User Agreement

Last Updated:

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Welcome to Gate.HK!

This User Agreement (the "Agreement" or "Terms") is a binding contract between you ("you", "your", or "user") and Gate Digital Limited (hereinafter referred to as "Gate.HK", "we," "our", or "us"), a Hong Kong company, which governs your access to our website located at gate.hk, applications, API, or developer tools (the "Site"), use of the services provided by Gate.HK described below and such other services that may be offered by Gate.HK from time to time (collectively, the "Services").

By clicking on an "I Agree" button or check box presented with this Agreement, or, if earlier, by accessing or using any of the Services, you agree to be bound by this Agreement and any materials expressly incorporated herein, including but not limited to, the Privacy Policy, the Fee Schedule, the Prohibited Use Policy, the Electronic Communications Policy and the Trading Rules. Any supplementary agreements entered into with Gate.HK, including the Account Opening Form, form part of this Agreement.

Changes to these Terms

Any changes that we make to the Agreement will immediately become effective and binding upon you and your use of the Services when we post the revised Agreement unless we notify you of a later effective date. If we make a material change that reduces your rights or increases your responsibilities, we will provide you with prior notice of such a change, for instance, by sending you an email, providing notice through the Services, or updating the "Last Updated" date at the top of this Agreement. If you do not agree with the revised Terms, you may close your Gate.HK Account. Your continued use of the Services or access to the Site constitutes acceptance to the revised Agreement.

Gate.HK will also notify you on any material changes to Gate.HK or its services, such as changes to its full name, address, licensing status, nature of services to be provided or available to you, and description of any remuneration that you shall pay to Gate.HK.

2. Eligibility

In order to use our Services, you must create and maintain an account with us ("Gate.HK Account"). To create a Gate.HK Account, you must be either (i) an Individual User who is opening a Gate.HK Account on your own behalf; (ii) an Authorised Person who is acting on behalf of a Corporate User or an Institutional User; or (iii) an Authorised Person of an Institutional User who is authorised to operate the Gate.HK Account on behalf of the beneficiary owner.

2.1 Individual Users

If you are an individual that is opening a Gate.HK Account on your own behalf, you agree and represent that you (a) are a natural person who is at least eighteen (18) years old; (b) are not a Restricted Party as defined in Subsection 2.4 below; (c) are using the Services solely for your own benefit and not on behalf of, or for the benefit of, a third party; (d) do not currently have an account with Gate.HK; and (e) have not previously been suspended or removed from using our Services.

2.2 Corporate Users

If you are opening a Gate.HK Account on behalf of a corporation, you, as the Authorised Person, and the corporation agree and represent that your corporation:

- 2.2.1.1 is incorporated and/or registered under the laws of a jurisdiction that is not a Restricted Jurisdiction as defined in Subsection 2.4(a) below;
- 2.2.1.2 is in good standing under the laws applicable to the corporation;
- 2.2.1.3 is not a Restricted Party as defined in Subsection 2.4 below;
- 2.2.1.4 does not have any major beneficial owners or controlling persons who is a Restricted Party as defined in Subsection 2.4 below;
- 2.2.1.5 is only using the Services for its own benefit and not on behalf of, or for the benefit of, a third party;
- 2.2.1.6 does not currently have an account with Gate.HK;
- 2.2.1.7 has not previously been suspended or removed from using our Services; and
- 2.2.1.8 will not violate any and all applicable laws and regulations by using our Services.

Additionally, when you open an account on behalf of a corporation, you also represent that:

1. you are a natural person who is at least eighteen (18) years old;

- 2. you are not a Restricted Party as defined in Subsection 2.4 below;
- 3. you are using the Services solely on behalf of your corporation;
- 4. your corporation has authorised you to open an account with us and use our Services on its behalf: and
- 5. you have not previously been suspended or removed from using our Services.

