

# **Gate.io**

# **User Agreement**

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## Gate.io User Agreement

### I General

1.1 Before using or accessing Gate.io website and API located on <https://gate.io/api2> and any services made available through the Site such as <https://gate.io/zendesk> (collectively, the “Services”), you should read Gate.io USER AGREEMENT (“Agreement”) carefully and understand all the terms and conditions, especially for the contents highlighted by italic, bold, underline or color , the

Agreement consist of the main body, policy of privacy, as well as any rules, statements, instructions, etc. that this website has published or may publish in the future. For the convenience of wording in this Agreement, the website are referred to as “we”, or “Website”.

By accessing, downloading, using or clicking on “I agree” to accept any Gate.io Services, you agree that you have read, understood and accepted all of the terms and conditions stipulated in these Agreement alongside any other agreement you may be required to accept such as Privacy Policy. 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 these terms carefully as they govern your use of Services. THESE TERMS CONTAIN IMPORTANT PROVISIONS INCLUDING AN ARBITRATION AND MEDIATION PROVISION THAT REQUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF MEDIATION AND LEGALLY BINDING ARBITRATION. BY MAKING USE OF SERVICES YOU ACKNOWLEDGE AND AGREE THAT, INTER ALIA, 1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF CRYPTOCURRENCIES AND THEIR DERIVATIVES; 2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF SERVICES AND TRANSACTIONS OF CRYPTOCURRENCY AND THEIR DERIVATIVES; AND 3) WE SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES RESULTED THEREFROM.

This Website only provides online transaction and platform services for you to engage in digital asset trading activities through this Website (including but not limited to the digital asset transactions etc.). This Website does not participate in the transaction of digital assets as a buyer or seller; This Website does not provide any services relating to the replenishment and withdrawal of the legal currency of any country.

## **1.2 Risk Reminder:**

(a) The digital asset market is new and unconfirmed, and will not necessarily expand;

(b) The digital assets themselves are not offered by any financial institution, corporation or this Website;

(c) Digital assets are primarily used by speculators, and are used relatively less on retail and commercial markets; digital asset transactions are highly risky, due to the fact that they are traded throughout the day without limits on the rise or fall in price, and market makers and global government policies may cause major fluctuations in their prices;

(d) Digital assets trading is highly risky and therefore not suitable for the vast majority of people. You acknowledge and understand that investing in digital assets may result in partial or total loss of your investment and therefore you are advised to decide the amount of your investment on the basis of your loss-bearing capacity. You acknowledge and understand that digital assets may generate derivative risks. Therefore, if you have any doubt, you are advised to seek assistance from a financial adviser first. Furthermore, aside from the above-mentioned risks, there may also be unpredictable risks. Therefore, you are advised to carefully consider and use clear judgment to assess your financial position and the above-mentioned risks before making any decisions on buying and selling digital assets; any and all losses arising therefrom will be borne by you and we shall not be held liable in any manner whatsoever.

You are hereby informed that:

(a) You understand that this Website is only intended to serve as a venue for you to obtain digital asset information, find trading counter parties, hold negotiations on and effect transactions of digital assets. This Website does not participate in any of your transactions, and therefore you shall, at your sole discretion, carefully assess the authenticity, legality and validity of relevant digital assets and/or information, and solely bear the responsibilities and losses that may arise therefrom.

(b) All opinions, information, discussions, analyses, prices, advice and other information on this Website are general market reviews and do not constitute any investment advice. We do not bear any loss arising directly or indirectly from reliance on the above mentioned information, including but not limited to, any loss of profits.

(c) We reserve the right to determine, amend or modify any contents of this Website at any time at our sole discretion. We have taken reasonable measures to ensure the accuracy of the information on the Website; however, we do not guarantee the degree of such accuracy, or bear any loss arising directly or indirectly from the information on this Website or from any delay or failure caused by failure to link up with the internet, transmit or receive any notice and information.

(d) Using internet-based trading systems also involves risks, including, but not limited to failures in software, hardware or Internet links, etc. In view of the fact that we cannot control the reliability and availability of the Internet, we will not be responsible for any distortion, delay and link failure.

(e) It is prohibited to use this Website to engage in any illegal transaction activities or illegitimate activities, such as money laundering, smuggling and commercial bribery. In the event that any suspected illegal transaction activities or illegitimate activities is uncovered, this Website will adopt all available measures, including but not limited to freezing the offender's account, notifying relevant authorities, etc., and we will not assume any of the responsibilities arising therefrom and reserve the right to hold relevant persons accountable;

(f) It is prohibited to use this Website for the purpose of malicious manipulation of the market, improper transactions or any other illicit trading activities. Where any of such illicit trading activities is uncovered, this Website will adopt such preventive and protective measures as warning, restricting trading and closing accounts against any and all such malicious manipulation of prices, maliciously influencing the trading system and any other illicit behaviors; we do not assume any of the

responsibilities arising therefrom and reserve the right to hold relevant persons accountable.

1.3 The Services are owned and controlled by Gate Global, Corp. (“Gate.io”). Gate.io provides an online service that allows users to exchange between themselves different blockchain assets, which are data that typically represents transaction, access, or other participation rights on corresponding blockchain networks (collectively, “Assets”). Depending on the User’s country of residence, Gate.io may offer User with other ancillary services that are legally permitted by local government and authorities. You may not be able to access the full service of this site at certain locations. It is your responsibility to follow those rules and laws in your country of residence and/or country from which you access this site and services. By clicking the "Create Account" button or by accessing or using the services, you agree to be legally bound by the Agreement and accept all the terms and conditions of the Agreement. If you do not agree to be bound by these terms and conditions, do not access this site and do not use the service.

