

# Finight User Service Agreement

## Introduction

Finight is an information intermediary service platform that provides digital asset trading and related services. This User Service Agreement (the "Agreement") sets forth the terms and conditions governing the use of the Finight platform (the "Platform") by users (each, a "User").

## Scope of Application

This Agreement applies to all Users of the Platform, including individual Users and institutional Users.

## Registration and Acceptance of Terms

To use the Platform, Users must first register an account and agree to the terms of this Agreement. By registering an account and using the Platform, Users agree to be bound by the terms of this Agreement.

## User Undertakings

When using the Platform, Users undertake to:

- \*Provide truthful, accurate, and up-to-date information.
- \*Use the Platform for legal purposes and not violate any laws or regulations.
- \*Ensure that the funds used for trading are from legal sources.
- \*Maintain and update their profiles.
- \*Not be residents of or registered in restricted locations.
- \*Not be on any sanction lists.
- \*Comply with all rules issued by the Platform.

### Platform Measures for Violations

If a User violates the terms of this Agreement, the Platform may take the following measures:

- \*Suspend or terminate the User's account.
- \*Deduct illicit gains.
- \*Hold the User accountable.

### Platform Services

The Platform provides the following services:

- \*Digital asset trading services
- \*Customer services
- \*Technical and management services
- \*Other publicly announced services

### Handling Errors

The Platform will not be liable for any losses or damages caused by handling errors.

### Professional Advice

The Platform does not provide any investment, legal, taxation, or other professional opinions to Users. Users should consult relevant professionals for professional advice related to digital asset transactions.

## Trading Rules

Users should carefully read trading information and fully understand the content before conducting transactions.

## Service Modifications

The Platform may modify, suspend, or terminate services for various reasons. The Platform will announce the effective dates of modifications, suspensions, or terminations.

## Account Security

Users are responsible for ensuring the confidentiality of their account and password. Users should create secure passwords, avoid sharing accounts or passwords, and promptly notify the Platform of any unauthorized use.

## Account Closure

Users must settle outstanding payables and withdraw available digital assets before ceasing to use their account. Account closure may include the removal of registration information.

## User Account Termination

If the identity verification procedure for a User account fails to be completed and the account remains unused for a year, the Platform has the right to terminate the account. Upon termination, the Platform may suspend, close, or delete the User account and all related materials and files.

## Prohibited Businesses

Users are not allowed to use Platform services for any illegal purposes. Users must abide by the relevant laws and regulations, as well as internet protocols, rules, and procedures.

## User Responsibilities

Users are responsible for any losses or damages caused by their breach of this Agreement or by their use of the Platform services.

## Indemnification

Users agree to indemnify the Platform against any claims or demands for compensation resulting from their breach of this Agreement or violation of any laws or rights. This includes claims from third parties.

## Lack of Platform Guarantee

The Platform does not guarantee uninterrupted services or the timeliness and security of services. The Platform is not responsible for any losses or damages incurred by Users during the use of Platform services. This includes the failure of the system, maintenance shutdowns, telecommunication errors, hacker attacks, and other force majeure events.

## Limitation of Platform Responsibilities

The Platform does not guarantee that services will meet User needs or be free from interference or error. The Platform is not responsible for the quality or content of services provided by cooperation partners. The Platform is not liable for any indirect, special, or incidental losses incurred by Users.

## Disputes and Information Requests

If Users have a dispute with a project owner or third party related to a digital asset transaction, they cannot request the Platform to provide information outside of judicial or administrative channels.

## Third-party Websites

Users are responsible for judging the content, products, and information of third-party websites. The Platform is not associated with the risks involved in using third-party websites.

## Advice or Information

Advice and information from the Platform do not guarantee Platform services. Users should use their discretion when relying on advice or information from the Platform.

## Accuracy of External Links

### **Risk Disclosure Statement**

Before trading or transacting using Finight's Services, it is important to understand the risks involved. This Risk Disclosure Statement provides you with information about the risks of trading Digital Tokens and using Finight's Services.

#### Trading risks

- The price of Digital Tokens can fluctuate greatly, and you could lose all of the Funds you have invested.
- You may not be able to buy or sell Digital Tokens when you want to, due to market conditions or other factors.
- Finight may suspend trading in or cease to offer Services in respect of any of the Digital Tokens at any time.

#### Internet transmission risks and error correction

- There is a risk of communication failures, disruptions, errors, distortions or delays when trading via Finight's Services.
- If an order, trade or transfer is based on a Manifest Error, Finight may correct, reverse or cancel the order, trade or transfer.

#### Risks associated with attacks on the Services or the Finight Accounts

- The Services and/or the Finight Accounts and the Funds held therein may be subject to attacks on their security, integrity or operation.
- Finight is not responsible for any losses resulting from such attacks.

#### Risks arising from properties of Digital Tokens

- Digital Tokens and the underlying technology used to create, issue, transfer, cancel, use or transact in Digital Tokens may be vulnerable to attacks.
- Digital Tokens may change or cease to operate as expected due to changes to the underlying technology, a change made using features or functions built into the underlying technology, or an attack.
- Digital Tokens may be cancelled, lost or double spent, or have their traded price diminished, due to attacks, changes to the functions, characteristics, operation, use and other properties of the Digital Token or failure of the Digital Token to operate as intended.
- Finight may not support related side chains or other underlying technology of Digital Tokens that are based on a fork, enhancement, or derivative of a different Digital Token or underlying technology.

#### Regulatory risks

- The regulatory status of Digital Tokens is unclear or unsettled in many jurisdictions.
- Finight may cease offering Services in respect of any of the Digital Tokens or prohibit use of the Services in or from certain jurisdictions in the event that governmental actions make it unlawful or commercially undesirable to continue to offer such Services in respect of any Digital Token.

#### Counterparty risk

- Finight has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any Digital Tokens that you may purchase or sell to or from a user of the Services.
- There is no guarantee fund established or other arrangement in place to cover or compensate you for any pecuniary loss suffered by you as a result of any defaults by or the insolvency of any other users of the Services.

#### Disclaimer

Finight is not responsible for any losses you may suffer as a result of trading Digital Tokens or using Finight's Services. You agree to waive any and all claims against Finight in connection with such losses.

#### Recommendations

- You should only trade Digital Tokens if you have sufficient financial resources and can afford to lose all value of the Digital Tokens, or suffer substantial losses.
- You should conduct your own independent analysis of the risks specific to the Digital Tokens and the Services.
- You should seek independent professional advice if you do not fully understand the risks of trading Digital Tokens or using Finight's Services.