



TERMS OF USE

www.onschain.com



TERMS OF USE

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

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

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

Definitions

Onchain refers to an ecosystem comprising Onchain websites (whose domain names include but are not limited to (<https://Onchain.com>), mobile applications, clients, applets, and other applications that are developed to offer Onchain Services, and includes independently-operated platforms, websites, and clients within the ecosystem (e.g., Onchain’s Open Platform, Onchain Launchpad, Onchain DEX). In case of any inconsistency between the relevant terms of use of the above platforms and the contents of these Terms, the respective applicable terms of such platforms shall prevail.



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Onschain Operators: refer to all parties that run Onschain, including but not limited to legal persons (including Onschain Platform PTE Limited), unincorporated organizations, and teams that provide Onschain Services and are responsible for such services. For convenience, unless otherwise stated, references to “Onschain” and “we” in these Terms specifically mean Onschain Operators.

UNDER THESE TERMS, ONSCHAIN OPERATORS MAY CHANGE AS ONSCHAIN’S BUSINESS ADJUSTS, IN WHICH CASE, THE CHANGED OPERATORS SHALL PERFORM THEIR OBLIGATIONS UNDER THESE TERMS WITH YOU AND PROVIDE SERVICES TO YOU. SUCH CHANGE DOES NOT AFFECT YOUR RIGHTS AND INTERESTS UNDER THESE TERMS. ADDITIONALLY, THE SCOPE OF ONSCHAIN OPERATORS MAY BE EXPANDED DUE TO THE PROVISION OF NEW ONSCHAIN SERVICES, IN WHICH CASE, IF YOU CONTINUE TO USE ONSCHAIN SERVICES, IT IS DEEMED THAT YOU HAVE AGREED JOINTLY TO EXECUTE THESE TERMS WITH THE NEWLY ADDED ONSCHAIN OPERATORS. IN CASE OF A DISPUTE, YOU SHALL DETERMINE THE ENTITIES BY WHICH THESE TERMS ARE PERFORMED WITH YOU AND THE COUNTERPARTIES OF THE DISPUTE, DEPENDING ON THE SPECIFIC SERVICES YOU USE AND THE PARTICULAR ACTIONS THAT AFFECT YOUR RIGHTS OR INTERESTS.

Onschain Services refers to services provided by Onschain that are based on Internet and blockchain technologies and offered via Onschain websites, mobile applications, clients, and other forms (including new ones enabled by future technological development). Onschain Services include but are not limited to such Onschain ecosystem components as Digital Asset Trading Platforms, the financing sector, and Onschain services to be provided by Onschain.

Onschain Platform Rules refer to all rules, interpretations, announcements, statements, letters of consent, and other contents that have been and will be subsequently released by Onschain, as well as all regulations, implementation rules, product process descriptions, and announcements published in the Help Center or within products or service processes. Users refer to all individuals, institutions, or organizations that access, download, or use Onschain or Onschain Services and meet the criteria and conditions that Onschain stipulates. If other agreements exist for such entities as developers, distributors, market makers, and Digital Currencies exchanges, such contracts shall be followed.



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Digital currencies refer to encrypted or digital tokens or cryptocurrencies with a specific value based on blockchain and cryptography technologies and are issued and managed in a decentralized form.

Digital assets refer to Digital Currencies, their derivatives, or other digitalized assets with a specific value.

Onschain Accounts refer to the foundational virtual accounts, including central funds and subaccounts. Onschain allows Users to record on Onschain their usage of Onschain Services, transactions, asset changes, and basic information. Onschain Accounts serve as the basis for Users to enjoy and exercise their rights on Onschain.

General Provisions

About These Terms

Contractual Relationship

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

Supplementary Terms

Due to the rapid development of Digital Currencies and Onschain, these Terms between you and Onschain Operators do not enumerate or cover all rights and obligations of each party and do not guarantee complete alignment with needs arising from future development. Therefore,

THE PRIVACY POLICY (()), ONSCHAIN PLATFORM RULES, AND ALL OTHER AGREEMENTS ENTERED INTO SEPARATELY BETWEEN YOU AND ONSCHAIN ARE DEEMED SUPPLEMENTARY TERMS THAT ARE AN INTEGRAL PART OF THESE TERMS AND SHALL HAVE THE SAME LEGAL EFFECT. YOUR USE OF ONSCHAIN SERVICES IS DEEMED YOUR ACCEPTANCE OF THE ABOVE SUPPLEMENTARY TERMS.



