

## MaiCoin 使用條款

The owner of MaiCoin website (<https://www.maico.in.com>) (the “Site”) is Modernity Financial Holdings, Ltd. Modernity Financial Technologies, Ltd. (現代財富科技有限公司) (the “Company”), is responsible for R&D, maintaining the Website and provides users with customer services. The Company provides services in relation to certain digital currencies, like BitCoin or Ethereum (the “Digital Currency”), for its users through the Site (the “MaiCoin Services”).

MaiCoin網站（即<https://www.maico.in.com>，下稱「本網站」）之所有者為開曼群島商現代財富控股公司 (Modernity Financial Holdings, Ltd.)，而由現代財富科技有限公司（下稱「本公司」）負責研發、維護本網站及提供用戶者客戶服務等。本公司透過本網站為其用戶提供特定數位貨幣如比特幣或以太幣等（下稱「數位貨幣」）之服務（下稱「MaiCoin服務」）。

The following terms and conditions (“Terms of Use”) is a contract between all users of the MaiCoin Services and this Site (referred to herein as “user”, “you” or “your”) and the Company and apply to your access and use of the MaiCoin Services and this Site.

以下條款和條件（下稱「本使用條款」）構成使用MaiCoin服務的所有用戶（下稱「用戶」、「您」）和本公司之間的契約，並適用於您進入和使用MaiCoin服務和本網站的情形。

THESE TERMS OF USE AND MAICOIN PRIVACY POLICY GOVERN YOUR ACCESS TO AND USE OF MAICOIN SERVICES AND THIS SITE BY ANY MEANS INCLUDING BUT NOT LIMITED TO VIA ANY DEVICES OR SERVICES PROVIDED BY ANY OTHER THIRD PARTY. THEREFORE, PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING MAICOIN SERVICES OR THIS SITE, YOU ACKNOWLEDGE AND AGREE THAT: (A) YOU HAVE REVIEWED FOR A REASONABLE PERIOD, AND YOU FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THESE TERMS OF USE; AND (B) YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE OR ANY SUBSEQUENT AMENDMENTS, CHANGES, OR UPDATES, PLEASE DO NOT ACTIVATE OR ACCESS MAICOIN OR OTHERWISE ACCESS OR USE THIS SITE.

本使用條款和本網站的隱私權政策，適用於您以任何方式，包括但不限於透過任何其他第三方提供的任何設備或服務的方式，進入和使用MaiCoin服務及本網站的情形。因此，請仔細閱讀本使用條款。當您勾選同意遵守使用條款的選項後，您即確認並同意：(1)您已花費合理時間充分審閱且完全瞭解本使用條款的條款和條件；及(2)您同意受本使用條款的所有條款及條件的約束，始進入或使用MaiCoin服務或本網站。如果您

不同意使用本使用條款的任一條款及條件，請您切勿啟用或使用MaiCoin服務或以其他方式進入或使用本網站。

THESE TERMS OF USE IS A BINDING AGREEMENT BETWEEN YOU AND THE COMPANY, THE COMPANY RESERVES THE RIGHT TO UPDATE THESE TERMS OF USE AT ANY TIME. THESE TERMS OF USE MAY BE AMENDED, CHANGED, OR UPDATED BY THE COMPANY AT ANY TIME AND THE COMPANY WILL NOTIFY YOU OF THE CHANGES SO YOU MAY DECIDE WHETHER TO CONTINUE ACCESSING OR USING MAICOIN SERVICES OR THIS SITE PURSUANT TO THE SUBSEQUENT VERSIONS OF THESE TERMS OF USE. AFTER THE EFFECTIVE DATE OF ANY AMENDMENTS, CHANGES, OR UPDATES, IF YOU DO NOT AGREE TO ANY SUBSEQUENT AMENDMENTS, CHANGES, OR UPDATES, YOU WILL NOT BE ABLE TO USE ANY MAICOIN SERVICES AND THIS SITE, INCLUDING BUT NOT LIMITED TO EXCHANGE, SALE, TRANSMISSION AND RECEIPT OF DIGITAL CURRENCIES. THEREFORE PLEASE CONTACT MAICOIN SERVICE PERSONNEL SO THAT YOUR TERMINATION OF USE OF THIS SITE CAN BE PROPERLY PROCESSED.

本使用條款是您與本公司間具有拘束力的契約，且本公司可能會在任何時候修改本使用條款，但修改後會通知您，使您得以決定是否同意依據修改後之使用條款內容使用MaiCoin服務或進入或使用本網站。在本使用條款經過修改後，若您不同意本使用條款修改後之內容，您將無法使用MaiCoin服務與本網站（包含但不限於即時交易、傳送、接收數位資產服務），故請聯繫本公司之客服人員，以便進行終止MaiCoin服務之後續處理。

## **1. ACCEPTANCE OF TERMS OF USE**

By accessing or using MaiCoin Service and this Site by any means (including but not limited to via, devices or services provided by any other third party), you are deemed to accept and agree to be bound by the terms and conditions of these Terms of Use, which may be modified in accordance with Section 16(1) of these Terms of Use.

### **1. 接受使用條款**

透過以任何方式進入或使用MaiCoin服務或本網站（包括但不限於透過由任何其他第三方提供的設備或服務），您即同意受本使用條款的條款和條件的約束，本使用條款可能會依據使用條款第16(1)條進行修改。

## **2. ELIGIBILITY**

(1) You must have attained the age of majority and must be of full legal capacity under the laws applicable to you to access and use MaiCoin Services and this Site. By activating or accessing to or using MaiCoin Services and this Site, it is deemed that you agree to these Terms of Use and bear all legal and financial responsibility and liability for the activities or actions under your account. If you are a minor or a person of limited legal capacity, please do not access or use MaiCoin Services and this Site,

otherwise you and your parents or legal guardian shall be responsible for all legal and financial responsibility and liabilities resulting therefrom, and the Company shall have the right to claim against you and your parents or legal guardian for damages caused to the Company as a result of such access or use. In addition, the Company shall have the right to suspend, cancel, or terminate your user account and may block transactions or freeze funds under your user account. If you have accessed or used MaiCoin Services and this Site when you are still a minor or a person of limited legal capacity, your non-termination or continued access to or use of MaiCoin Services and this Site after you become a major or attain full legal capacity shall automatically constitute your agreement to all Terms of Use of this Site.

- (2) According to your citizenship and the regulations of the countries or areas that you are at (including but not limited to Japan, United States and European Economic Area), you may not be able to use part or all of the functions of the Site or the Company may reserve the right to provide the service of the Site. In addition, the Site may at any time refuse to provide services to the individuals, groups or areas set forth on the high risk or sanction list according to the relevant AML and CFT regulations and policies.

## 2. 使用資格

- (1) 您必須根據您適用的法律達到法定成年年齡且具備完全行為能力，才能進入和使用MaiCoin服務和本網站。透過啟用、進入或使用MaiCoin服務和本網站，您將被視為同意本使用條款，並同意對您或您的MaiCoin帳戶下的所有活動與行為承擔一切法律和財務責任。如果您根據您所適用的法律為限制行為能力人或無行為能力人，請勿進入和使用MaiCoin服務和本網站，否則您與您的法定代理人或法定監護人將承擔因您使用MaiCoin服務和本網站之一切法律和財務責任，及賠償本公司所有因此所受之損害。此外，本公司有權立即暫停、取消或終止您的MaiCoin帳戶並禁止交易或凍結資金。若您於限制原因消滅前即已開始使用MaiCoin服務或本網站，則您於限制原因消滅後，繼續使用MaiCoin服務或本網站者，即表示承認自您首次進入或使用MaiCoin服務和本網站起所有與本公司間所訂立之使用條款。
- (2) 根據您的公民身份以及您所在的國家或地區之法律規範（包括但不限於日本、美國或歐洲經濟區等），您可能無法使用MaiCoin 服務 或本網站得保留對您提供本網站的部分或所有功能。此外，本網站為遵循防制洗錢與打擊資助恐怖主義等相關規範與建議，得拒絕對與前開規範與建議所列之高風險或制裁名單之個人、團體或地區提供服務。

## 3. PRIVACY POLICY

The Company values your privacy. Please review our privacy policy at [<https://www.maico.in.com/privacy>] (“Privacy Policy”) to learn more about how we collect, process, and use your information.