2.3 Institutional Users

If you are opening a Gate.HK Account on behalf of an institution, you, as the Authorised Person, and the institution agree and represent that your institution:

- 2.3.1.1 is incorporated and/or registered under the laws of a jurisdiction or established that is not a Restricted Jurisdiction as defined in Subsection 2.4(a) below;
- 2.3.1.2 is in good standing under the laws applicable to the institution;
- 2.3.1.3 is not a Restricted Party as defined in Subsection 2.4 below;
- 2.3.1.4 does not have any major beneficial owners or controlling persons who is a Restricted Party as defined in Subsection 2.4 below;
- 2.3.1.5 unless authorised by the beneficiary owner of the Gate.HK Account and approved by us, is only using the Services for its own benefit and not on behalf of, or for the benefit of, a third party;
- 2.3.1.6 unless approved by us, does not currently have an account with Gate.HK;
- 2.3.1.7 has not previously been suspended or removed from using our Services; and
- 2.3.1.8 will not violate any and all applicable laws and regulations by using our Services.

If you are opening a Gate.HK Account on behalf of another person who is the beneficial owner of the Account (the "Underlying Client"), you, as the Authorised Person, and the institution as the Account Manager undertake on behalf the Underlying Client:

- 2.3.1.9 is incorporated and/or registered under the laws of a jurisdiction or established that is not a Restricted Jurisdiction as defined in Subsection 2.4(a) below;
- 2.3.1.10 is in good standing under the laws applicable to the institution;

- 2.3.1.11 is not a Restricted Party as defined in Subsection 2.4 below;
- 2.3.1.12 does not have any major beneficial owners or controlling persons who is a Restricted Party as defined in Subsection 2.4 below;
- 2.3.1.13 unless authorised by the beneficiary owner of the Gate.HK Account and approved by us, is only using the Services for its own benefit and not on behalf of, or for the benefit of, a third party;
- 2.3.1.14 unless approved by us, does not currently have an account with Gate.HK;
- 2.3.1.15 has not previously been suspended or removed from using our Services;
- 2.3.1.16 has no control of the Account and the Account is solely operated by you as the Account Manager; and
- 2.3.1.17 has passed the anti-money laundering ("AML") and counter-terrorist financing ("CTF") due diligence assessment conducted by you as the Account Manager and you undertake that the due diligence assessment conducted meets the regulatory requirement in Hong Kong and your home jurisdiction, whichever being more stringent.

Where you operate a Gate.HK Account on behalf of any Underlying Clients, you, as the Account Manager further undertakes that you have an AML/CTF Programme that meets or exceeds the regulatory requirements in Hong Kong and your home jurisdiction, whichever being more stringent, and that AML/CTF Programme covers area including:

- 2.3.1.18 the appointment of a designated AML/CTF compliance representative to handle AML/CTF escalations and the filing of suspicious activity reports;
- 2.3.1.19 the restriction to transact with or on behalf of shell banks and/or any of its associates;
- 2.3.1.20 the restriction to transact with or on behalf of any persons who is a Restricted Party as defined in Subsection 2.4 below;
- 2.3.1.21 the identification and handling of of politically exposed persons ("PEPs") and any of their associates;
- 2.3.1.22 record-keeping requirements of at least 6 years from the end of business relationship with Underlying Clients; and
- 2.3.1.23 training requirements for staff members or persons acting on behalf of the Account Manager.

You further undertake that, where you act on behalf of an Underlying Client, upon written request by Gate.HK, you shall provide the evidence of conducting due diligence, such as identification document copy and risk assessment result, to Gate.HK within seven (7) business days.

Additionally, when you open an account on behalf of an institution or on behalf of your client, you also represent that:

- 6. you are a natural person who is at least eighteen (18) years old;
- 7. you are not a Restricted Party as defined in Subsection 2.4 below;
- 8. you are using the Services solely on behalf of your institution or the beneficiary of the Gate.HK Account;
- 9. your institution has authorised you to open an account with us and use our Services on its behalf; and
- 10. you have not previously been suspended or removed from using our Services.