1.4 By creating an account with Gate.io (“Account”), you agree to maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer, tablet, or mobile device and take legal responsibility for all activities that occur under your Account and accept all risks of unauthorized access.

1.5 We reserve the right to make changes or modifications to the Agreement, affiliated service terms, activities terms or announcement from time to time, in our sole discretion without notice. The amended terms will be deemed effective immediately upon posting. You may check back for the latest Agreement. Your continued use of this site and the services acts as acceptance of such changes or modifications. If you do not agree to any amended terms, you must discontinue using or accessing our Service. By using and accessing our service, you are deemed to agree to and fully understand the Agreement and contents in other affiliated service terms, including the amended terms made by Gate.io from time to time.

## **II Eligibility**

2.1 By accessing or using our Services, You represent and warrant that You are at least 18 years old and have not previously been suspended or removed from the Site or Services. You also represent and warrant that You are not on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List, nor restricted or prohibited from engaging in any type of trading by the European Union, Hong Kong Monetary Authority, Hong Kong Customs and Excise Department, Office of Foreign Asset Control as well as any other administrative law enforcement agencies in other jurisdictions. Meanwhile, you also warrant that your use of the Website Services is in accordance with your local laws and regulations, and all responsibilities arising therefrom shall be borne by You. Also, we may not make all of the Services available in all markets and jurisdictions, and may restrict or prohibit use of all or a portion of the Services from Restricted Locations. Use of the service by users from the United States of America, Mainland China, Canada, Singapore, Malaysia, Malta, Cuba, Iran, North Korea, Sudan, Syria, Venezuela, Crimea region, Bangladesh, Bolivia, Ecuador, Kyrgyzstan is prohibited. In addition, any users in Hong Kong China, UK (retail users only), Netherlands, Germany, France, Lithuania, Italy is prohibited from using products and services provided by this website other than the spot trading. The content of the Terms shall not be excluded from the laws of the country or region under which the User belongs. As a result, if You do not meet these eligibility requirements, do not use our Services. The list of countries or regions mentioned above may change according to changes in policies and product types. We may not inform you specifically of the changes on such occasions. Please pay attention to any updates of this agreement.

2.2 To use our services, you shall have proper devices and pay for cost that may occurs, including but not limited to computer, mobile phone, modem and cost for Internet connection and phone call.

2.3 By clicking to I agree to the Gate.io User Agreement button, you are deemed to agree to all the terms and conditions of the Agreement and have the legal

right and full capacity to use all the services, including but not limited to checking the related information of the services, placing orders, making trading activities rationally, and agree to take all the risks.

2.4 You shall not use the site or any services to disrupt trading order of Gate.io or for illegal activities. You shall provide accurate, current and complete information and shall not falsify or materially omit any information or provide misleading information to Gate.io, including but not limited to using phone number or email address borrowed or stolen. You shall not use the Site or Service to make spoofing or wash trading or cheat in trading. Gate.io reserve the rights to address such behaviors through an appropriate sanction, in its sole and absolute discretion, including without limitation to canceling the trading eligibility and illegal earnings, suspending service and blocking account. In the case your behaviors cause loss to Gate.io, Gate.io reserves the rights to claim damages and take legal action against you.

2.5 When you have a Gate.io account, you agree to:

(1) create a strong password that you do not use for any other website or online service and enable two factor authentication as a further protection ;

(2) maintain the security of your Gate. io account by protecting your login credentials and restricting access to your account ;

(3) take responsibility for all activities that occur under your account and accept all risks of any authorized or unauthorized access to your account.

(4) accepted to be bound by all terms and conditions of this Agreement;

(5) You confirm that you have attained the age of 16, or another statutory age for entering into contracts as is required by a different applicable law, and your registration with this Website, purchase or sale via this Website, release information on this Website and other behaviors indicating your acceptance of the Services offered by this Website shall comply with the relevant laws and regulations of the

sovereign state or region that has jurisdiction over you, and you confirm that you have sufficient capacity to accept these terms and conditions, enter into transactions and to use this Website for digital asset transactions.

(6) You agree to undertake any and all liabilities for your own transaction and non-transaction activities as well as any and all profits and losses therefrom.

(7) You confirm that the information provided at the time of registration is true and accurate.

(8) You agree to comply with any and all relevant laws, including the reporting of any transaction profits for tax purposes.

(9) You agree to receive emails or short messages sent by this Website related to the management and operation thereof.

### **III Rights and Obligations of this Web site**

The Website may suspend or terminate your account or use of the Service, or the processing of any digital asset transaction, at any time if it determines in its sole discretion that you have violated this Agreement or that its provision or your use of the Service in your jurisdiction is unlawful.

When this Website finds at its sole discretion that you or your associated account user is not suitable for high-risk investment, this Website shall have the right to suspend or terminate the use of your account and all associated accounts thereof.

If you do not have the registration qualifications agreed on in this Agreement, this Website shall have the right to refuse to allow you to register; if you have already registered, this Website shall have the right to revoke your member account, and this Website reserves the right to hold you or your authorized agent accountable.

Furthermore, this Website reserves the right to decide whether to accept your application for registration under any other circumstances.