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Changes to These Terms

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

Prohibition of Use

BY ACCESSING AND USING ONSCHAIN SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE NOT BEEN INCLUDED IN ANY TRADE EMBARGOES OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), THE LIST OF SPECIALLY DESIGNATED NATIONALS MAINTAINED BY OFAC (THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY), OR THE DENIED PERSONS OR ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE. ONSCHAIN RESERVES THE RIGHT TO CHOOSE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS AND MAY RESTRICT OR REFUSE, AT ITS DISCRETION, THE PROVISION OF ONSCHAIN SERVICES IN CERTAIN COUNTRIES OR REGIONS.



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Onschain Account Registration and Requirements

Registration

All Users must apply for an Onschain Account at (<https://onschain.com>) before using Onschain Services. When registering an Onschain Account, you must provide the information identified in this paragraph 3 or otherwise, as requested by Onschain, and accept these Terms, the Privacy Policy, and other Onschain Platform Rules. Onschain may refuse, at its discretion, to open an Onschain Account for you. You agree to provide complete and accurate information when opening an Onschain Account and agree to timely update any information you provide to Onschain to maintain the integrity and accuracy of the information. Each User (including a natural person, business, or legal entity) may hold only one primary account at any time. However, Users can open one or more subaccounts under the main account with the consent of Onschain. For certain Onschain Services, you may be required to set up a specific account independent from your Onschain Account based on the provisions of these Terms or the Supplementary Terms. The registration, use, protection, and management of such trading accounts are equally governed by the provisions of this Section and Section VI unless otherwise stated in these or the Supplementary Terms.

Eligibility

By registering to use an Onschain Account, you represent and warrant that (i) as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws; (ii) as an individual, legal person, or other organization, you have the total legal capacity and sufficient authorizations to enter into these Terms; (iii) you have not been previously suspended or removed from using Onschain Services; (iv) you do not currently have an Onschain Account; (v) you are neither a United States user, a Malaysia user, a Singapore-based user, or an Ontario (Canada)-based user; nor are you acting on behalf of a United States user, a Malaysia user, a Singapore-based user, or an Ontario (Canada)-based user. If you act as an employee or agent of a legal entity and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity; (vi) your use of Onschain Services will not violate any laws and regulations applicable to you, including but not limited to rules on anti-money laundering, anti-corruption, and counter-terrorist financing.



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Some products and services may only be available to jurisdictions, regions, or users. Onchain reserves the right to change, modify or impose additional restrictions at its discretion at any time.

User Identity Verification

Your registration of an account with Onchain will be deemed your agreement to provide the required personal information for identity verification. Such information will be used to verify Users' identity and identify traces of money laundering, terrorist financing, fraud, and other financial crimes through Onchain or for other lawful purposes stated by Onchain. We will collect, use and share such information through our Privacy Policy. In addition to providing such information, you agree to allow us to keep a record of that information during the period for which your account is active and within five (5) years after your account is closed, in compliance with global industry standards on data storage. You also authorize us to conduct necessary investigations directly or through a third party to verify your identity or protect you and us from financial crimes, such as fraud. The information we require to verify your identity may include but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during account registration. When providing the required information, you confirm it is true and accurate.



TERMS OF USE

AFTER REGISTRATION, YOU MUST ENSURE THAT THE INFORMATION IS TRUE, COMPLETE, AND TIMELY UPDATED WHEN CHANGED. IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED, OR INCOMPLETE, ONSCHAIN RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF ONSCHAIN SERVICES WE PROVIDE FOR YOU. Suppose WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED. In that case, YOU WILL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO ONSCHAIN DURING YOUR USE OF On AT THIS MOMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE AN OBLIGATION TO UPDATE ALL THE INFORMATION IF ANY CHANGE. BY REGISTERING AN ACCOUNT, YOU AT THIS MOMENT AUTHORIZE ONSCHAIN TO CONDUCT INVESTIGATIONS THAT ONSCHAIN CONSIDERS NECESSARY, EITHER DIRECTLY OR THROUGH A THIRD PARTY, TO VERIFY YOUR IDENTITY OR PROTECT YOU, OTHER USERS, AND ONSCHAIN FROM FRAUD OR OTHER FINANCIAL CRIMES AND TO TAKE NECESSARY ACTIONS BASED ON THE RESULTS OF SUCH INVESTIGATIONS. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT BUREAUS AND AGENCIES FOR FRAUD PREVENTION OR FINANCIAL CRIME PREVENTION, WHICH MAY RESPOND TO OUR INVESTIGATIONS IN FULL.