## 3. 隱私權政策

本公司重視您的隱私。請進入[<https://www.maicoi.com/privacy>]（下稱「隱私權政策」）查看我們的隱私權政策，以深入了解我們如何收集、處理和利用您的資訊。

#### 4. ACCOUNT REGISTRATION AND SECURITY

##### 4. 帳戶註冊與安全

- (1) In order to use certain functions or features of MaiCoin Services and this Site, to protect the Company and the community from fraudulent users, and to keep appropriate records of the Company's customers, you are required to register a user account with this Site ([https://www.maicoi.com/sign\\_up](https://www.maicoi.com/sign_up)) first, and the same user account will allow you to be a registered user for accessing MaiCoin Services and this Site after you complete additional activation procedures. Please note that your registration with MaiCoin will be governed by the agreement or terms of use between MaiCoin and you. During the registration process with MaiCoin and the subsequent activation of your user account at this Site (“**MaiCoin Account**”), you will be required to provide certain personal information, including, but not limited to your name, telephone number, telephone bills, e-mail address, date of birth, government identification numbers/passport numbers, sex gender, nationality, and information regarding your bank account, and establish your user account and a password. MaiCoin implements certain KYC (know your customers) verifications procedures during your activation and subsequent access to or use of MaiCoin Services and this Site. Your access to and limits to MaiCoin Services may be based on the identifying information and/or proof of identity you provide to the Company. If your transaction(s) with this Site reaches the frequency or threshold(s) prescribed by the Company (which may be modified by the Company from time to time), you will be required to provide additional personal information to the Company so as to satisfy the Anti-Fraud, Anti-Money Laundering and Counter-Terrorist Policies and policies for maintaining the order of the market. If you do not agree to provide any such additional personal information to the Company, you will not be able to use this Site and/or the MaiCoin Services. For the purpose of this Terms of Use, “**Affiliates**” means, with respect to any entity, any other entity that directly or indirectly controls or is controlled by, or under direct or indirect common control with, such entity, and for the purpose of this definition the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
- (1) 為了使用MaiCoin服務和本網站的某些功能或特性及保護用戶免受詐欺或其他傷害，並為了保存用戶的適當記錄，您需要先行在本網站註冊帳戶（[https://www.maicoi.com/sign\\_up](https://www.maicoi.com/sign_up)），而該帳戶將允許您在完成其他啟用程序後成為使用MaiCoin服務和本網站的註冊用戶。請注意，您在本網站所註冊的

帳戶將受到本使用條款與您本公司間其他協議所拘束。在本網站進行註冊的過程中，以及在之後啟用MaiCoin帳戶的程序中，您將被要求提供某些個人資訊，包括但不限於您的姓名、電話號碼、電話帳單、電子郵件地址、出生日期、身分證號碼/居留證統一證號/護照號碼、性別、國籍和銀行帳戶資訊，並建立您的個人帳戶和密碼。本公司在您啟動和隨後進入或使用MaiCoin服務和本網站時，會執行KYC（了解您的客戶）驗證程序。您對MaiCoin服務的使用權限會依據您提供給本公司的個人資訊和身分證明資訊而決定。倘在您使用MaiCoin服務或您的MaiCoin帳戶之交易量達到一定之頻率或門檻後，本公司得要求您提供進一步個人資料予本公司以進行身分確認，以符合本網站對於反詐欺、反洗錢和反恐怖主義規定等與維護市場秩序之目的。如您不同意提供您的進一步個人資料，則您將無法使用本網站或MaiCoin服務一部或全部之功能。本使用條款所稱之「關係企業」係指就任一主體而言，其直接或間接地控制或受其控制之任何其他主體，或該主體直接或間接普遍控制之任何其他主體。為此定義，「控制」一詞（包含「控制」、「被控制」、「受...普遍控制」這些詞）意指擁有直接的或間接的權力去決定或實質決定一個主體的管理與政策，無論是透過擁有具有表決權之證券或藉契約或其他方式。

- (2) By activating your MaiCoin Account or accessing MaiCoin Services and this Site, you are deemed to agree to: (a) provide accurate, current and complete information about you and promptly update such information thereafter to keep it accurate, current and complete; (b) maintain the security of your identification; (c) accept all risks arising out of inaccurate, outdated or incomplete information; and (d) irrevocably grant the Company and its Affiliates, your personal information and other information in relation to your MaiCoin Account.
- (2) 透過啟用您的MaiCoin帳戶或使用MaiCoin服務和本網站，您即同意：(a)提供有關您的正確、最新和完整的資訊，並及時更新該資訊，以保持其正確、最新和完整；(b)保持身分證明的安全性；(c)接受由於不正確、過時或不完整的資訊所導致的所有風險；及(d)對本公司及其關係企業，不可撤回地授與關於您MaiCoin帳戶的個人資訊及其他資訊之存取權。
- (3) You hereby authorize the Company to, directly or through third parties, including, without limitation to, the Company and its Affiliates, relevant AML and CFT system and database and financial institutions that are in collaboration with the Company, make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., your name, address, past addresses, date of birth or re-issuance of identification card), to query and verify account information associated with your linked bank account (e.g., name or account balance), and to take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.

- (3) 您特此授權本公司，可以直接或透過第三方，包括但不限於本公司及其關係企業、相關防制洗錢及打擊資恐查詢系統與資料庫及合作之金融機構，進行任何我們認為必要的查詢以驗證您的身分及防止詐欺，包括查詢在公開報告中的身分資訊（例如您的姓名、現在或過去的地址或出生日期、身分證換發日期），以查詢和驗證與您關聯的銀行帳戶資訊（例如姓名或帳戶餘額），並可根據該查詢及報告的結果，採取我們合理認為有必要的措施。您進一步授權與該查詢或請求相關的任何和所有第三方，可以全面回應上述查詢或請求。
- (4) The Company reserves the right, at its sole discretion, (a) to refuse your registration or activation with MaiCoin Services and this Site; (b) to limit the number of user account that a single user may establish or maintain; (c) to suspend, restrict, or terminate your access to any or all of the MaiCoin Services and/or this Site when the Company suspects that you violate these Terms of Use, you engage in any inappropriate conduct or behavior or the activities or actions under your MaiCoin account are in accordance with the behavior pattern of any inappropriate conduct or behavior deemed by the Company; and (d) deactivate or cancel your MaiCoin Account and remove the Content (as defined in Section 8(3) herein) submitted under the MaiCoin Account without prior notice and at our sole discretion if (i) any information provided during the registration process or later is inaccurate, not current or incomplete; (ii) activities or actions under your MaiCoin Account is alleged to be infringing these Terms of Use or other agreements between you and the Company or falling under Prohibited Use set forth in Section 7(4) herein; (iii) a dispute has arisen between you and the Company that remains pending in a legal or judicial proceeding; or (iv) activities or actions under your MaiCoin Account is alleged to be infringing our Anti-Fraud, Anti-Money Laundering and Counter-Terrorist Policies or applicable law.
- (4) 本公司有權(a)拒絕您註冊或啟用MaiCoin服務和本網站；(b)限制單一用戶可以建立或維護的帳戶數量；(c)倘若本公司發現您或您於本網站帳戶下的活動或行為疑似有違反本使用條款、其他不正當之行為或被本公司認定符合不正當使用之行為模式時，暫停、限制或終止您使用任何或所有MaiCoin服務和/或本網站；(d)倘若(i)您在註冊過程中或之後所提供的任何資訊是不正確的、不是最新的或不是完整的；(ii)您的MaiCoin帳戶下的活動或行為，被本公司認定已違反本使用條款或其他您與本公司間的協議或被本公司認定您從事根據本使用條款第7(4)條定義之禁止行為；(iii)您與本公司就使用本網站或MaiCoin服務發生爭執進入司法程序等情事，足認雙方已欠缺繼續交易之信賴基礎；或(iv)您的MaiCoin帳戶下的活動或行為，被本公司認定已違反刑事或行政法律（包含但不限於反詐欺、反洗錢和反恐怖主義等法律規定），我們會停用或取消您的MaiCoin帳戶，並刪除您MaiCoin帳戶所提交的根據本使用條款第8(3)條定義之內容。
- (5) You should be responsible for your MaiCoin Account security, including, but not limited to maintaining adequate security and control of any and all IDs, passwords,



