii. Delisting

If we determine that the fork or code change poses a significant risk to our platform or our customers' assets, or if there is no longer sufficient demand for the virtual asset, we may choose to delist the virtual asset from our platform entirely.

11.8 General Exclusion. In addition and without prejudice to any other rights or remedies that MaskEX may have (under these Terms of Service, at law or otherwise), as long as MaskEX acts in good faith, it shall not be liable to you in any way for any Loss suffered by you, including, without limitation, any Loss resulting from default, insolvency or analogous proceedings of, or action or inaction by any intermediary (including wrongful or unlawful action or inaction) or in any other way suffered and/or incurred by you under or in connection with the usage of all MaskEX Products and Services. MaskEX shall only be liable to you if MaskEX has acted fraudulently or in willful default. Without prejudice to the generality of the previous provision, MaskEX shall not under any circumstances be liable to you for any indirect or consequential Loss, anticipated profits, or punitive damages.

12) General Risks and Warning

12.1 The digital currency market is volatile, and/or may not grow.

12.2 Digital assets are not money or legal tender

Digital assets such as Bitcoin and Litecoin are not backed by any government or central bank. At different times, we may have some insights into the supervision methods adopted by various government agencies; however, we will always comply with the rules and regulations of the countries in which we operated in;

12.3 We regularly discuss with regulators and peers the best way to supervise digital asset business. In addition, we do not accept certain customers. In order to maintain a good reputation in the market and ensure a strong compliance market, if your country or region belongs to a regulatory jurisdiction that specifically prohibits digital asset trading or is included in the list of relevant sanctioned countries, you should prohibit the use of this Services under the website;

12.4 We cooperate with government agencies and comply with applicable regulations. As a good corporate citizen, law enforcement agencies may require us to provide information, and if the law allows law enforcement investigations to track down and prevent illegal activities, we will provide assistance. This also means that our platform is only suitable for law-abiding customers. We hope to provide you with services. At the same time, we also hope that you can act legally and legally on our platform;

12.5 Digital currencies are mainly used by speculators in large numbers and is relatively used less in retail and commercial markets as of now. Digital currency transactions are extremely risky. They are traded 24 hours a day without any restrictions on fluctuations, and their prices are easily affected by government policies and other factors;

12.6 Due to the formulation or modification of national laws, regulations and regulatory documents, digital currency transactions may be suspended or prohibited at any time;

12.7 Digital currency trading has extremely high risks. You understand that this investment may cause partial or total loss, so you should decide the amount of investment based on the degree of loss you can bear. You understand and understand that digital currency will generate derivative risks, so if you have any questions, it is recommended that you seek the assistance of a financial advisor first. In addition to the risks mentioned above, there will also be unpredictable risks. You should carefully consider and use clear judgment to evaluate your financial situation and the above risks before making any decision to buy or sell digital

the losses arising therefrom. This platform does not bear any responsibility for this;

12.8 In any and all circumstances, we shall not be liable for any punitive, indirect, incidental, special or joint loss or damage arising from the use of the platform, including but not limited to indirect personal Damage, loss of commercial profit, interruption of transaction, loss of commercial information or any other related loss of profit;

12.9 There is a risk of loss in investing, and we do not assume any responsibility for the losses incurred by customers' investment activities;

12.10 Due to malicious attacks by Internet hackers, network server failures and other unpredictable factors, market information and other securities-related information may have errors or delays;

12.11 The information, market data, charts, diagrams, news, posts, comments, opinions, financial data, shareholder analysis, valuation analysis (collectively referred to as "information") contained in our APP are all from accurate and timely resources. Neither us nor our affiliates nor its content providers can:

- (i) Make any statement or guarantee regarding the reliability, accuracy or completeness of the information;
- (ii) Ensure that any information contained in the App is uninterrupted or error-free; or
- (iii) Will bear any responsibility for the use or dissemination of any such information

12.12 Where permitted by law, we nor our Affiliates clearly states that we will not directly, indirectly, special, accidentally, consequently or penalize individuals or entities based on the information contained on the App. Loss or damage of nature, including but not limited to any errors or omissions in the information contained in the App, and assumes any responsibility or legal responsibility to anyone.

12.13 The above information: -

- (i) are for reference only;

- (ii) does not constitute a recommendation for any financial product;(iii) unless expressly authorized, it shall not be copied or re-distributed; and
- (iv) can be withdrawn from time to time.

12.14 The above information is not intended and does not constitute an offer or active solicitation to purchase or sell any financial instrument. The value and return of investment may rise or fall. Past performance cannot guarantee future performance.

12.15 The customer's network terminal equipment and software system may be subject to illegal attacks or virus infections, resulting in failure to issue or failure of the commission. If the customer's network terminal equipment and software system are not compatible with the online transaction system provided by us which results in the failure to place the order or failure of the commission, the customer can seek the user support, and report the situation and obtain Technical Support. However, we cannot guarantee any financial compensation for (entrusted) failure caused by uncontrollable circumstances.