Account Usage Requirements

The account registrant can only use the Onchain Account. Onchain reserves the right to suspend, freeze or cancel the use of Onchain Accounts by persons other than the account registrant. If you suspect or become aware of unauthorized use of your username and password, you should notify Onchain immediately. Onchain takes no responsibility for any loss or damage caused by using the Onchain Account by you or any third party with or without your authorization.



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Account Security

Onschain has been committed to maintaining the security of User entrusted funds and has implemented industry-standard protection for Onschain Services. However, the actions of individual Users may pose risks. You'll agree to treat your access credentials (username and password) as confidential information and not to disclose such information to anyone else. You also agree that you should be solely responsible for taking the necessary security measures to protect your Onschain Account and personal information.

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

By creating an Onschain Account, you at this moment agree that:

You will notify Onschain immediately if you are aware of any unauthorized use of your Onschain Account and password or any other violation of security rules; You will follow all the mechanisms or procedures of Onschain regarding security, authentication, trading, charging, and withdrawal, and you will take the proper steps to log out from Onschain at the end of each visit.

Onschain Services

Upon completing the registration and identity verification for your Onschain Account, you may use various Onschain Services, including but not limited to. By the provisions of these Terms (including Onschain Platform Rules and other individual agreements). Onschain has the right to:

Provide, modify, or terminate, at its discretion, any Onschain Services based on its development plan; and allow or prohibit some Users' use of any Onschain Services by relevant Onschain Platform Rules.



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Service Usage Guidelines

License

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

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

Onchain owns any feedback, suggestions, ideas, or other information or materials (collectively called "Feedback") about Onchain or Onchain Services that you provide through email, Onchain Services, or different ways. You transfer all rights, ownership, and interests of the Feedback and all related intellectual property rights to Onchain. You have no right and, at this moment, waive any request for acknowledgment or compensation based on any Feedback or any modifications based on any Feedback.



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Restriction

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

During the use of Onchain Services, all activities you carry out should comply with the requirements of applicable laws and regulations, these Terms, and various guidelines of Onchain;

Your use of Onchain Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using Onchain Services;

You agree not to use the services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law);

Without written consent from Onchain, the following commercial uses of Onchain data are not permitted:

- 1) Trading services that use Onchain quotes or market bulletin board information.
- 2) Data feeding or streaming services that use any market data of Onchain.
- 3) Any other websites/apps/services that charge for or otherwise profit from (including through advertising or referral fees) market data obtained from Onchain.

Without prior written consent from Onchain, you may not modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties.

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You may not (i) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of Onchain Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through Onchain Services; (ii) attempt to access any part or function of the properties without authorization, or connect to Onchain Services or any Onchain servers or any other systems or networks of any Onchain Services provided through the services by hacking, password mining or any other unlawful or prohibited means; (iii) probe, scan or test the vulnerabilities of Onchain Services or any network connected to the properties, or violate any security or authentication measures on Onchain Services or any network connected to Onchain Services; (iv) reverse look-up, track or seek to track any information of any other Users or visitors of Onchain Services; (v) take any actions that imposes an unreasonable or disproportionately large load on the infrastructure of systems or networks of Onchain Services or Onchain, or the infrastructure of any systems or networks connected to Onchain services; (vi) use any devices, software or routine programs to interfere with the regular operation of Onchain Services or any transactions on Onchain Services, or any other person's use of Onchain Services; (vii) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to Onchain, or (viii) use Onchain Services in an illegal way.

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

Blocking and closing order requests;

Freezing your account;

Reporting the incident to the authorities;

Publishing the alleged violations and actions that have been taken;

Deleting any information you post that is found to be a violation.