API keys or any other codes that you use to access to or associate with the MaiCoin Services and this Site. When choosing your user ID and password, please do not create it using easily identifiable or predictable information such as your birthday, telephone number or a recognizable part of your name. You must not share your MaiCoin Account or password with any other third party, knowingly or accidentally share, provide or make your MaiCoin Account or password available to any other third party, or otherwise enable any other third party to access or decipher your MaiCoin Account or password. In addition, you shall take necessary and reasonable measures to and due care in keeping your MaiCoin Account and password confidential and preventing your MaiCoin Account and password from being used by any other third party. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your MaiCoin Account by third-parties and the loss or theft of any Digital Currency and/or funds held in your MaiCoin Account and any associated accounts, including your linked bank account(s). Since you are the owner of your MaiCoin Account and password, and you are responsible for taking necessary and reasonable measures to keep your MaiCoin Account and password confidential, you agree to take sole responsibility for any activities or actions under your MaiCoin Account, whether or not you have authorized such activities or actions, except to the extent that you are able to prove that a third party is able to tamper with your MaiCoin Account by unauthorized access of our IT systems due to system deficiencies of the Company. If you believe your MaiCoin Account and password may have been disclosed to a third party, is lost or stolen or unauthorized transactions may have been conducted, you are responsible for notifying the Company ([info@maicoin.com](mailto:info@maicoin.com)) immediately.

- (5) 您應對您的MaiCoin帳戶的安全性負責，包括但不限於對任何和所有帳號、電子郵件地址、密碼、API密鑰或任何其他用來進入或連結MaiCoin服務和本網站的帳號與密碼等，維持足夠的安全性及控制性。當您選擇MaiCoin帳戶的名稱及密碼時，切勿使用可輕易辨識或猜測之資料，例如：您的生日、電話號碼、或您姓名中可辨識的字眼等。您不得與任何其他第三方分享或以任何方式有意或無意間洩漏您的MaiCoin帳戶或密碼，或使任何第三人得以猜測出您的MaiCoin帳戶或密碼。而且您應對MaiCoin帳戶和密碼採取必要且足夠的保密措施，並應積極防止您的MaiCoin帳戶和密碼被其他任何第三方使用。關於上述資訊或您的個人資訊的任何損失或洩漏，可能會導致第三方未經授權進入您的MaiCoin帳戶，並造成您的MaiCoin帳戶，包括任何相關聯的銀行帳戶中數位貨幣或資金遺失或遭竊。因您的MaiCoin帳戶之帳號與密碼為您所自行設定且您應負責採取必要且足夠的保密措施，因此無論您是否有授權該活動或行為，您同意對您的MaiCoin帳戶下的任何活動或行為承擔全部責任，但若您能證明第三方利用本公司電腦系統缺失而入侵本公司電腦系統，進而操作、竊改您的MaiCoin帳戶，則不在此限。倘您認為您的MaiCoin帳戶及/或密碼可能已為他人所知、或已遺失或遭竊，或可能已有交易擅自進行，您有責任立即通知本公司：[info@maicoin.com](mailto:info@maicoin.com)。

## 5. ANTI-FRAUD, ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST

The Company and its Affiliates, and the financial institutions that are in collaboration with the Company implement certain anti-fraud, Anti-Money Laundering and Counter-Terrorist policies and procedures (“**Anti-Fraud, Anti-Money Laundering and Counter-Terrorist Policies**”). Accordingly, The Company and its Affiliates, and the financial institutions that are in collaboration with the Company insist on a comprehensive and thorough customer due diligence process and implementation and ongoing analysis and reporting. This includes monitoring of suspicious transactions and mandatory or voluntary reporting to regulators. The Company needs to keep certain information and documentation on file pursuant to applicable laws, applicable policies and to fulfill contractual obligations to third parties, and the Company hereby expressly reserves the right to keep such information and documentation and to disclose such information and documentation to the financial institutions that are in collaboration with the Company or government authorities. This will apply even when you terminate your relationship with the Company, and vice versa, or abandon your application to have an account with the Company.

### 5. 反詐欺、反洗錢和反恐怖主義

本公司及其關係企業、合作之金融機構正施行相關反詐欺、反洗錢和反恐怖主義之法律規定、政策和程序（下稱「**反詐欺、反洗錢和反恐怖主義規定等**」）。因此，本公司及其關係企業、合作之金融機構堅持進行全面、徹底的客戶盡職調查程序及措施，以及持續性的分析和報告。這包括監控可疑交易，以及強制性或自願性向監理機構報告。本公司根據其適用的法律、政策以及履行與第三方的契約義務，需要保存部分資訊和文件，本公司特此明確表示其有保存該資訊和文件的權利，並有權向合作之金融機構或政府機關揭露該資訊和文件。即使您終止與本公司的關係，或本公司終止與您的關係，或您放棄向本公司申請帳戶，上述條款仍應適用。

## 6. RISK STATEMENT

Trading in Digital Currencies entails certain risks. When trading Digital Currency, please be aware that there is a significant possibility that Digital Currency can fluctuate considerably in value. There is no assurance that any person will accept Digital Currency as payment for goods or services and it is possible that the use or transaction of Digital Currency may be expressly prohibited by legislation in a particular jurisdiction. Please be aware that Digital Currencies are not government-issued currencies and there is no assurance that anyone will accept Digital Currencies as payment in lieu of other traditional government-issued currencies, hence the risk of holding Digital Currencies may be higher than the risk of holding any other assets or merchandise. Whether you are suitable to engage in the purchase or sale of Digital Currency will be dependent on your personal financial situation and tolerance for risk. By using MaiCoin Services and this Site, you agree that you are fully aware of the related risks and considerations and waive any and all claims against the Company and its Affiliates for all losses or damages that may arise from your purchase or sale of Digital Currency. This Risk Disclosure Statement is for your reference only. It cannot and does not disclose all risks and other aspects involved in holding or trading in Digital Currencies.