When this Website finds out that the user of an Account is not the initial registrant of that Account, it shall have the right to suspend or terminate the user's access to that Account.

Where by means of technical testing or manual sampling, among others, this Website reasonably suspects that the information you provide is wrong, untrue, invalid or incomplete, this Website shall have the right to notify you to correct or update the information, or suspend or terminate its supply of the services to you.

## **IV Margin trading & lending and Perpetual Contracts**

This section applies only to the extent you are permitted to engage in margin trading & lending and Gate.io Contracts on Gate.io. Margin trading & lending and Perpetual Contracts are not allowed where prohibited by applicable laws and regulations or Gate.io user agreement. Gate.io reserves the right to amend and/or remove margin trading & lending and perpetual contracts functionalities in your Country any time with or without prior notice to you.

### **4. 1 Margin Trading and Lending**

4. 1. 1 Margin trading is a form of trading in which you trade with an extra amount of blockchain assets borrowed from someone on the basis of the blockchain assets you already have. On Gate.io, you can use borrowed blockchain assets from other users to go short or long.

Margin trading risks:

Margin trading is highly risky. As a margin trader, you acknowledge and agree that you shall access and use the margin trading and borrowing service at your own risks:

(1) Trading markets are extremely volatile and shift quickly in terms of liquidity, market depth, and trading dynamics. The use of leverage can work against you as well as for you and can lead to large losses as well as gains.

(2) You are not eligible for receiving forked coins split from any blockchain asset in your margin account, even if you have not engaged in any margin trading or borrowing at all.

(3) The loan carries risks and the value of your blockchain assets may drop. If the value of your assets drops below a certain level, you are responsible for responding to this market circumstance.

(4) Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, there is insufficient liquidity Gate.io in the market or due to technical issues on Gate.io.

(5) Placing contingent orders will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.

(6) There is no guarantee measure against losses on margin trading. As a borrower, you may sustain a total loss beyond what you have deposited to your margin account.

#### 4.1.2 Lending risks

As a lender, you can lend your blockchain assets to other users on Gate.io by offering a loan at a set interest rate and duration on Lending page. When you lend your assets,

(1) You risk the loss of an unpaid principal and interests if the borrower defaults on a loan and liquidation of the borrower's margin account fails to cover the outstanding loan.

(2) You risk the loss of forked coins split from the blockchain assets if your blockchain assets are in lending offers or loaned out when the fork takes place.

(3) You risk a drop of value for blockchain assets you loaned out when the value drops dramatically and you can not sell it timely.

#### 4.1.3 To enter in to margin trading or lending,

(1) You should fully understand the risks associated with the margin trading and lending and solely responsible and liable for any and all trading and non-Gate.io activity on your Gate.io account. Do not enter into transaction or invest in funds that are above your financial abilities.

(2) You are solely responsible and liable for knowing the true status of any position or lending with any other party on Gate.io, even if presented incorrectly by Gate.io at any time.

(3) You agree to maintain in your Gate.io margin account a sufficient amount of blockchain assets required by Gate.io for users to engage in margin trading and return your loan in full timely. Failure to maintain sufficient amount of assets or fail to return outstanding loan duly can result in the forced-liquidation of assets in your margin account.

(4) Gate.io cannot guarantee to stop losses even with the ability to force-liquidate any of your positions. If, after your positions are liquidated, your assets are insufficient to cover the outstanding loan, you are still responsible for any additional assets shortfall.

(5) Gate.io may, in its sole discretion, perform measures to mitigate potential losses to you on your behalf, including, but not limited to, transferring balances from your margin to your exchange account and/or from your exchange to your margin account

(6) When you lend your blockchain assets, you acknowledge that Gate.io will not be and is not responsible for any loss from offering loan on the Gate.io and any losses incurred by a borrower or any other party on Gate.io platform.

(7) You agree that you conduct all trading, margin trading, lending, and/or borrowing on your own account and claim full responsibility for your activities.

Gate.io does not take any responsibility for any loss or damage incurred as a result of your use of any services or your failure to understand the risks involved associated with assets use generally or your use of our services.

## 4.2 Perpetual Contract

4.2. 1 A Perpetual Contract is a product similar to a traditional futures Contract in how it trades, but does not have an expiry date. Perpetual Contracts trade like spot, tracking the underlying Index Price closely. It achieves this via the mechanics of a Funding component, that is, users who hold a position over the funding time stamp either pay or receive funding based on a funding rate and your position value.

### 4.2.2 Perpetual Contract Risks

Perpetual contract trading involves substantial risk of loss and is not suitable for all investors. You understand the risks involved in trading and have considered and will continue to carefully consider whether trading is suitable in light of your financial circumstances and resources.

(1) Perpetual contract is highly – leveraged. Highly-leveraged position and large contract sizes make investor vulnerable to huge losses even for small movements in the market. You may lose your entire margin on your contract account.

(2) Gate.io may, at its sole discretion, close your open order and liquidates your position without notice to you to control risks.

(3) Gate.io may close your position at the bankruptcy price of other user's in the event of Auto-Deleveraging if you are at the priority rank of profit and leverage without notice to you.

(4) If you hold position over the funding time stamp, you may either pay or receive funding based on a funding rate and your position value. The amount of funding may be huge depending on the funding rate and your position value.

(5) Gate.io may require you higher margin levels for larger position sizes at its sole discretion.