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Disclaimer of Warranties

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

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



TERMS OF USE

Disclaimer of Damages and Limitation of Liability

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

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

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Indemnification

You agree to indemnify and hold harmless Onchain Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees, and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses, and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, Onchain Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of Onchain Services. Suppose you must indemnify Onchain Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees, or agents under these Terms. In that case, Onchain will have the right, in its sole discretion, to control any action or proceeding and to determine whether Onchain wishes to settle and, if so, on what terms.

Announcements

Please be aware that all official announcements, news, promotions, competitions, and airdrops will be listed on <https://onchain.com>. USERS UNDERTAKE TO REFER TO THESE MATERIALS REGULARLY AND PROMPTLY. ONSCHAIN WILL NOT BE HELD LIABLE OR RESPONSIBLE IN ANY MANNER OF COMPENSATION SHOULD USERS INCUR PERSONAL LOSSES ARISING FROM IGNORANCE OR NEGLIGENCE OF THE ANNOUNCEMENTS.

Termination of Agreement

Suspension of Onchain Accounts

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



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The Onchain Account is subject to a governmental proceeding, criminal investigation, or other pending litigation;

We detect unusual activities in the Onchain Account;

We see unauthorized access to the Onchain Account;

We are required to do so by a court order or command by a regulatory/government authority.

Cancellation of Onchain Accounts

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

after Onchain terminates services to you;

you allegedly register or register in any other person's name as an Onchain User again, directly or indirectly;

the information that you have provided is untruthful, inaccurate, outdated, or incomplete;

when these Terms are amended, you state your unwillingness to accept the amended Terms by applying for cancellation of your Onchain Account or by other means;

you request that Onchain Services be terminated; and any other circumstances where Onchain deems it should terminate Onchain Services.



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

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

Remaining Funds After Onchain Account Termination

As outlined in paragraph 4 below, once an Onchain Account is closed/withdrawn, all remaining account balance (including charges and liabilities owed to Onchain) will be payable immediately to Onchain. Upon payment of all outstanding charges to Onchain (if any), Users will have five business days to withdraw all Digital Assets or funds from the account.

Remaining Funds After Onchain Account Termination Due to Fraud, Violation of Law, or Violation of These Terms

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



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No Financial Advice

Onschain is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities effected by you using Onschain Services. No communication or information provided to you by Onschain is intended as or shall be considered or construed as investment advice, financial advice, trading advice, or any other sort of advice. Unless otherwise specified in these Terms, all trades are executed automatically based on the parameters of your order instructions. By posted trade execution procedures, you are solely responsible for determining whether any investment, investment strategy, or related transaction is appropriate for you according to your personal investment objectives, financial circumstances, and risk tolerance, and you shall be solely responsible for any loss or liability from that place. You should consult legal or tax professionals regarding your specific situation. Onschain does not recommend that any Digital Asset should be bought, earned, sold, or held by you. Before deciding to buy, sell or hold any Digital Asset, you should conduct your due diligence and consult your financial advisors before making any investment decision. Onschain will not be held responsible for the decisions you make to buy, sell, or hold Digital assets based on the information provided by Onschain.

Compliance with Local Laws

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



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Privacy Policy

Access to Onchain Services will require the submission of certain personally identifiable information. Please review Onchain's Privacy Policy at <https://Onchain.com> for a summary of Onchain's guidelines regarding collecting and using personally identifiable information.

Resolving Disputes: Forum, Arbitration, Class Action Waiver

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

Notice of Claim and Dispute Resolution Period. Please get in touch with Onchain first! Onchain would like to address your concerns without resorting to formal legal proceedings. If you have a dispute with Onchain, you should contact Onchain and a ticket number will be assigned. Onchain will attempt to resolve your dispute internally as soon as possible. The parties agree to negotiate in good faith to resolve the conflict (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