## 6. 風險揭露聲明

數位貨幣交易具有一定風險。在交易或買賣數位貨幣時，請了解數位貨幣之價值極可能大幅波動。本公司無法保證有任何人會接受以數位貨幣支付商品或服務，且數位貨幣不受世界上任何政府之支援，甚至可能面臨世界上任何政府之立法明文禁止。請了解數位貨幣並非官方貨幣，且無法保證有任何人會接受以數位貨幣取代傳統貨幣付款，因此持有數位貨幣之風險可能會高於持有其他資產或商品之風險。至於您是否適合從事數位貨幣買賣，端視您個人財務狀況及風險容忍度而定。您一旦使用MaiCoin服務及本網站，即表示您已同意您完全了解相關風險與考量，且就您買賣數位貨幣因相關風險所生之任何損失或損害，您已拋棄針對本公司之任何及全部請求權。本風險揭露聲明僅屬例示性質，並無法充分完整的列舉持有或交易數位貨幣所涉及的所有風險及各種面向，故請您還是要充分注意其他可能的風險。

## 7. OWNERSHIP; GRANT; RESTRICTIONS ON GRANT

### 7. 所有權、授權及授權限制

- (1) You acknowledge and agree that the Company hereby grants you a limited, non-transferable and non-exclusive license, subject to these Terms of Use, to access and use MaiCoin Services, the Content, and this Site solely for your personal and non-commercial purposes and that the Company retains ownership of all right, title and interest to MaiCoin Services, the Content, and this Site, and the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights, trademarks and trade secret rights) subject to the license granted in this Article 7.
- (1) 您確認並同意，根據本使用條款，本公司授權您有限的、不可轉讓和非專屬的許可，您僅可基於個人、非商業性的目的進行進入及使用MaiCoin服務、內容和本網站。您確認並同意，根據第7條所授權的許可，開曼群島商現代財富控股公司及本公司擁有MaiCoin服務、內容和本網站的所有權利、資格、利益以及智慧財產權（包括但不限於所有專利權、設計權、版權、商標和營業秘密）。
- (2) You acknowledge and agree that, the Company may, based on factors such as operating cost, marketplace, and the security of transaction, or at the request of the financial institutions that are in collaboration with the Company, set and adjust the minimum amount and maximum amount for use of any or all MaiCoin Services (including but not limited to exchange, sale, transmission and receipt of digital currencies), and charge transaction fees as a result thereof.
- (2) 您知悉並同意，本公司基於營運成本、市場情況、交易安全等因素考量，或基於合作之金融機構要求，得隨時針對一部或全部MaiCoin服務（包含但不限

於即時交易、傳送、接收數位資產服務) 設定與調整數量或金額的最低限制及最高限制，並酌收手續費。

- (3) YOU ARE RESPONSIBLE TO ENSURE THAT ANY DESTINATION ADDRESS FOR DIGITAL CURRENCY SHALL CORRESPOND TO THE SAME TYPE OF DIGITAL CURRENCY WALLET ADDRESS. THE COMPANY DOES NOT SUPPORT DIGITAL CURRENCY TRANSACTIONS THAT ARE RECEIVED FROM AN INCORRECT OR DIFFERENT DIGITAL CURRENCY THAT THE WALLET ADDRESS IS INTENDED TO RECEIVE; FOR EXAMPLE, SENDING BITCOIN CASH (BCH) TO BITCOIN (BTC) ADDRESSES, SENDING ETHEREUM CLASSIC (ETC) TO ETHEREUM (ETH) ADDRESSES, OR SENDING LITECOIN (LTC) TO BITCOIN (BTC) ADDRESSES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DOES NOT REFUND MISSING DEPOSITS AND SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS ARISING OUT OF OR IN RELATION TO SENDING DIGITAL CURRENCIES TO WRONG ADDRESSES. THE COMPANY DOES NOT SUPPORT EVERY FORK AND THE TOKENS CREATED OR SPLIT FROM SUCH FORK. IF YOU INTEND TO RECEIVE CREATED OR SPLIT TOKENS, PLEASE MOVE YOUR DIGITAL CURRENCIES TO OTHER SERVICE PROVIDERS THAT SUPPORT FORKS BEFORE FORKS TAKE PLACE. IF THE COMPANY WERE TO ASSIST ON MISSING DEPOSIT THAT IS THE RESULT OF YOUR VIOLATION OF THIS SECTION 7(3) TO YOU, YOU SHALL PAY THE COMPANY FOR THE COST AND EXPENSES INCURRED ARISING OUT OF SEARCHING SUCH MISSING DEPOSITS, EVEN IF THE VALUE OF THE COST AND EXPENSES MAY BE HIGHER THAN THE VALUE OF MISSING DEPOSITS THEMSELVES.

- (3) 又「數位資產種類」與「數位資產發送或接收之錢包地址種類」間必須對應一致，本公司不支援將數位資產發送予或接收至不同種類的數位資產錢包地址；例如，將BITCOIN CASH (BCH) 發送予或接受至BITCOIN (BTC) 地址，或將ETHEREUM CLASSIC (ETC) 發送予或接收至ETHEREUM (ETH) 地址，或將LITECOIN (LTC) 發送予或接收至BITCOIN (BTC) 地址等等。若用戶進行本公司所不支援之數位資產交易、發送或接收導致數位資產遺失，在法律允許的最大範圍內，本公司不會為您找回因為發送或接收數位資產至錯誤錢包地址所遺失的數位資產，亦不會賠償與此相關的損失。本公司也不支援任何形式或種類的區塊鏈分岔(fork)與因此所創造或分岔出的數位資產。如果您打算發送或收到創造或分岔出的數位資產，請您務必要在分岔發生前將您的數位資產移動到支援分岔的服務提供者。若本公司同意協助您找回因您違反本項規定所遺失的數位資產，您必須就本公司額外花費勞力、時間、費用為您找回因您違反本項規定所遺失的數位資產乙事，給付本公司服務費用與礦工手續費等，且服務費用與手續費等可能高於您所遺失的數位資產之價值。

- (4) This Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. You should verify all information before relying on it, and all decisions based on information contained on this Site are your sole responsibility and we shall have no liability for such decisions. You acknowledge and agree that the Company is not responsible for any information, content, or services contained in any third-party materials or on any third party sites.
- (4) 本網站（包括但不限於內容）可能並不總是完全正確、完整或最新，也可能包括技術失準或誤植。您應該在仰賴所有資訊之前核實該訊息，而您根據本網站所載資訊作出的所有決定，均由您自行負責，我們對該決定不負任何責任。您確認並同意，本公司不對任何第三方資料或任何第三方網站上的任何資訊、內容或服務負責。
- (5) Except as otherwise specifically permitted under these Terms of Use, you may not:
- (a) copy, imitate, develop or reproduce MaiCoin Services, this Site, or the Content, including without limitation the model, design, interface, appearance and layout;
  - (b) create any derivative works of any MaiCoin Services, this Site, or the Content, including without limitation the model, design, interface, appearance and layout;
  - (c) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for any part of MaiCoin Services and this Site;
  - (d) disseminate malicious software, programs, virus, worm or in other manner that destroys or crash MaiCoin Services and this Site;
  - (e) distribute, transfer, sell, rent, lease, sublicense, or grant your MaiCoin Account to any other third party;
  - (f) copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part;
  - (g) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in MaiCoin Services and this Site;
  - (h) use, access or tamper with non-public areas of MaiCoin Services and this Site, the Company's computer systems, or the technical delivery systems of the Company's providers;

- (i) probe, scan, or test the vulnerability of any system or network of this Site or breach or circumvent any security or authentication measures;
  - (j) access or search MaiCoin Services and this Site or download Content from MaiCoin Services and this Site by any means (automated or otherwise) other than through the currently available interfaces that are provided by the Company (and only pursuant to those terms and conditions) or other generally available third party web browsers;
  - (k) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the MaiCoin Services and this Site to send altered, deceptive or false source-identifying information;
  - (l) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by the Company or any of the Company's providers or any other third party (including another user) to protect MaiCoin Services and this Site or Content; or
  - (m) interfere with or disrupt (or attempt to do so) the operation of MaiCoin Services and this Site, the access of any user, host or network by any means or interfere with or create an undue burden on the MaiCoin Services and this Site.
- (5) 除本使用條款另有許可規定外，您不得從事下列行為：
- (a) 複製、模仿、開發或再製MaiCoin服務、本網站或內容，包括但不限於模型、設計、介面，外觀和排版；
  - (b) 創造關於MaiCoin服務，本網站或內容的任何衍生作品，包括但不限於模型、設計、介面、外觀和排版；
  - (c) 對MaiCoin 服務及本網站的任何部分進行反向工程、解編、拆解或以其他方式試圖獲得原始碼；
  - (d) 傳播惡意軟體、程式、病毒，電腦蠕蟲或破壞或毀壞MaiCoin服務和本網站；
  - (e) 分配、轉讓、出售、出租、租賃、再許可或授權您的MaiCoin帳戶予任何其他第三方；
  - (f) 複製、傳送、分配、銷售、許可、反向工程、修改、出版、參與轉讓、出售或製造衍生作品，或以任何其他方式而利用任何一部或全部的內容；
  - (g) 刪除或更改MaiCoin 服務和本網站中的任何商標、標誌、版權或其他所有權聲明、圖例、符號或標籤；