2.4 Restricted Parties

You may not use the Services if:

- 2.4.1.1 You are located in, or a citizen or resident of a Restricted Jurisdiction, namely the United States of America, Mainland China, Singapore, Canada, Malaysia, Malta, Iran, Cuba, North Korea, Sudan, Syria, the Crimea region of Ukraine, Spain, Netherlands, Uzbekistan, Bolivia, the so-called Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine, or where your use of the Services would be illegal or otherwise violate any applicable laws, rules and/or regulations; or
- 2.4.1.2 You are subject to any trade or economic sanctions regimes, including but are not limited to those administered and/or enforced by the United Nations, Office of Foreign Assets Control, European Union, HM Treasury, and the Hong Kong Monetary Authority.

(each a "Restricted Party").

We may in our absolute discretion update the list of Restricted Parties from time to time without any notice to you. It is your responsibility to frequently check the Site to familiarise yourself with the list of Restricted Party and immediately cease accessing our Site and using our Services should you be categorised as a Restricted Party.

3. Gate.HK Accounts

3.1 General Requirements

As part of the Gate.HK Account creation process, you will be required to provide certain information and documentation, including the information discussed in Subsection 3.2 below. We may also in our sole discretion require you to provide additional information and documentation at other times, as well.

You represent and warrant that any information and documentation that you provide to us, whether as part of the Gate.HK Account creation process or otherwise, is true, complete, accurate and non-misleading. You further represent and warrant that you will promptly update any information that you have provided to us, should there be any changes in circumstances rendering the information provided untrue, incomplete, inaccurate and/or misleading, so that our records are true, complete, accurate and non-misleading at all times.

3.2 Identity Verification and Screening

We employ various measures to comply with our anti-money laundering obligations under the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615) of the laws of Hong Kong and to otherwise prevent the misuse of our Services. Gate.HK may, at its sole discretion, require identity verification and utilise other screening procedures with respect to you or actual or attempted transactions associated with your Gate.HK Account.

These verification and screening procedures may include, without limitation, checking the information you provide against any sanctions list and/or any similar list issued by the United Nations or any governmental authorities prohibiting or limiting business activities or transactions with any persons.

You may be required to provide Gate.HK with certain personal information, including, but not limited to, your name, telephone number, email address, date of birth, taxpayer identification number, copy of your ID, passport, or other government-issued identification documents, proof of address, proof of ownership of your bank account, evidence on your source of funds and source of wealth, and any other information as requested by us for legal, regulatory and/or compliance purposes.

You hereby authorise Gate.HK, directly or through a third party, to make any inquiries Gate.HK considers necessary to verify your identity and/or protect against the misuse of the Services, including but not limited to:

- 3.2.1.1 querying identity information contained in public reports (e.g., your name, address, past addresses, or date of birth);
- 3.2.1.2 querying account information associated with your linked bank account (e.g., name or account balance); and
- 3.2.1.3 taking actions Gate.HK reasonably deems necessary based on the results of such inquiries and reports.

You further authorise any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests. Gate.HK will have no liability or responsibility for any permanent or temporary inability to access or use any Services as a result of any identity verification or other screening procedures.

3.3 Securing Your Gate.HK Account

You acknowledge that your Gate.HK Account is personal to you, and that you or any Authorised Persons will be the only person who uses it. You accept full responsibility for any activities that occur using your Gate.HK Account. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys (upon our approval), or any other codes that you use to access the Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorised access to your Gate.HK Account by third parties and the loss or theft of any Virtual Assets that are held in your Gate.HK Account and any of your associated accounts, including any bank account or credit card that you linked to your Gate.HK Account. You are responsible for keeping your Gate.HK Account information up to date, including the information that allows you to receive any notices or alerts that we may send you. If you suspect or become aware of any unauthorised access to or use of your Gate.HK Account, you shall notify us immediately without delay.

We assume no responsibility for any loss or consequences caused by authorised or unauthorised use of your Gate.HK Account credentials due to no fault of ours or for whatever reasons including but not limited to your failure to keep your information such as passwords secure, your failure or omission to follow up or act on any notices or alerts that we provide or send to you.

If we suspect any unauthorized access to or use of your Gate.HK Account, in our sole and absolute discretion, we reserve the right to terminate, suspend, restrict your Gate.HK Account or conduct any acts we deem necessary and reasonable. We also reserve the right to require you to utilise additional measures to enhance the security of your Gate.HK Account.