(6) You are not eligible for receiving forked coins for any of your assets in your Contract account in the event of a fork.

(7) Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, if there is insufficient liquidity in the market or due to technical issues on our platform. Placing contingent orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders. The use of leverage can work against you as well as for you and can lead to large losses as well as gains.

#### 4.2.3 To enter into Perpetual Contracts:

(1) You are at least 18 years of age and have the capacity to enter into perpetual contracts trading on Gate.io.

You fully understand the rules and risks of perpetual contracts and accept all the risks and consequences yourself.

We may, at our sole discretion, close your positions, seize your earning, and block your Account in the event we suspect or have reason to believe you are engaged in suspicious trading or other activity or have breached terms of our User Agreement. You shall not hold Gate.io liable for any loss and you will still be liable for any damages to Gate.io.

(2) You agree to maintain a sufficient amount of margin at all times to meet Gate.io minimum margin requirements, which is subject to changes from time to time. If the value of your positions drops below a certain level, you are responsible for responding to it with additional margin. Failure to respond can result in closing your open order and forced- liquidation of your positions. In the case of a forced liquidation, your position will be taken over by Gate.io and liquidated at the bankruptcy price.

(3) You fully understand and agree: When a forced liquidation is triggered, if Gate.io is unable to liquidate the position at the bankruptcy price, Gate.io will spend the Insurance Funds aggressing the position in the market in an attempt to close it. If this still does not close the liquidated order, this will then lead to an Auto-

Deleveraging event where opposing traders' positions by profit and leverage priority are automatically deleveraged. If Gate.io is able to liquidate the position at better than the bankruptcy price, the additional funds will be added to the Insurance Fund.

(4) If you hold position over the funding time stamp, you may either pay or receive funding based on a funding rate and your position value. You agree to such payment exchange based on the funding rate and position valued calculated by Gate.io.

(5) You are solely responsible and liable for any trading and no-trading activities on Gate.io and accept all the risks and you are solely responsible for knowing the true status of any position with any other party on Gate.io, even if presented incorrectly by Gate.io at any time.

## **VI Risk Disclosure Statement**

5.1 Trading blockchain assets can be extremely risky. Trading markets are volatile and shift quickly. The blockchain networks may go offline due to attack, bugs, hard forks, or other unforeseeable reasons. Gate.io may experience sophisticated cyber-attacks, unexpected surges in activity, or other operational or technical difficulties that may cause service interruptions. You are solely responsible and liable for any and all trading and non-trading activity for your account on the site and fully responsible for safeguarding access to your account and any information provided through the site.

5.2 You do your own appraisal and investigations and accept the risk of trading blockchain asset. By using the site to enter into transaction, you represent that you are solely responsible for you own appraisal and investigation into the risks of the transaction and the underlying blockchain assets. You represent that you have sufficient knowledge and experience to make your own evaluation of the merits and risks. Listing Gate.io a blockchain asset does not indicate Gate.io approval or disapproval of the underlying technology in related to any blockchain asset, and should not be used as a substitute for your own understanding of the risks specific

to each blockchain assets. We give you no warranty as to the suitability of the blockchain assets and assume no fiduciary duty in our relations with you.

5.3 You accept all risk of sending your blockchain asset to an address. Blockchain asset transactions is not reversible. Once you send blockchain asset to an address, you accept the risk that you may lose access to your asset indefinitely. You are solely responsible for the address you send your blockchain asset to. If you deposit any blockchain asset to Gate.io that is not listed on your deposit page, it will not be possible for us to return the assets. It is your responsibility to ensure that the address to which you are depositing is listed on your deposit page Gate.io. If you withdraw from Gate.io to a third party that returns the withdrawal to the address from which it was sent, those assets will not be recoverable.

5.4 Gate.io does not advise on trading risk. If at any point Gate.io or its representatives do provide trading recommendations or any other information, the act of doing so imposes no obligation of truth or due diligence on behalf of Gate.io or its representatives.

5.5 Gate.io may delist a blockchain asset at any time in its sole discretion.

5.6 Gate.io may correct, reverse, or cancel any trade impacted by an error in processing your purchase or buying, or correct or reverse or cancel your deposit or withdrawal of blockchain asset impacted by an error in processing your deposit or withdrawal.

5.7. Gate.io may seize your abandoned property. If you have not logged into your account on the site for an uninterrupted period of two years, Gate.io reserves the right to deem any and all property that you hold on the site, including blockchain assets, to be abandoned, without notice to you. If your property is abandoned, it will be immediately forfeited to and seized by Gate.io and Gate.io may donate them to a nonprofit group. 4.8 You accept risk of missing communication from Gate.io may post information on the site webpage or its twitter or communicate with you by email or support ticket from time to time.

You understand and agree that if Gate.io post information or send you information but you fail to receive it, Gate.io will be deemed to have provided the information to you regardless.

## **VI Privacy Policy**

6.1 We collect information about you in accordance with the laws and regulations, including

6.1.1 information we collect when you create an online account, complete a transaction, fill out a form, respond to surveys, post messages to our chatroom or twitters or otherwise communicate with us; 6. 1.2 information we automatically collect when you use the site and service, including but not limited to device identifiers, mobile network information, the type of browser used, IP address and other standard web log data and information collected by Cookies and similar tracking technologies;

6.1.3 Information we collect from third parties, including identity verification services;

6.1.4 information we collected from other sources legally.