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



TERMS OF USE

Agreement to Arbitrate and Governing Law. You and Onchain Operators agree that subject to paragraph 1 above, any dispute, claim, or controversy between you and Onchain (and Onchain Operators) arising in connection with or relating in any way to these Terms or to your relationship with Onchain (and Onchain Operators) as a user of Onchain Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by mandatory final and binding individual (not class) arbitration, except as set forth below under Exceptions to Agreement to Arbitrate. You and Onchain Operators further agree that the arbitrator shall have the exclusive power to rule on their jurisdiction, including without limitation any objections concerning the existence, scope, or validity of the Agreement to Arbitrate or the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including, if applicable, attorney fees), except that the arbitrator may not award declaratory or injunctive relief in favor of anyone but the parties to the arbitration. The arbitration provisions outlined in this Section will survive the termination of these Terms— Arbitration Rules. The arbitration shall be subject to the HKIAC Administered Arbitration Rules (HKIAC. Rules) in force when the Notice of Arbitration is submitted, as modified by this Section X. The arbitration will be administered by the Singapore International Arbitration Centre (HKIAC). Unless the parties agree otherwise, only one arbitrator shall be appointed per the HKIAC Rules. Any arbitration will be conducted in the English language. Regardless of how the arbitration is completed, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

JUDGMENT ON ANY ARBITRAL AWARD MAY BE GIVEN IN ANY COURT HAVING JURISDICTION OVER THE PARTY (OR OVER THE ASSETS OF THE PARTY) AGAINST WHOM SUCH AN AWARD IS RENDERED. Time for Filing: ANY ARBITRATION AGAINST ONSCHAIN OPERATORS MUST BE COMMENCED BY FILING A REQUEST FOR ARBITRATION WITHIN ONE (1) YEAR AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT period.

TERMS OF USE

THIS ONE-YEAR LIMITATION PERIOD IS INCLUSIVE OF THE INTERNAL DISPUTE RESOLUTION PROCEDURE SET FOOULINED INRAPH 1 OF THIS SECTION, ABOVE THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERPERIOD applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time perperioded by applicable law. Process; Notice: The party intending to seek arbitration after the expiration of the Dispute Resolution Period outlined in paragraph 1 above must submit a request to the HKIAC per the HKIAC Rules. If we ask for arbitration against you, we will let you know at the email address or mailing address you have provided. You agree that any information sent to this email or mailing address shall be considered adequate for all purposes, including determinations of the adequacy of service. You must ensure that the email and mailing address on file with Onchain are up-to-date and accurate. The seat of Arbitration: The seat of the arbitration shall be Singapore. Place of Hearing: The location of any in-person arbitration hearing shall be Singapore unless otherwise agreed to by the parties. Governing Law: These Terms (including this arbitration agreement) shall be governed by, and construed by, the laws of Singapore. Confidentiality. The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any nonpublic information provided in the arbitration, and any submissions, orders, or awards made in the arbitration (together, the "Confidential Information") shall not be disclosed to any non-party except the tribunal, the HKIAC, the parties, their counsel, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the preceding, a party may disclose Confidential Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive termination of these Terms and any arbitration brought under these Terms.

Class Action Waiver

You and Onchain agree that any claims relating to these Terms or your relationship with Onchain as a user of Onchain Services (whether based on contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) shall be brought against the other party in arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and Onchain further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, expected, or private attorney general action to the extent permissible by applicable law.



TERMS OF USE

Modifications

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

Severability

Suppose any portion of these Terms is adjudged invalid or unenforceable for any reason or extent. In that case, the remainder of these Terms will remain valid and enforceable, and the invalid or unenforceable portion will be given effect to the greatest extent permitted by law—pending closure of your account.

Miscellaneous

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

Entire Agreement

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



TERMS OF USE

Interpretation and Revision

Onschain reserves the right to alter, revise, modify, and change these Terms at any time. All changes will take effect immediately upon being published on Onschain websites. I want you to know that you are responsible for regularly checking relevant pages on our websites/applications to confirm the latest version of these Terms. If you do not agree to any such modifications, your only remedy is to terminate your usage of Onschain Services and cancel your account. In these Terms, you agree that Onschain will not be responsible for any modification or termination of Onschain Services by you or any third party or suspension or termination of your access to Onschain Services.

Force Majeure

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

Severability

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

Assignment

You may not assign or transfer any right to use Onschain Services or any of your rights or obligations under these Terms without prior written consent from Onschain, including any right or obligation related to the enforcement of laws or the change of control. Onschain may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.



TERMS OF USE

Waiver

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

Third-Party Website Disclaimer

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

Matters Related to Apple Inc

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

Contact Information

For more information on Onchain, refer to the company and license information on Onchain websites. If you have questions regarding these Terms, please get in touch with Onchain for clarification via our Customer Support team.



TERMS OF USE

<https://www.onschain.com>