3.4 Number of Accounts

Unless Gate.HK has provided prior written approval, you are allowed only one Gate.HK Account.

4. Risk Disclosures

After opening a Gate.HK Account, our Services allow you to deposit, withdraw, purchase, sell, and trade certain blockchain-based virtual assets ("Virtual Assets") that Gate.HK supports. These activities and the use of other Services provided by Gate.HK involves significant risks, and the potential for financial losses, including without limitation the following:

- 11. The features, functions, characteristics, operation, use, and other properties of any Virtual Asset ("Virtual Asset Properties") and the software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) ("Underlying Technology") used to administer, create, issue, transfer, cancel, use, or transact any Virtual Asset may be complex, technical, or difficult to understand or evaluate.
- 12. Any Virtual Asset and its Underlying Technology may be vulnerable to hacking, cyberattack, or other attacks on the security, integrity, or operation of the Virtual Assets or its Underlying Technology (collectively as "Attacks"), including Attacks using computing power sufficient to overwhelm the normal operation of a blockchain or other Underlying Technology.
- 13. Due to the nature of Virtual Assets, there is an increased risk of fraud or Attacks, and your Virtual Assets or the value of your Virtual Assets may be irretrievably lost.
- 14. Any Virtual Asset, Virtual Asset Properties, or Underlying Technology may change or otherwise cease to operate as expected due to a change made to the Underlying Technology, a change made using features or functions built into the Underlying Technology or a change resulting from an Attack. These changes may include, without limitation, a "fork" or "rollback" of a Virtual Asset or blockchain.
- 15. Any Virtual Asset may be cancelled, lost, or double spent, or otherwise lose all or most of its value, due to forks, rollbacks, Attacks, changes to Virtual Asset Properties, or failure of the Virtual Asset to operate as intended.
- 16. Gate.HK may suspend or cease to support the transfer, storage, exchange, or trading of any Virtual Asset at any time at our discretion. Other exchanges and service providers may do the same.
- 17. Gate.HK may not support metacoins, colored coins, privacy coins, or any Virtual Assets which provides anonymity in on-chain transactions, including their related side chains or other Underlying Technology that are based on a fork, enhancement, or derivative of a different Virtual Asset or Underlying Technology ("Derivative Protocols") even if the Derivative Protocol is based on a Virtual Asset that is supported by Gate.HK.
- 18. Gate.HK may suspend or reject your transaction requests or deposits to your Gate.HK Account, suspend or cease support for Virtual Assets, or suspend or terminate your access to the Services to comply with applicable laws or regulations or an order from law enforcement or other governmental authority, for other reasons as specified in these Terms or otherwise at our sole discretion.
- 19. You may be unable to withdraw Virtual Assets prior to Gate.HK ceasing to support transfer of any such Virtual Assets, or you may be unable to withdraw Virtual Assets prior to Gate.HK terminating any Services or your access to your Gate.HK Account, resulting in the loss of any such Virtual Assets remaining in your Gate.HK Account.

- 20. The prices of Virtual Assets fluctuate, sometimes dramatically. Any Virtual Asset may decrease in value or lose all of its value due to various factors including but not limited to the discovery of wrongful conduct, market manipulation, changes to Virtual Asset Properties or perceived value of Virtual Asset Properties, Attacks, suspension or cessation of support for a Virtual Asset by Gate.HK or other exchanges or service providers, or any other factors outside the control of Gate.HK. It is as likely that losses will be incurred rather than profit made as a result of buying and selling Virtual Assets.
- 21. Any Virtual Asset may decrease in value or lose all of its value due to legislative or regulatory activities, or any other government actions.
- 22. Any Virtual Asset may be lost if sent to the wrong address (for example but without limitation, if the address is improperly formatted, contains errors, or is intended to be used for a different type of Virtual Asset).
- 23. You may be prevented from sending a transaction request, or your transaction request or email may not be received by Gate.HK or the Services, due to hardware, software, or services issues (including, without limitation, Internet and other network connectivity issues).
- 24. Your transaction request or email to Gate.HK or the Services may be lost, intercepted, or altered during transmission.
- 25. Unauthorised third parties may access or use your Gate.HK Account and affect transactions without your knowledge or authorisation, whether by obtaining the password to your Gate.HK Account, obtaining control over another device or account used by you in connection with any enhanced security measures enabled for your Gate.HK Account, or by other methods.