12.16 The entire content of this agreement is made in accordance with relevant laws, and its establishment, interpretation, content and execution are subject to relevant laws and regulations; if users of this website violate the provisions of this statement and violate relevant laws, this website serves as a service provider, It is obligated to improve the rules and services of the platform, but this site does not violate the motives and facts of relevant laws, and does not bear any joint and several liability for the actions of users.

13) Anti-Money Laundering and Law Enforcements

➤ AML/CFT Policy

MaskEX (“Us” or “We”) prioritizes combatting of Money Laundering, as well as Terrorist Financing (“AML/CFT”) and it is our duty to ensure a high level of risk control and mitigation is practiced in order to maximize our efficiency in dealing with AML/CFT matters.

What is Money Laundering?

Money laundering is the process where money and property generated by criminal activities is disguised as coming from a legitimate source. There are three stages in the money laundering process:-

1. **Placement** involves placing the proceeds of crime in the financial system.
2. **Layering** involves converting the proceeds of crime into another form and creating complex layers of financial transactions to hinder the audit trail and disguise the source and ownership of funds.

3. **Integration** involves placing the laundered proceeds back in the economy to create the perception of legitimacy. Money laundering starts with the proceeds of crime from a predicate offence. A predicate offence includes but is not limited to tax evasion, illegal drug trafficking, bribery, fraud, forgery, murder, robbery, counterfeit money, stock manipulation, and copyright infringement. A money laundering offence can include property or proceeds derived from illegal activities that took place outside Canada.

Terrorist financing is defined as the financing and supporting of an act of terrorism and commissioning as well as the financing and supporting of travel for the purpose of terrorism.

Relevant jurisdictional laws, as well as recommendations from the Financial Action Task Force (“FATF”) requires us to implement effective internal mechanisms to prevent money laundering, terrorist financing and other further illegal activities.

Scope of AML/CFT Policy

- Internal Compliance Management
- Compliance Officer;
- Employee Training;
- Verification Procedures;
- Monitoring, risk assessment and risk-based approach;
- AML/CFT program audit.

Internal Compliance Management

Our Internal Legal Compliance management and procedure are designed to ensure full efficiency in the application of the AML/CFT Policy. The procedures (summary) are as follows:-

- Customer Identity Verification** – we work to establish customer's identity and verifying the information provided;
- Transaction Monitoring** – we consistently ensure that unusual transactions by unusual Users are reported;
- Reporting** - we identify unusual activity and facilitating the reporting of suspicious activity (SAR/STR);
- Record Keeping** – we document customer information and transactional history.

Compliance Officer

The Compliance Officer is the individual and lawfully authorized by the Company, whose job is to oversee Policies are properly implemented and enforced. The Compliance Officer is in charge of all areas of the Company's anti-money laundering and counter-terrorist financing operations (AML/CFT), including but not limited to:

- Gathering information about users' identities.
- Developing and revising internal policies and protocols for completing, reviewing, submitting, and retaining all reports and records required by relevant laws and regulations.
- Keeping track of transactions and looking into any noteworthy deviations from the norm.
- Putting in place a recordkeeping system to ensure that papers, files, forms, and logs are properly stored and retrieved.
- Continually updating risk assessments.
- Providing information to law enforcement as needed by applicable laws and regulations.
- Maintains all of the required AML records and will ensure that the relevant reports are filed with relevant authority when appropriate..

The Compliance Officer is entitled to interact with law enforcement, which are involved in prevention of money laundering, terrorist financing and other illegal activity.

Training

All employees receive a full AML/CFT training. Training is conducted at least once every twelve (12) months to ensure that trainees are informed and act in compliance with all applicable laws and regulations. New employees pass relevant training before commencing to work. Training program is updated regularly to reflect current laws and regulations.

Verification Procedures

Verification - MaskEX establishes its own customer verification procedures within industry standards of AML/CFT.

Due Diligence - MaskEX always conduct due diligence and KYC before onboarding any user, third party vendor, contractors and clients.

KYC – During the KYC Process and due diligence of a certain someone, MaskEX ensures that these documents provided are valid, and then checked against worldwide sanction list, PEP list as well as various name check using our tool.

Monitoring, risk assessment and risk-based approach

MaskEX carries out customer's transactions monitoring, risk-assessment and suspicious activity detection using our tool.

Our risk assessment and approach ensures that ongoing transaction monitoring is conducted to detect transactions which are unusual or suspicious depending on customer profile.

Determination of suspicion will be on a subjective assessment based on Users KYC, profile, behavior and many more indication.

Inconsistent behavior and transaction may be considered to be suspicious. It is the duty of the Compliance Officer to review and investigation in order to determine whether a Suspicious Activity Report (or STR) is needed or not.

Once a report is filed with the relevant regulatory body, a copy of filing documentation is maintained. The Report filing will always be confidential unless requested by legal enforcements.