6.2 We will implement reasonable security practices to help protect the security of your information and will not disclose your non-public information, including name, password and phone number, to any other third party without your prior permission, excepting for the following cases:

6.2.1. disclose your information to yourself or a third party with your consent.

6.2.2 disclose your information with your consent so that you may use products or services

6.2.3. disclose or share your information to comply with our legal obligations to authorities stipulated by laws and regulations, including without limitation to, administrative authorities and financial authorities. 6.2.4 when we believe, in our sole discretion, that the disclosure of your information is necessary to prevent

physical harm or financial loss, to report suspected illegal activity, or to investigate violations of or enforce our user agreements or other policies and agreements.

## **VII Service Modification, Suspension and Termination**

7.1 You can check transactions information and related materials posted on Gate.io and participate in specific financial related activities provided by Gate.io currently or in the future according to the Agreement and use of service rules posted.

7.2 You should use services on Gate.io in accordance with the Agreement and related rules on a volunteer, fair, and honest basis; should not use the site or our services to infringe the legitimate rights and interests of others or make improper profits or disturb the normal order of online trading.

7.3 When you accept to use services of Gate.io, you also agree to accept information service provided by Gate.io and authorize Gate.io to send commercial information to your email address, mobile phone and other communication address. You can choose to decline such information service by doing specific changes according to our instructions.

7.4 Though we strive to maintain the site to provide you sustainable, safe, stable and smooth services, there are no guarantee that the service will be no delays, failures, errors, omissions or loss of transmitted information. You understand and agree that we have the right to suspend service for system update and upgrading, new function addition, and other cases where service shall be interrupted by our judgment.

7.5 We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our services.

7.6 If you disagree to any of the amended terms of the Agreement or is unsatisfied with our services, you have the rights to:

7.6.1 Stop accessing or using Gate.io services

7.6.2 Notify Gate.io to terminate services for you by contacting our support. When your service is terminated, your rights to use Gate.io services terminate and Gate.io has no obligation to deliver information or services pending to deliver to you or third party without direct relation.

## **VIII User Rights**

### **8.1 Your login credentials and security**

8.1.1 You have the rights to choose to be or not to be Gate.io member. If you choose to be a member, you may create your account and set a preferred nickname. The nickname shall not contain any word with insulting, threatening or pornographic indication or infringing on others' legitimate rights.

8.1.2 You become a member of Gate.io by creating an account successfully and obtain a combination of username (or email address) and password. You are solely responsible and liable for all the activities and events logged in using this combination of username (or email) and password and accepts all the risks.

8.1.3 You have the obligation to protect your Gate.io account, user name and password, SMS verification code (verification code sent to your phone number in message) and TOTP code (dynamic code generated by the authentication app associated to your Gate.io account, which can be set in Two Factor Authentication on Gate.io page), API Key and Secret and is solely responsible for the safety of user name and password, SMS code and TOTP, API key and secret. User shall take responsibility and liability for legal consequence from leaking the above mentioned information and shall not hold Gate.io liable for any loss of asset due to the leakage of the information caused not by us.

8.1.4 You can reset password via email associated to your Gate.io account or SMS sent to your phone number associated to your Gate.io account in the case the account was created via phone number. You shall promptly notify us if you discover or otherwise suspect any security breaches related to your Gate.io account or unauthorized use of your Gate.io account.

8.1.5 Gate.io will not ask for your password or ask you to deposit to address not provided on the site. You should never believe in any discounts or promotion information and send your asset to address not provided by the site. It is your responsibility to ensure you send asset to the correct address provided for that asset by us. You shall not hold Gate.io liability for loss of asset by sending assets to address not provided by us.

8.2 You have the right to get rewarding or privileges from Gate.io by making contribution to Gate.io in accordance with rules set by Gate.io.

8.3 You have the right to modify your account information that can be modified and decide if to fill contents that is not a must.

8.4 You have the right to join Gate.io community and post comments or articles without violation of rules of Gate.io and laws or regulations.

8.5 You have the right to participate in online or offline activities organized or provided by Gate.io.

8.6 You have the right to enjoy related services provided by Gate.io according to the related rules and terms of Gate.io.

## **IX User Obligations**

9.1 You may make comment on the product or service provided by Gate.io and make modification or deletion within proper ranges, but should not use the site to threat national security, leak national secret, infringe on the legitimate rights of other individuals or social community or nation and for other illegal activities; you shall not use the site to propagate information violating policies, laws and regulations and social norms.

9.2 You should not create Gate.io account for malicious purpose, including but not limited to creating several accounts for hyping, profit making or receiving awards. You should not use another user' s account. In the case Gate.io detect the above mentioned activities, Gate.io may take necessary actions in our sole discretion, including but not limited to, deleting the contents you posted, canceling your

rewards, privilege or assets on Gate.io, suspending or terminating your account, even taking legal proceedings against you.

9.3 You should not use Gate.io as arena, platform or media for any unauthorized or illegal activities. You should not use the name of Gate.io to participate in any commercial activity or use Gate.io as arena, platform or media for commercial purpose, without our prior authorization or permission. In the case Gate.io detect the above mentioned activities, Gate.io may take necessary actions in our sole discretion, including but not limited to, deleting the contents you posted, canceling your rewards, privilege or assets on Gate.io, suspending or terminating your account, even taking legal proceedings against you.