The risks described in this Section 4 may result in loss of Virtual Assets, decrease in or loss of all value for Virtual Assets, inability to access or transfer Virtual Assets, inability to trade or exchange Virtual Assets, inability to receive financial benefits available to other Virtual Asset holders, and/or other financial losses to you.

You acknowledge and agree that you shall be solely responsible for all consequences arising out of or in relation to the use of your Gate.HK Account. You hereby assume and agree that Gate.HK will have no responsibility or liability for any such risks. You hereby irrevocably waive, release, and discharge any and all claims, whether known or unknown to you, against Gate.HK, its affiliates, and their previous, current and future respective shareholders, members, directors, officers, employees, agents, and representatives related to any of the risks set forth herein.

You represent and warrant that you have sought or have been provided with the opportunity to seek professional advice on: (a) the necessary technical expertise and ability to review and evaluate the security, integrity, and operation of any Virtual Assets that you decide to acquire or trade; and (b) the knowledge, experience, understanding, professional advice, and information

to make your own evaluation of the merits and risks of any Virtual Asset or transaction. You accept all risks in relation to transacting in Virtual Assets by using the Services and are solely responsible for conducting your own independent analysis of the risks specific to the Virtual Assets and the Services. You should not acquire or transact in any Virtual Assets unless you have sufficient financial resources and can afford to lose all value of the Virtual Assets.

Gate.HK' s decision to support the transfer, storage, or trading of any particular Virtual Asset through the Services does not indicate and shall not be construed or considered as Gate.HK's approval, disapproval, recommendation or investment advice of the Virtual Asset or the integrity, security, or operation of the Virtual Asset or its Underlying Technology. The risks associated with Virtual Assets and transacting in Virtual Assets apply notwithstanding Gate.HK's decision to support a particular Virtual Asset. Gate.HK does not provide trading advice, does not have any fiduciary duty to you or any other users, and does not make any warranty about the suitability of any Virtual Asset for trading or ownership by you.

5. Your Information

As part of your use of our Services, you may provide certain information to us in connection with your access or use of our Services, or we may otherwise collect certain information about you when you access or use our Services. You agree to ensure that all information provided is true, complete, accurate and non-misleading. Where there are any changes to any of your information or there are any circumstances rendering the information provided untrue, incomplete, inaccurate or misleading, including but not limited to your full name and address, you shall notify Gate.HK immediately. In the event that we have any grounds to believe that any of the information you provided is untrue, incomplete, inaccurate or misleading, we reserve the right to demand correction, restrict or terminate all or part of the Services, and/or restrict, suspend or terminate your Gate.HK Account.

You agree to receive emails and other types of communication from us. To understand how Gate.HK collects, uses, and shares information about you, please review our Privacy Policy.

6. Transactions

6.1 Initial Funding

In order to facilitate the exchange of Virtual Assets on our Services, you must first transfer Virtual Assets that are supported by the Services to your Gate.HK Account. The Services associated with your Account include a wallet service provided by Gate.HK ("Wallet"). The Wallet is maintained and operated by an Associated Entity of Gate.HK in which your Virtual Assets.

The Wallet will permit you to generate one or more addresses to which Virtual Assets may be transferred from an account, wallet, or address not hosted or controlled by Gate.HK (collectively

as "External Accounts"). Gate.HK may require that you to verify your control over an External Account or satisfy other verification or screening requirements prior to enabling transfers between the applicable External Account and your Wallet (any such External Account, an "Approved External Account").

6.2 Legal Treatment of Virtual Assets in Wallets

All Virtual Assets held in your Wallet are custodial assets held by Gate.HK for your benefit. Title to Virtual Assets held in your Wallet shall at all times remain with you and shall not be transferred to Gate.HK under normal circumstances. Virtual Assets in your Wallets are not property of Gate.HK and are not intended by us to be subject to claims of Gate.HK's creditors. As owner of the Virtual Assets in your Wallet, you bear all risk of loss of such Virtual Assets. Gate.HK shall have no liability for Wallet fluctuations or loss.