- (h) 使用、進入或篡改MaiCoin服務、本網站、本公司的電腦系統或本公司供應商的技術交付系統上的非公共區域；
  - (i) 探測、掃描或測試任何本網站系統或網絡的漏洞，或違反或規避任何安全或認證措施；
  - (j) 透過任何自動或其他方式，而不是透過本網站或其他的第三方網絡瀏覽器所提供的當前可用介面（且僅依據該條款和條件），進入、搜索MaiCoin服務和本網站，或從MaiCoin服務和本網站下載內容；
  - (k) 在任何電子郵件或貼文中偽造任何TCP / IP數據標頭(TCP/IP packet header)或標頭資訊(header information)的任何部分，或以任何方式使用MaiCoin服務和本網站發送更改、欺詐或虛假的來源識別資訊；
  - (l) 避免、繞過、刪除、停用、損害、解碼或以其他方式規避本公司或任何本公司之供應商或任何其他第三方（包括其他用戶）所實施保護MaiCoin服務、本網站或內容的任何技術措施；或
  - (m) 以任何方式干擾或（試圖）擾亂MaiCoin服務、本網站、任何用戶、主機或網路的運作，或干擾或製造MaiCoin服務及本網站不當的負擔。
- (6) In connection with your use of the MaiCoin Services and this Site, and your interactions with other users, and third parties you agree and represent you will not engage in any action or activity as set forth in Article 7(3) and Article 8(1) herein (collectively “**Prohibited Use**”). The Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request.
- (6) 關於您使用MaiCoin服務和本網站、您與其他用戶和第三方的互動及您同意或代表的第三方的行為，不得涉及任何第7(3)條和第8(1)條所規定的任何行為或活動（以下合稱「**禁止行為**」）。本公司有權隨時監控、審查、保留和揭露任何資訊，以滿足相關法律、法規、制裁計畫、法律程序或政府要求。
- (7) The Company reserves the right to cancel and/or suspend your MaiCoin Account and/or block transactions or freeze funds immediately if the Company determines, in our sole discretion, that your user account is associated with any Prohibited Use or is on suspicion of violation of these Terms of Use or any Anti-Fraud, Anti-Money Laundering and Counter-Terrorist Policies. Suspension, cancellation, or termination of your MaiCoin Account shall not affect the payment of fees or other amounts you owe to the Company. In the event that your MaiCoin Account is suspended, cancelled, or terminated, we reserve the right to immediately cancel all

open orders associated with your MaiCoin Account, block all withdrawals and bar the placing of further orders.

- (7) 當您的MaiCoin帳戶涉及任何疑似違反本使用條款、禁止行為、涉嫌違反反詐欺、反洗錢和反恐怖主義規定等，本公司有權立即暫停、取消或終止您的MaiCoin帳戶和禁止交易或凍結資金。暫停、取消或終止您的MaiCoin帳戶不影響您積欠本公司的費用或其他金額。當您的MaiCoin帳戶被暫停、取消或終止，我們將有權選擇是否立即取消與您的MaiCoin帳戶相關的所有未結訂單、禁止所有交易並禁止提交任何訂單。

## 8. MEMBER CONDUCT

### 8. 會員行為

- (1) You agree not to use the MaiCoin Services and this Site to:
- (a) upload, post, transmit, distribute or otherwise make available any Content that is illegal, offensive, threatening, abusive, harassing, pornographic, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
  - (b) promote discrimination, racism, hatred, harassment or harm against any person or group;
  - (c) impersonate any other third party or falsely state or otherwise misrepresent your affiliation with any other third party;
  - (d) upload, post, transmit, distribute or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - (e) upload, post, transmit, distribute or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any other third party;
  - (f) upload, post, transmit, distribute or otherwise make available any unsolicited or unauthorized advertising, promotional materials, spam, pyramid schemes, or any other form of solicitation;
  - (g) upload, post, transmit, disseminate or otherwise make available any material that contains software viruses, malicious software, programs, worm or any other computer code, files or programs designed to interrupt, destroy or limit



the functionality of any computer software or hardware or telecommunications equipment;

- (h) disobey, violate or ignore any code of conducts, requirements, procedures, policies or regulations of MaiCoin Services and this Site to the extent applicable to you;
- (i) intentionally or unintentionally violate or encourage any conduct that would violate any applicable local, state, national or international law;
- (j) promote, encourage or engage in terrorism violence or financial contribution to terrorist;
- (k) stalk or otherwise harass other users of MaiCoin Services and this Site;
- (l) collect or store personal data about other users of MaiCoin Services and this Site without their prior express consent or permission; and
- (m) encourage, enable or assist any other third party to do any of the foregoing.

(1) 您同意不利用MaiCoin服務及本網站從事下列行為：

- (a) 上傳、張貼、傳送、分發或以其他方式提供非法、冒犯、威脅、辱罵騷擾、色情、侵權、毀損名譽、粗俗、淫穢、誹謗、侵犯他人隱私、仇恨性、種族歧視或其他令人反感的內容；
- (b) 提倡對任何人或群體的歧視、種族主義、仇恨、騷擾或傷害；
- (c) 假冒任何其他第三方、偽稱或以其他方式虛偽陳述您與任何其他第三方的關係；
- (d) 上傳、張貼、傳送、分發或以其他方式提供根據相關法律、契約或信託關係下您無權使用的內容（例如內部資訊、專有和機密資訊，或依僱傭關係或非公開協議而得知或揭露的機密資訊）；
- (e) 上傳、張貼、傳送、分發或以其他方式提供侵害其他第三方的任何專利、商標、商業秘密、版權或其他所有權的內容；
- (f) 上傳、張貼、傳送、分發或以其他方式提供任何未經請求或未經授權的廣告、宣傳資料、垃圾郵件、多層次傳銷或任何其他形式之招攬內容；

- (g) 上傳、張貼、傳送、分發或以其他方式提供任何包含電腦病毒、惡意轉體、程式、電腦蠕蟲或其他意圖干擾、銷毀或限制任何電腦軟體、硬體或電信設備的代碼、文件或程式；
  - (h) 不遵循、違反或忽視您所適用的任何MaiCoin服務和本網站的任何行為準則、要求、程序、政策或規範；
  - (i) 故意或過失地違反或鼓勵任何違反地方、州、國家或國際法律的行為；
  - (j) 提倡、鼓勵或從事恐怖主義暴力或捐助該恐怖主義；
  - (k) 追蹤或以其他方式騷擾MaiCoin服務和本網站的其他用戶；
  - (l) 未得事前明確同意或許可的情形下，收集或儲存使用MaiCoin服務和本網站的其他用戶的個人資料；及
  - (m) 鼓勵、促使或協助任何其他第三方從事上述任何行為。
- (2) You acknowledge, consent and agree that the Company may access, preserve or disclose your MaiCoin Account information and Content if required to do so by applicable laws or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce or administer these Terms of Use or other agreements between you and the Company, including investigation into any potential violation of these Terms of Use or association with any Prohibited Use; (c) comply with the request from law enforcement, tax authority or other government body; (d) respond to your requests for customer service; (e) detect, prevent, or otherwise address fraud, security or technical issues; (f) comply with any routine or reasonable request for information from the financial institutions that are in collaboration with the Company; or (g) protect the rights, property or personal safety of the Company, the users of MaiCoin Services and this Site and the public.
- (2) 您確認並同意，當根據相關法律或合理相信進入、保存或揭露您的MaiCoin帳戶資訊和內容可以滿足下列情況時，本公司可以進入、保存或揭露您的MaiCoin帳戶資訊和內容：(a)符合法律程序；(b)執行或管理本使用條款或本公司與MaiCoin服務和本網站用戶的協議，包括調查潛在違反本使用條款的行為或禁止行為；(c)遵守司法、稅務機關或其他政府機構的要求；(d)回應您基於客戶服務的要求；(e)偵測、預防或以其他方式處理欺詐、安全或技術問題；(f)遵守合作的金融機構的任何例行或合理的資料要求；或(g)保護本公司、使用MaiCoin服務或本網站的用戶公眾的權利、財產或人身安全。
- (3) For the purpose of these Terms of Use, “**Content**” means all information, data, profile, text, link, software, photographs, graphics, video, messages, tags,

information or other materials available on MaiCoin Services and this Site, including but not limited to those posted, uploaded, shared, submitted or made by you or other users of MaiCoin Services and this Site.