9.4 Any information posted on Gate.io by you in any form shall conform to good practice of social norms and shall not violate laws and regulation and terms and rules on Gate.io or harm or negatively affect the legitimate rights and interest of others. You shall take full responsibilities and liabilities for all the circumstances for your behaviors for posting such information and Gate.io reserves the rights to claim damages against you.

## **X Limitation of Liability & Waiver**

10.1 Gate.io is not responsible for damages caused by delay or failure to perform undertakings when the delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; delays or defaults caused by common carriers; acts or omissions of third parties; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of force majeure, Gate.io is excused from any and all performance obligations and these Services shall be fully and conclusively at an end.

10.2 As a third party in online service supplier, Gate.io does not guarantee that the information and services on the site fully stratify your needs and shall not be

hold liability to any error, insultation, slanders, inaction, blasphemy or pornography that you may experience during using our services.

10.3 Given the specialty of Internet, Gate.io does not guarantee our service will not be interrupted and does not guarantee the timeliness, safety of services and does not take liability for damages not directly caused by Gate.io.

10.4 Gate.io strives to provide you with safe access to the site and services, but Gate.io does not represent or guarantee the site or the servers are safe without malicious element or virus or other potential risk. You shall scan and process file or other elements downloaded from the site with industry recognized software. You should use your own judgment to distinguish the true from the false to avoid risks.

10.5 Gate.io is not responsible for the failure of save, modification, deletion or storage of information posted by you. Gate.io is not liable for typographical error or negligence not by intention of Gate.io. You should use your own judgment to distinguish the true from the false to avoid risks.

10.6 Gate.io has the right but is not obliged to correct or update unintentional omission or error.

10.7 Unless expressly agreed in written form, Gate.io does not guarantee the accuracy, completeness or reliability of information (including but not limited to advertisement) you may get from, via or by links to the site or in any other methods related to the site. Gate.io is not responsible for your purchase or obtaining of product, service, information or material due to such information. You shall take all the risks of using the information.

10.8 Comments or information posted by user on Gate.io only stands for the opinion of the individual who posts it, which should not be taken as Gate.io agree to or confirm the information or description. Gate.io is not liable for the comment or information posted by users.

10.9 Gate.io has rights to delete information posted on the site which violates laws and regulation or user agreement without notice.

10.10 Gate.io delivers notice or message to you via announcement on webpage, email address, support phone, message via mobile phone or regular mail delivery. Gate.io is not responsible for information delivered by other channels in related to prize winning, promotion or other activities or events.

10.11 Gate.io has the right to adjust the fee for deposit, withdrawal and trading and other services according to market and has the right to terminate the promotion at any time.

10.12 You are responsible for determining whether or which laws may apply to you, including tax law. You are solely responsible for reporting and paying any taxes arising from your use of our services.

10.13 You agree to pay Gate.io any applicable fees for using our service and authorize Gate.io to deduct fees from your Account. You agree and understand Gate.io may revise or update Fee schedule from time to time in its sole discretion and changes to the fee schedule are effective immediately.

## **XI Limitation and Exemption of Liability**

•11.1 You understand and agree that under no circumstance will we be held liable for any of the following events:

- 11.1.1 loss of income;
- 11.1.2 loss of transaction profits or contractual losses;
- 11.1.3 disruption of the business
- 11.1.4 loss of expected currency losses
- 11.1.5 loss of information
- 11.1.6 loss of opportunity, damage to goodwill or reputation
- 11.1.7 damage or loss of data;
- 11.1.8 cost of purchasing alternative products or services;
- 11.1.9 any indirect, special or incidental loss or damage arising from any infringement (including negligence), breach of contract or any other cause, regardless of whether or not such loss or damage may reasonably be foreseen by us,

and regardless of whether or not we are notified in advance of the possibility of such loss or damage.

- 11.1.10 Items 11.1.1 to 11.1.9 are independent of each other.

- 11.2 You understand and agree that we shall not be held liable for any damages caused by any of the following events:

- 11.2.1 Where we are properly justified in believing that your specific transactions may involve any serious violation or breach of law or agreement;

- 11.2.2 Where we are reasonably justified in believing that your conduct on this Website is suspected of being illegal or immoral;

- 11.2.3 The expenses and losses arising from the purchase or acquisition of any data, information or transaction, etc. through the services offered by this Website;

- 11.2.4 Your misunderstanding of the Services offered by this Website;

- 11.2.5 Any other losses related to the services provided by this Website, which cannot be attributed to us.

- 11.3 Where we fail to provide the Services or delay in providing such Services due to information network equipment maintenance, information network connectivity failures, errors in computer, communications or other systems, power failures, weather conditions, unexpected accidents, industrial actions, labor disputes, revolts, uprisings, riots, lack of productivity or production materials, fires, floods, storms, explosions, wars, failure on the part of banks or other partners, collapse of the digital asset market, actions by government, judicial or administrative authorities, other acts that are not within our control or beyond our inability to control, or due to causes on the part of third parties, we shall not assume any responsibility for such failure to provide service or delay in providing services, or for the resultant loss you may sustain as a result of such failure or delay.

- 11.4 We cannot guarantee that all the information, programs, texts, etc. contained in this Website are completely safe, free from the interference and destruction by any malicious programs such as viruses, trojans, etc., therefore, your log-into this Website or use of any services offered by this Website, download of

any program, information and data from this Website and your use thereof are your personal decisions and therefore you shall bear the any and all risks and losses that may possibly arise.