Gate.HK and its Associated Entity would not deposit, transfer, lend, pledge, repledge or otherwise deal with or create any encumbrance over your Virtual Assets except for the settlement of transactions, and fees and charges owed by you to Gate.HK in respect of the Services on your behalf or in accordance with your written instructions (including standing authorities or one-off written directions).

Whilst the Virtual Assets are safekept at the Associated Entity, Gate.HK shall be responsible for the administration and maintenance of the relevant internal ledgers and Gate.HK shall track Virtual Assets in your Wallet on internal ledgers. Gate.HK has no obligation to segregate any of your Virtual Assets at a separate blockchain address from other users. Virtual Assets are fungible with other like Virtual Assets, and, to the extent you are entitled to withdraw or otherwise receive any Virtual Assets, you are entitled to a quantity of Virtual Assets but not any particular Virtual Assets.

Your Virtual Assets may be commingled at one or more blockchain addresses with Virtual Assets owned by other users. For security and operational reasons, some transfers of Virtual Assets by you may be reflected on Gate.HK' s internal ledgers only, without any transfer on the corresponding blockchain. Private keys to Virtual Assets may be stored by Gate.HK offline or in electronic or physical vaults or other secure locations that may only be accessed in accordance with established security procedures, so any transfer of Gate.HK that will involve a transfer on the blockchain may be delayed.

6.3 Deposits

You may periodically at your discretion transfer to your Wallet any Virtual Assets that are supported for transfer and storage using the Services. If you transfer to your Wallet any Virtual Assets that are not supported by the Services, such Virtual Assets may be permanently lost and may not be refunded. We assume no liability whatsoever and you shall be responsible for checking on our Site whether such Virtual Asset is supported by Gate.HK.

If you have submitted information to deposit Virtual Assets into your Wallet, the deposit may remain pending until sufficient confirmations are completed by the applicable Virtual Asset network. A deposit of Virtual Assets is not complete while it is in this pending state. Gate.HK makes no representations, warranties, or guarantees that your deposit of Virtual Assets will be confirmed by the applicable Virtual Asset network. Gate.HK also makes no representations, warranties, or guarantees that a Virtual Asset deposit will be confirmed by the applicable Virtual Asset network in a specific, reasonable, or any other period of time.

You will not be entitled to receive any interest or other fees on any Virtual Assets held in your Wallet, even if Gate.HK may receive interest or other fees from any third parties.

Gate.HK may set a maximum deposit amount for your Account. You are responsible for ensuring that you do not exceed any limits set for your Gate.HK Account. Any amount exceeding the maximum deposit amount may be rejected and returned to the originating address, and all costs incurred in the transaction shall be borne by you.

You may contact Gate.HK by email at support@gate.hk in the event that any of our limits cause inconvenience or hardship to explore alternative methods for increasing a particular limit, be it a temporary increment or not, although we do not guarantee the availability of alternatives.

6.4 Withdrawals

You are required to retain in your Wallet a sufficient quantity of Virtual Assets necessary to satisfy any open orders (and applicable Gate.HK fees). In addition, there may be limits on:

- 26. The amounts that you are able to withdraw on a daily or other periodic basis;
- 27. The amount or timing of withdrawals made shortly after deposits have been made; and
- 28. Other limits based on risk mitigation, fraud prevention, and other security protocols implemented by Gate.HK from time to time.
- Gate.HK may also set, at its sole discretion, minimum withdrawal amounts for each withdrawal request. Any withdrawal request that is below the minimum withdrawal amount will not be processed by Gate.HK.

You may contact Gate.HK by email at support@gate.hk in the event that any of our limits cause inconvenience or hardship to explore alternative methods for increasing a particular limit, be it a temporary increment or not, although we do not guarantee the availability of alternatives.