- (3) 本使用條款所稱之「內容」是指MaiCoin服務和本網站上提供的所有資訊、數據、資料、文字、連結、軟體、照片、圖形、影片、訊息、標籤、資訊或其他和資料，不論該資訊是您或MaiCoin服務和本網站的其他用戶所發布、上傳、分享、提交或製作。

## 9. IDEA, PROPOSAL OR FEEDBACK

### 9. 意見、建議及回饋

- (1) For the purpose of these Terms of Use, “**Feedback**” means any ideas, proposals, questions, complaints or feedbacks that you submit to the Company with regard to MaiCoin Services and this Site via our email [info@maicoïn.com](mailto:info@maicoïn.com). When you contact the Company, please provide us with your account name, your real name, address, and any other information the Company may need to identify you.
- (1) 本使用條款所稱之「回饋」是指透過我們的電子郵件信箱：[info@maicoïn.com](mailto:info@maicoïn.com)，向本公司所提交有關MaiCoin服務和本網站的任何想法、建議、問題、投訴或回饋。當您聯繫本公司時，請向我們提供您的用戶名稱、實際姓名、地址以及其他本公司可識別您身分的任何信息。
- (2) When you submit or make available Feedback to the Company, you grant the Company the following worldwide, non-exclusive, perpetual, irrevocable, royalty free rights:
  - (a) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, Feedback as part of any product, technology, service, specification or other documentation of the Company;
  - (b) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of Feedback (and derivative works thereof) as part of any MaiCoin Services and this Site; and
  - (c) to sublicense to any third party the foregoing rights, including the right to sublicense to further third party.
- (2) 當您向本公司提交或提供回饋時，您將授予本公司以下全球性、非專屬性、永久、不可撤銷及免權利金的權利：
  - (a) 對回饋製作、使用、複製、修改、銷售、分配、再授權及創造衍生作品而作為任何MaiCoin產品、技術、服務、規格或其他文件的一部分；

- (b) 對回饋的副本（及其衍生作品）公開執行或展示、進口、廣播、傳送、分配、授權、要約出售、出售、出租、出租或出借而作為任何MaiCoin服務和本網站的一部分；及
- (c) 可對任何第三方再授權上述權利，包括再授權給其他第三方上述權利的權利。

(3) For any Feedback you submit to the Company, you represent and warrant that:

- (a) you have the right to disclose such Feedback to the Company and that such disclosure does not violate the rights of any other person or party;
- (b) such Feedback does not contain confidential or proprietary information of any other third party;
- (c) the Company is not under any obligation of confidentiality, express or implied, with respect to Feedback;
- (d) the Company shall be entitled to use or disclose (or choose not to use or disclose) such Feedback for any purpose, in any way, in any media worldwide;
- (e) to the extent permissible by law, such Feedback automatically become the exclusive property of the Company without any obligation of the Company to you; and
- (f) you are not entitled to any compensation or reimbursement of any kind from the Company under any circumstances.

You will indemnify and hold harmless the Company from and against any claims, losses, expenses and liabilities arising from breach by you of the foregoing representation and warranty.

(3) 關於您向本公司提交的任何回饋，您聲明並保證：

- (a) 您有權向本公司揭露此類回饋，且該揭露不會侵犯任何其他人或當事人的權利；
- (b) 該回饋不包含任何其他第三方的機密或秘密資訊；
- (c) 關於該回饋本公司沒有任何明示或默示的保密義務；
- (d) 本公司有權基於任何目的，在全球任何媒體中以任何方式使用或揭露（或選擇不使用或揭露）該回饋；

(e) 在法律允許的範圍內，該回饋將自動成為本公司的專屬財產，而本公司不會對您負擔任何義務；及

(f) 在任何情況下，您都無權要求本公司提供任何類型的賠償或補償。

當您違反上述聲明和擔保，您將保障並確保本公司免於任何因此導致的任何求償、損失、費用及責任。

(4) If you experience or encounter any bugs, glitches, hitches or other problems on MaiCoin Services and this Site, please inform the Company immediately so that it can correct or improve accordingly. You can submit your requests and issues to [info@maicoin.com](mailto:info@maicoin.com).

(4) 當您發現或遇到MaiCoin服務和本網站上的任何錯誤、障礙、故障或其他問題，請立即通知本公司，以便進行更正或改進。您可以將您的請求和問題提交至：[info@maicoin.com](mailto:info@maicoin.com)。

## 10. TAXES

### 10. 稅

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the MaiCoin Services or this Site, and to withhold, collect, report, pay, declare and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your MaiCoin Account.

關於您在MaiCoin服務或本網站進行的任何交易的稅費，您必須自行決定該稅費是否適用及其適用的範圍，並且您必須自行決定預扣、扣繳、收集、報告、支付、申報和匯出正確數額的稅款予稅務機關。您可透過您的MaiCoin帳戶取得交易記錄。

## 11. LINKS

### 11. 連結

(1) MaiCoin Services and this Site contain links to other websites and online resources that the Company does not own, control, authorize, endorse, sponsor, or make any representation or warranty and you agree to take precautionary measures and you understand that by using MaiCoin Services and this Site and accessing third-party links, you may be exposed to content that is offensive, harmful, inaccurate, misleading or otherwise inappropriate or that may otherwise violate applicable law or virus and malicious software or program. You acknowledge and agree that the Company is not responsible or liable for: (a) the availability or accuracy of such

websites or resources; or (b) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement, ownership, control, authorization, sponsorship or representation or warranty by the Company of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. By using MaiCoin Services and this Site, you expressly release the Company from any and all liability arising from your use of any third-party website or online resources. Accordingly, the Company encourages you to be aware when you leave MaiCoin Services and this Site and to review the terms and conditions, privacy policies, and other governing documents of each website that you may visit.