•11.5 We do not make any warranties and commitments in connection with any of the information, products and business of any third party websites linked to this Website, as well as any other forms of content that do not belong to us; your use any of the services, information, and products provided by a third party website is your personal decision and therefore you shall assume any and all the responsibilities arising therefrom.

•11.6 We do not make any explicit or implicit warranties regarding your use of the Services offered by this Website, including but not limited to the applicability, freedom from error or omission, consistency, accuracy, reliability, and applicability to a specific purpose, of the services provided by this Website. Furthermore, we do not make any commitment or guarantee in connection with the validity, accuracy, correctness, reliability, quality, stability, integrity and timeliness of the technology and information covered by the services offered by this Website. Whether to log in this Website or use the services provided by this Website is your personal decision and therefore you shall bear all the risks and possible losses arising from such decision. We do not make any explicit or implicit warranties in connection with the market, value and price of digital assets; you understand and acknowledge that the digital asset market is unstable, that the price and value of assets may fluctuate or collapse at any time, and that the transaction of digital assets is based on your personal free will and decision and therefore you shall assume any and all risks and losses that may possible arise therefrom.

•11.7 The guarantees and undertakings specified in this Agreement shall be the only guarantee and statements that we make in connection with the Services provided by us under this Agreement and through this Website, and shall supersede any and all the warranties and commitments arising in any other way and manner, whether in writing or in words, express or implied. All these guarantees and

statements represent only our own commitments and undertakings and do not guarantee any third party's compliance with the guarantees and commitments contained in this Agreement.

•11.8 We do not waive any of the rights not mentioned in this Agreement and to the maximum extent permitted by the applicable law, to limit, exempt or offset our liability for damages.

•11.9 Upon your registration of your account with this Website, it shall be deemed that you approve any and all operations performed by us in accordance with the rules set forth in this Agreement, and any and all risks arising from such operations shall be assumed by you.

## **XII Applicable Law**

12.1 The entering, execution and interpretation of this agreement, and all issues related to dispute resolution shall be governed by the laws of the Republic of Panama.

12.2 The terms and conditions of this agreement are separable. If any term or condition of this agreement is ruled invalid or unenforceable, the term or condition may be interpreted by the applicable laws, without prejudice to the continuation of the remaining terms and conditions.

12.4 The agreement is the most important legal document between Gate.io and user. Any other expression, whether written or oral, inconsistent with this agreement shall be subject to this agreement. Gate.io reserves the rights of final interpretation of the agreement

## **XIII Anti-Money Laundering and Counter-Terrorist Financing** **Gate.io is committed to providing you with safe, compliant, and reputable Services.**

Accordingly, Gate.io insists on a comprehensive and thorough customer due diligence process and implementation and ongoing analysis and reporting. This

includes monitoring of and for suspicious transactions and mandatory reporting to international regulators. Gate.io needs to keep certain information and documentation on file pursuant to applicable law and its contractual relationships, and Gate.io hereby expressly reserves the right to keep such information and documentation. This will apply even when you terminate your relationship with Gate.io or abandon your application to have an account with Gate.io.

## **XIV Indemnity**

14.1 Under any circumstance, our liability for your direct damage will not exceed the total cost incurred by your three months' use of services offered by this Website.

14.2 Shall you breach this Agreement or any applicable law or administrative regulation, you shall pay to us at least US\$ Two million in compensation and bear all the expenses in connection with such breach (including attorney's fees, among others). If such compensation cannot cover the actual loss, you shall make up for the difference.

## **XV Dispute Resolution**

Each Party agrees that any dispute arising out of or in connection with this Agreement or any document or transaction in connection with this Agreement (including any dispute or claim relating to (i) the existence, validity or termination of this Agreement, and (ii) any non-contractual obligations arising out of or in connection with this Agreement) (“Dispute”) shall at first instance be referred to and resolved amicably through negotiation.

In the event that the Dispute fails to be resolved by negotiation within thirty (30) days from the initiation of such negotiations by issuance of a notice of Dispute by one Party to the other Party, such Dispute shall be referred to and finally resolved

by arbitration in Panama to the exclusion of the ordinary courts, in accordance with the Arbitration Rules of the International Chamber of Commerce for the time being in force which rules are deemed to be incorporated by reference in this Clause. The seat of arbitration shall be Panama. The arbitration tribunal shall consist of one arbitrator. The language of the arbitration shall be in English.

The Parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation. Any settlement reached in the course of the mediation shall be referred to the then-seating arbitral tribunal and maybe made a consent award on agreed terms.

## **XVI Calculation**

All the transaction calculations are verified by us, and all the calculation methods have been posted on the Website, but we can not ensure that your use of this Website will not be disturbed or free from errors.

## **XVII Intellectual Property**

Unless otherwise indicated by us, all intellectual property rights relating to all the material used on the site or app, or provided in connection with the Services including, but not limited to, design, structure, layouts, graphical images and underlying source code belongs to Gate.io. All rights are reserved.

We grant you a limited, non-exclusive, non-sublicensable, and non-transferable license, to access and use the Services solely for approved purposes as determined by Gate.io. Any other use of the Services is expressly prohibited.

## **XVIII Supplementary Provisions**

The rules of service or use of product, reminders on pages are integral parts of this agreement and are of equal legal effectiveness with the body of agreement. Rules of service include but are not limited to privacy policy, anti-cheating statement, anti-money laundering policy and other trading rules.