AML Audit

The Compliance Officer is responsible for conducting AML/CFT audit at least annually. Other audit demands are set in internal policies and procedures

Storage of Data

MaskEX will retain the originals or copies of the documents, which serve as the basis for identification and verification of any persons. All records are retained for no less than (5) years and are available upon official request by the relevant Regulatory Body.

➤ Law Enforcement Guidelines

MASKEX: GUIDELINE FOR LAW ENFORCEMENTS

MaskEX strives to fully cooperate with Law Enforcements and Government Officials (hereinafter referred to as “Law Enforcements”). This guideline is intended for Law Enforcements that are gathering information and evidence from MaskEX for ongoing criminal investigations. DISCLAIMER: This guideline is subjected to change from time to time, without any notice.

1. Access to MaskEX Law Enforcement Enquiry Portal

If you are someone from the Law Enforcement or Government Official, please visit this link to access the Enquiry Portal: [**MASKEX LEGAL ENFORCEMENT ENQUIRY**](#)

2. General Information

- i) Requests made in the Enquiry Portal will be generally reviewed and approved by MaskEX within five (5) business days.
- ii) After approval, Law Enforcements may again submit request for any other information and document and any queries must be related to the course of MaskEX business.
- iii) PLEASE NOTE that requests MUST be accompanied by copies of the official supporting documents (e.g. as Police order, warrants, court orders from any competent jurisdiction).
- iv) MaskEX will preserve the documents sent by Law Enforcements for 90 days unless stated otherwise.
- v) MaskEX may notify the relevant user on the disclosure of the relevant information, unless specified in any supporting document.
- vi) This Enquiry Portal is not intended for civil proceedings or any other private investigations/private parties.

3. Privacy Policy

To properly conduct and comply with Legal Enforcements, MaskEX will collect, uses and stores records of users in accordance with MaskEX Terms of Use and Privacy Policy. Further information such as information collected can be found at ([**Privacy and Cookies Policy**](#))

Please note that this is subject to change without notice.

14) Compensation for Breach of Contract

If you violate relevant laws, rules, regulations, third-party rights, any content under this agreement, or use all or part of the services provided by the platform, any claims, requirements, litigation, damages, losses, costs or All costs (including but not limited to reasonable attorney fees) are borne by you, and you agree to compensate this platform and protect this platform from damage.

15) Service of Notice

15.1 If the notice under this agreement is made by publicity, it will be deemed to have been served once it is publicized on this platform. In addition, other exclusive notices issued to you will be provided by the platform to the email address you provided during registration, or the in-site message system column set by the platform in your personal account for you, or you after registration, it will be sent to the mobile phone bound to this platform. Once sent, it will be deemed to have been delivered. Please pay close attention to your e-mail address, the messages in the message system column of the site, messages, and SMS messages in your mobile phone.

15.2 You agree that for the purpose of providing services to you, this platform can send relevant notifications or reminders to your e-mail address, in-site message system column and mobile phone; if you are unwilling to receive it, please set it in the corresponding system section of this platform. However, you also agree and confirm that if you set not to receive relevant notifications or reminders, you may not receive such notifications. You may not claim that the relevant notifications have not been delivered because you have not received or read the notifications.

16) Disclosure to statutory bodies and recognized financial institutions

Under the following circumstances, we may share your personal data with law enforcement agencies, data protection agencies, government officials, regulatory authorities or other agencies if we are compelled by the law such as subpoenas, court orders or other legal procedures. We may also disclose information if we believe that the disclosure of information is necessary to prevent damage or financial loss or report suspected violations requires disclosure as well as if Disclosure is deemed necessary to investigate violations of this agreement.

17) Applicable Law and Jurisdiction

Any disagreement arising out of or relating to these Terms or the Platform, including any question regarding its validity, existence, or termination, shall be referred to and finally resolved by arbitration in the United Arab Emirates (UAE) in accordance with the Arbitration Rules of the Dubai International Arbitration Centre (DIAC) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The arbitration tribunal shall consist of one (1) arbitrator. The language used in the arbitration proceedings shall be English. The seat of the arbitration shall be in the UAE. Any award made by the arbitration tribunal shall be final and binding on the parties and may be enforced in any court of competent jurisdiction. Both parties shall continue to fulfill their obligations hereunder during the pendency of the arbitral proceedings.

18) Other Agreements

18.1 This platform has the final right to interpret this agreement within the scope permitted by law. The relevant terms of this agreement and the relevant pages of this platform can be referred to each other. If there is a different understanding, the agreement shall prevail. In addition, if some of the agreements in this agreement are deemed invalid or unimplementable, the other agreements in this agreement are still valid.

18.2 If there is any conflict between these terms and any other agreement that you may reach us at: -

support@maskex.com legal@maskex.com

18.3 Any failure to implement or delay the implementation of this clause or the exercise of the rights under this agreement by us shall not be regarded as a waiver of our rights.

18.4 If there is any conflict between the content of this agreement and the English version, the English version shall prevail.