- (1) MaiCoin服務和本網站包含可連結至其他網站和線上資源的連結，本公司不擁有、控制、授權、認可或贊助該連結，也不對該連結為任何的聲明與保證。您同意自行採取防範措施，並瞭解當您使用MaiCoin服務和本網站而連結至第三方連結時，您可能會接觸到具有冒犯性、有害的、不正確的、誤導性或不當的或可能違反相關法律的網站內容或病毒、惡意程式等。您確認並同意，本公司對以下事項不承擔任何責任：(a)網站或資源的可用性或正確性；或(b)這些網站或資源上顯示或可取得的內容、產品或服務。連結到這些網站或資源，並不代表著本公司對這些網站或資源，或者其上可取得的內容、產品或服務，有任何認可、所有權、控制權、授權、贊助或聲明與保證。對於您使用該網站或資源的行為，您應負擔全部責任並承擔所有風險。透過使用MaiCoin服務和本網站，您明確地表示本公司免於負擔您使用任何第三方網站或線上資源所生的一切法律責任，因此，本公司鼓勵您在離開MaiCoin服務和本網站時，瞭解並查看您可能進入的每個網站的使用條款、隱私權政策和其他管理文件。

## 12. DISCLAIMER OF WARRANTY

### 12. 免責聲明

- (1) MAICOIN SERVICES, THIS SITE, AND THE CONTENT PROVIDED HEREUNDER MAY CONTAIN CERTAIN ISSUES THAT HAVE NOT BEEN IDENTIFIED. MAICOIN SERVICES, THIS SITE, AND THE CONTENT ARE PROVIDED ON AN “AS IS” BASIS. YOU ARE ADVISED TO USE MAICOIN SERVICES, THIS SITE, AND THE CONTENT WITH CAUTION, TO MAKE THE NECESSARY VERIFICATIONS AND USE YOUR OWN JUDGEMENT, AND NOT TO RELY IN ANY WAY ON PERFORMANCE OF MAICOIN SERVICES, THIS SITE, AND THE CONTENT AND ACCOMPANYING INSTRUCTIONS OR MATERIALS. THE COMPANY MAKES NO WARRANTY THAT THE COMPANY WILL CONTINUE TO OFFER OR MAKE AVAILABLE MAICOIN SERVICES, THIS SITE, AND THE CONTENT,



INCLUDING WITHOUT LIMITATION ANY PARTICULAR FUNCTION FOR ANY PARTICULAR LENGTH OF TIME AND THE COMPANY RESERVES THE RIGHT TO CHANGE AND UPDATE MAICOIN SERVICES, THIS SITE, AND THE CONTENT WITHOUT NOTICE TO YOU. THE COMPANY MAKES NO WARRANTIES OF ANY KIND IN CONNECTION WITH MAICOIN SERVICES, THIS SITE, AND THE CONTENT, OR MODIFICATIONS OR IMPROVEMENTS THERETO. THE COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES.

- (1) MaiCoin服務、本網站以及此處提供的內容可能包含某些尚未被辨識的問題。MaiCoin服務、本網站及內容是以其「現有」狀態而提供。建議您謹慎地使用MaiCoin服務、本網站以及內容，並為必要之查證和判斷，且您不可以完全倚賴MaiCoin服務、本網站以及內容及其附隨的指示或資料。本公司不保證將永久提供MaiCoin服務、本網站和內容（包括但不限於MaiCoin服務及本網站的全部或任何特定期間的特定功能）。對於任何MaiCoin服務、本網站及內容的事項、修改或改善，本公司不做出任何保證。本公司在此特別聲明不提供任何默示的保證。
- (2) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE COMPANY OR THROUGH MAICOIN SERVICES OR THIS SITE OR THE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR TRADING OR HOLDING DIGITAL CURRENCIES.
- (2) 無論是自本公司、MaiCoin服務、本網站或內容所獲取的任何口頭或書面的建議或資訊，都無法創造未在這裡明示的任何保證。您應對您所有交易或持有數位貨幣一事自行負擔全部責任。
- (3) THE FOREGOING DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OF USE OR YOUR USE OF MAICOIN SERVICES AND THIS SITE.
- (3) 上述免責聲明應在法律允許的最大範圍下適用，並且在本使用條款終止或失效後，或在用戶終止使用MaiCoin服務和本網站或該使用失效後，仍繼續適用。

### 13. LIMITATION OF LIABILITY

#### 13. 責任限制

- (1) YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF THE COMPANY HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGES OR LOSS, THE COMPANY AND ITS AFFILIATES SHALL ONLY BE LIABLE FOR (A) THE DIRECT DAMAGES CAUSED ARISING OUT OF THIRD PARTY TAMPERING WITH YOUR MAICOIN ACCOUNT BY UNAUTHORIZED ACCESS OF OUR IT SYSTEMS DUE TO SYSTEM DEFICIENCIES OF THE COMPANY, OR (B) OTHER THAN THE AFOREMENTIONED CIRCUMSTANCES, THE DIRECT DAMAGES CAUSED BY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE COMPANY WHILE PROVIDING MAICOIN SERVICES OR THIS SITE.

- (1) 您確認並同意，在法律允許的最大範圍內，本公司與其關係企業僅就(a)第三方利用本公司電腦系統缺失而入侵本公司電腦系統，進而操作、竄改您的MaiCoin帳戶情況下所致之直接損害；(b)除上開情形外，其他本公司提供MaiCoin服務和本網站有故意或重大過失所致之直接損害，對您負賠償責任。
- (2) YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, “**DIRECT DAMAGES**” MENTIONED IN THESE TERMS OF USE REFER TO THE LOST PROPERTY ITSELF, AND SHALL NOT INCLUDE ANY LOST PROFITS OR ANY LOST BUSINESS OPPORTUNITY, ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.
- (2) 您確認並同意，在法律允許的最大範圍內，本使用條款所稱之直接損害，係指所受損之財產權本身，不包含任何利益損失、任何商業機會喪失、或任何特定、間接的、懲罰的損害或損失。
- (3) YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW AND TO THE EXTENT THE COMPANY OR ITS AFFILIATES IS HELD LIABLE UNDER SECTION 13(1), THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS AFFILIATES SHALL NOT EXCEED THE AGGREGATE VALUE OF BITCOIN, ETHEREUM, AND LITECOIN ON DEPOSIT IN YOUR MAICOIN ACCOUNT AT THE TIME OF THE OCURRENCE OF SUCH ORDINARY NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AS THE CASE MAY BE.
- (3) 您確認並同意，在法律允許的最大範圍內，在本條第一項所載之本公司與其關係企業應負責任情形，本公司與其關係企業對您所負之賠償責任數額，最高不得超越在故意或重大過失或過失（視情況而定）發生當時您儲存於本網站之比特幣、以太幣及萊特幣之總價值。

(4) YOU ACKNOWLEDGE AND AGREE THAT, IN NO EVENT SHALL THE COMPANY AND ITS AFFILIATES BE LIABLE FOR ANY DAMAGE OR LOSS THAT IS NOT REASONABLY FORESEEABLE.

(4) 無論在任何情況下，您確認並同意，本公司與其關係企業對無法合理預見之任何損害或損失均不負責。

## 14. INDEMNIFICATION

### 14. 賠償責任

(1) You agree to defend, indemnify, and hold the Company and its Affiliates harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

(a) your violation of laws and regulations, these Terms of Use or the policies or agreements which are incorporated herein, including without limitation to Privacy Policy;

(b) your dispute with any other user of the Company, this Site, or MaiCoin Services; and/or

(c) your violation of any third-party right, including without limitation any intellectual property, confidential information or other proprietary right.

(1) 就下列情形所生或與之相關的損害賠償責任、補償、損失、訴訟費用等，包括但不限於合理的調查費用和會計費用，您同意賠償本公司及其關係企業：

(a) 您違反法令、本使用條款或本使用條款所納入的政策或協議，包括但不限於隱私權政策；

(b) 您與本公司或本網站或MaiCoin服務的任何其他用戶間的爭議；

(c) 您違反任何第三方權利，包含但不限於任何智慧財產權、機密資訊或其他所有權。

(2) The indemnification obligations under this section shall survive the termination or expiration of these Terms of Use or your use of the MaiCoin Services and this Site.

(2) 本條款的義務在本使用條款終止或期滿後，或在用戶終止使用MaiCoin服務和本網站後，仍繼續適用。

## 15. THE REGULATIONS ON REASONABLE MATTERS AS EXCEPTIONS TO RESCIND THE DISTANCE SALES

## 15. 通訊交易解除權合理例外情事適用準則

MaiCoin Services and this Site are the reasonable matters that the supply of digital content which is not supplied on a tangible medium, or online services which would be fully performed once begun, with the consumer's prior consent. Therefore, in accordance with the Paragraph 2, Article 19 of the Consumer Protection Act, the right to rescind under the Paragraph 1, Article 19 of the Consumer Protection Act shall not apply to MaiCoin Services and this Site.