## **XIX Know-your-customers and Anti-Money Laundering Policies**

### **Preamble**

•1.1 We ensure that we comply with know-your-customer and anti-money-laundering laws and regulations, and will not knowingly violate know-your-customers and anti-money-laundering policies. To the extent of our reasonable control, we will adopt necessary measures and technology to provide you with Services that are safe and secure, so as to protect you against the loss caused by money laundering to the greatest extent possible.

•1.2 Our know-your-customer and anti-money-laundering policies are a comprehensive system of international policies, including the know-your-customer and anti-money-laundering policies of the jurisdictions to which you are subject to. Our robust compliance framework ensures that we meet regulatory requirements and regulatory standards on both the local and global levels, and ensure the operational sustainability of our website.

#### **Content of Our Know-Your-Customer and Anti-Money-Laundering Policies**

•2.1 We promulgate and update know-your-customers and anti-money-laundering policies to meet the standards set by relevant laws and regulations;

•2.2 We promulgate and update some of the guidelines and rules in connection with the operation of this Website, and our staff will provide you whole-process service in accordance with the guidelines and rules;

•2.3 We design and complete the procedures for internal monitoring and transaction control, such as rigorous identity authentication procedures, and form a professional team responsible for anti-money laundering;

•2.4 We adopt risk-prevention-based approach to carry out due diligence and continuous supervision in connection with customers;

•2.5 Review and regularly inspect existing transactions;

•2.6 To report suspicious transactions to the competent authorities;

•2.7 Proof documents of identity documents, address certificates and transaction records will be maintained for at least six(6) years; if they are submitted to the regulatory authorities, let it be understood that a separate notice will not be provided to you;

•2.8 Credit cards are prohibited throughout the course of the transaction;  
Identity Information and the Verification and Confirmation Thereof

•3.1 Identity Information

•3.1.1 In accordance with the laws and regulations of relevant jurisdictions and in light of the nature of entities concerned, the content of your information as is collected by us may vary, and in principle, we will collect the following information of yours if you register as an individual: Basic personal information: your name, address (and permanent address, if the two are different), date of birth and nationality, and other information available. Identity authentication shall be based on documents issued by the official or other similar authorities, such as passports, identity cards or other identity documents as are required and issued by relevant jurisdictions. The address you provide will be validated in an appropriate manner, such as checking the fare ticket of means of transportation you use, your interest rate bills, or voter register. Valid photo: before you register, you must provide a photograph showing you holding your identity document in front of your chest; Contact information: telephone/mobile phone number and valid email address.

•3.1.2 If you are a company or any other type of legal entity, we will collect the following information of yours to determine the final beneficiary of your account or your trust account. Your corporation enrollment and registration certificates of the company; a copy of the articles of association and memorandum of the company; the detailed certification materials of the ownership structure and ownership description of the company, and the decision of the board of directors on designating the authorized agent of the company responsible for the opening and execution of the account of the company with the website; the identity documents of the directors, major shareholders of the company as well as the authorized signatory for the

company's account with the website, as are required to be provided in accordance with relevant rules; the company's main business address, and the company's mailing address if it is different from the main business address of the company. If the local address of the company is different from its main business address, the company shall be deemed to be a high- risk customer, and consequently the company will be required to provide additional documentation. Other certification documents, documents issued by competent authorities and other documents we may deem necessary in light of the laws and regulations of relevant jurisdictions and in light of the specific nature of your entity.

- 3.1.3 We only accept English and Chinese versions of your identity information; if your identity information is not in either of the two languages, you shall have your identity information translated into English and duly notarized.

- 3.2 Confirmation and Verification

- 3.2. 1 You are required to provide both the front and back sides of your identity documents.

- 3.2.2 You are required to provide us with a photograph showing you holding your identity documents in front of your chest.

- 3.2.3 Copies of certification documents shall be checked against the originals thereof. Nonetheless, if a trusted and suitable certified person can prove that such copies are accurate and comprehensive duplicates of the originals thereof, such copies shall be deemed as acceptable. Such certifiers include ambassadors, members of the judiciary, magistrates, etc.

- 3.2.4 The identification the ultimate beneficiary and controller of the account shall be based on the determination of which individuals ultimately own or control the direct customer and/or to determining that the ongoing transaction is performed by another person. If you are a business enterprise, the identity of major shareholders thereof (for example, those holding 10 % or more of the voting equity in such business enterprise) shall be verified. Generally, a shareholder holding 25 % of the shares of the company will be deemed as involving an average level of risk, and the

identity of the shareholder shall be verified; a shareholder holding 10 % or more of the voting rights or shares is deemed to be involving a high level of risk, and the identity of the shareholder shall be verified.

#### Transaction Supervision

•4.1 We constantly set and adjust daily trading and cash withdraw all limits based on security requirement and actual state of transactions;

4.2 If the transaction occurs frequently in an account registered by you or is beyond reasonable circumstances, our professional team will assess and determine whether such transaction is suspicious;

•4.3 If we identify a specific transaction as suspicious on the basis of our assessment, we may adopt such restrictive measures as suspending the transaction or denying the transaction, and if it is possible, we may even reverse the transaction as soon as possible, and report to the competent authorities, without, however, notifying you;

•4.4 We reserve the right to reject registration applications by applicants that do not comply with the international standards against money laundering or who may be regarded as political and public figures; we reserve the right to suspend or terminate a transaction identified as suspicious based on our own assessment, which, however, does not breach any of our obligations and duties to you.