本公司所提供之MaiCoin服務或本網站屬經消費者事先同意始提供之非以有形媒介提供之數位內容或一經提供即為完成之線上服務，因此依消費者保護法第19條第2項規定，排除消費者保護法第19條第1項解除權之適用。

## 16. GENERAL PROVISIONS

### 16. 一般規定

- (1) Modifications. The Company reserves the right, at its sole discretion, to modify, discontinue or terminate MaiCoin Services and this Site or to modify these Terms of Use, at any time and without prior notice. If the Company modifies these Terms of Use, the Company will post the latest revised version at [<https://www.maico.in.com/tou>] or in other ways that the Company deems appropriate. By continuing to access or use MaiCoin Services and this Site after the Company has posted a modification on the website of the Company or have provided you with electronic notice of a modification, you are indicating that your agreement and express consent to be bound by the modified Terms of Use. You may also be asked to re-acknowledge and re-accept the Terms of Use following any material changes. If the modified Terms of Use are not acceptable to you, you must cease using MaiCoin Services and this Site immediately.
- (1) 修改 本公司有權隨時修改、停止或終止MaiCoin服務和本網站或修改本使用條款。當本公司修改本使用條款後，最新修訂版本將會發布在：[\[https://www.maico.in.com/tou\]](https://www.maico.in.com/tou)，或以其他本公司認為合適的方式通知或發布。當本公司在本網站上發布修改或向您提供了修改的電子通知後，您勾選同意遵守使用條款的選項以繼續進入或使用MaiCoin服務和本網站的行為，視為您已同意且明示確認受修改後的使用條款拘束。當使用條款有任何重大變更，本公司還可能會要求您重新確認並重新接受。如您無法接受修改後的使用條款，您必須立即停止使用MaiCoin服務和本網站。
- (2) No Advice or Brokerage. The Company does not provide any investment, financial, tax, or legal advice, or advice on trading techniques, models or any other schemes. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance.

- (2) 不提供建議 本公司不提供任何投資、財務、稅務、法律諮詢或交易技巧、模型或任何其他計劃的建議。對於您根據個人投資目標、財務狀況和風險承受能力而決定您是否適合任何投資，投資策略或相關交易一事，您應自行負擔全部責任。
- (3) Entire Agreement. This Terms of Use constitutes the entire understanding between you and the Company and governs your use of MaiCoin Services and this Site and any prior or contemporaneous representations, either oral or written are hereby superseded.
- (3) 完整合約 本使用條款構成您與本公司之間的完整合意內容，且適用於您使用MaiCoin服務和本網站，並取代先前或其他同時存在的任何口頭或書面的陳述。
- (4) Assignment. Except as otherwise stated herein, you may not assign or transfer all or any part of your rights under these Terms of Use, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer these Terms of Use, without such consent, will be null and of no effect. the Company may assign or transfer these Terms of Use, at its sole discretion, without restriction. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.
- (4) 讓渡 除本使用條款另有規定外，在未得本公司事先書面同意下，您不可依據法律或以其他方式讓渡或轉讓您在本使用條款下的所有或部分權利。任何未經本公司事先書面同意而為之讓渡或轉讓皆屬無效。本公司得自行裁量且無任何限制地讓渡或轉讓本使用條款。根據上述規定，本使用條款將有效約束該當事人、其繼承人和受讓人。
- (5) No Waiver. No failure or delay of the Company to require performance by you of any provision of these Terms of Use shall in any way adversely affect the Company's right to require full performance of such provision after that. No waiver by the Company of a breach of any provision of these Terms of Use shall be considered to be a waiver by the Company of any succeeding breach of such provision.
- (5) 不放棄權利 本公司未行使或遲延行使本使用條款的任何條款所要求的行為，不會以任何方式影響本公司在此之後要求全面履行該規定的權利。當您違反本使用條款的任何條款而本公司放棄請求權時，不代表本公司亦放棄對您後續違反任何規定的請求權。
- (6) Severability. If any provision or any portion of these Terms of Use shall be held to be void or unenforceable, the remaining provisions of these Terms of Use and the

remaining portion of any provision held void or unenforceable in part shall continue in full force and effect.

- (6) 可分離性 若本使用條款的任何條款或任何部分被認定為無效或不可執行，本使用條款的其餘條款及條款中被認為無效或不可執行部分以外的其餘部分，仍將繼續完全有效。
- (7) Change of Control. In the event that the Company is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.
- (7) 控制權變更 當本公司被其他第三方併購或合併時，我們有權在任何情況下，讓渡或轉讓我們自您收集的資訊，作為此類合併、收購、出售或其他控制權變更的一部份。
- (8) Survival. All provisions of these Terms of Use which by their nature extend beyond the expiration or termination of these Terms of Use, including, without limitation, sections pertaining to suspension or termination, MaiCoin Account cancellation, debts owed to the Company, general use of the MaiCoin Services and this Site, and general provisions, shall survive the termination or expiration of these Terms of Use.
- (8) 存續 本使用條款中，就其性質應延伸到本使用條款到期或終止後的所有條款，包括但不限於關於與暫停終止有關的條款、取消MaiCoin帳戶的條款、積欠本公司債務的條款、一般使用MaiCoin服務和本網站的條款以及一般條款，本使用條款終止或到期後仍繼續有效。
- (9) Choice of Law and Forum. These Terms of Use is governed by and will be construed according to the laws of Republic of China (including but not limited the validity, interpretation, construction, performance and enforcement of these Terms of Use, or any disputes or controversies arising from or related to these Terms of Use). Any dispute, controversy, difference or claim arising out of, relating to or in connection with these Terms of Use, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of the Taipei District Court.
- (9) 準據法與管轄 本使用條款適用中華民國法律，並將以中華民國法律進行解釋（包括但不限於本使用條款的有效性、解釋、結構、履行和執行，或由本使用條款所生或與之相關的任何紛爭或爭議）。任何本使用條款所生或與之相關的紛爭、爭議、不一致、求償，或關於本使用條款的違反、終止或無效等問題，應以臺灣臺北地方法院為第一審之專屬管轄法院。
- (10) Force Majeure. The Company shall not be liable for delays, failure in performance or interruption of MaiCoin Services, this Site, or Content which result directly or



indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, DOS (denial-of-services) attacks, rapid fluctuation of price of any given supported Digital Currency, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions. Without limiting the generality of the foregoing, the Company shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.

- (10) 不可抗力 本公司不對因超出我們合理控制而直接或間接導致MaiCoin服務、本網站或內容的延遲、執行失敗或中斷的原因或情形負責，包括但不限於天災、民政或軍事當局的行為、恐怖主義行為、內亂、戰爭、罷工或其他勞資糾紛、火災、電信、網路服務或網路供應商服務中斷、設備和/或軟體故障、DOS 攻擊、任何數位貨幣價格的快速波動、其他災難或超出我們可合理控制的任何其他事件，且該遲延或執行失敗不會影響任何其餘條款的有效性和可執行性。除上述情形之外，對於因任何電腦病毒、間諜軟體或程式、特洛伊木馬、電腦蠕蟲或其他可能影響您的電腦或其他設備的惡意軟體、釣魚式攻擊、電子干擾或其他攻擊所造成任何損害或中斷，本公司亦不負擔任何責任。

## 17. LANGUAGE

### 17. 語言

The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English. In case of any discrepancy, the English version shall prevail.

本使用條款所提及的條款、條件和陳述的含義，應以英文版本為準並受英文中的定義和解釋約束。所提供的任何翻譯可能無法正確地表示英文版本中的資訊，如有任何不一致，應以英文版本為準。

## 18. CONTACTING MAICOIN

### 18. 聯絡MAICOIN

If you have any questions about these Terms of Use, please contact the Company through [info@maicoin.com](mailto:info@maicoin.com).

如您對本使用條款有任何問題，請透過：[info@maico.in.com](mailto:info@maico.in.com)與我們聯絡。