Otherwise, you may periodically at your discretion withdraw Virtual Assets by transferring Virtual Assets from your Wallet to an address not controlled by Gate.HK ("External Address"). Gate.HK may require you to verify your control or association with an External Address to which you seek to transfer Virtual Assets.

You authorise Gate.HK to use your Wallet to send to any External Address specified by you using the Services. Once you have submitted a Virtual Asset withdrawal request, the withdrawal will

be unconfirmed for a period of time. The withdrawal is pending sufficient confirmations by the applicable network on which you are withdrawing your Virtual Assets. A withdrawal of Virtual Assets is not complete while it is in this pending state. Gate.HK makes no representations, warranties, or guarantees that your withdrawal of Virtual Assets will be confirmed by the applicable Virtual Asset network. Gate.HK also makes no representations, warranties, or guarantees that a Virtual Asset withdrawal will be confirmed in a specific, reasonable, or any other period of time. Additionally, Gate.HK is not able to reverse any transfers and will not have any responsibility or liability if you have instructed Gate.HK to send Virtual Assets to an address that is incorrect, improperly formatted, erroneous, or intended for a different type of Virtual Asset.

6.5 Trades

A "Trade" is an exchange of Virtual Assets, for which trading is supported on the Services between you and another user of the Services whereby you dispose of certain Virtual Assets and acquire different Virtual Assets. An "Order" is created when you enter an instruction to affect a Trade using the Services.

6.5.1 Order Confirmation

Before an Order is placed, the Services will generate and display a confirmation dialogue box summarising the details of the proposed transaction, including type and amount of Virtual Assets you are seeking to dispose, the type and amount of Virtual Assets that you are willing to accept in exchange for the Virtual Assets you are seeking to dispose, Gate.HK's estimated fees if the entire Order were to be executed, and the total number and type of Virtual Assets, as applicable, that will be transferred out of your Wallet if the entire Order were to be executed. Your Order will be placed upon confirmation of the Order summary via the Services. Notwithstanding the foregoing, you agree that the failure of the Services to provide such Order summary or confirmation shall not prejudice or invalidate any Order submitted by you or any Trade completed based on such Order.

6.5.2 Order Matching and Trade Execution

When you enter an Order, you authorise Gate.HK to execute a Trade on a spot basis for all or a portion of the number of Virtual Assets specified in your Order in accordance with such Order. You agree to pay Gate.HK any applicable fees for Trades and authorise Gate.HK to deduct any such fees from your Wallet.

6.5.3 Cancellations

You may only cancel an Order initiated via the Services if such cancellation occurs before your Order has been matched with an Order from another user. Once your Order has been matched with an Order from another user, you may not change, withdraw, or cancel your authorisation

for Gate.HK to complete such Order. If any Order has been partially matched, you may cancel the unmatched portion of the Order unless and until the unmatched portion has been matched.

6.5.4 Insufficient Virtual Assets

If you have an insufficient amount of Virtual Assets in your Wallet to fulfill an Order, Gate.HK may cancel the entire Order or may fulfill a partial Order that can be covered by the Virtual Assets in your Wallet (in each case after deducting any fees payable to Gate.HK in connection with the Trade).

6.5.5 Trading Limit

Gate.HK may impose a trading limit in accordance to the information provided by you and any applicable policies of Gate.HK. You may contact Gate.HK by email at support@gate.hk in the event any of our limits cause inconvenience or hardship to explore alternative methods for increasing a particular limit, be it a temporary increment or not, although we do not guarantee the availability of alternatives.

6.6 Prohibited Transfers

You will not attempt or cause an inbound or outbound transfer of Virtual Assets to or from Gate.HK where you have reason to know or suspect that any person or entity involved in the transfer—whether directly or indirectly—is a Restricted Party (as defined in Subsection 2.4 above), including but not limited to the following persons or entities (1) the originator of the transfer; (2) the recipient of the transfer; (3) the beneficiary of the transfer; or (4) the Virtual Asset exchange, hosted wallet service provider, or other wallet service providers involved in the transfer.

7. General Service Terms

7.1 No Broker or Fiduciary Relationship

Gate.HK is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in your use of the Services.

Gate.HK does not provide investment, tax, or legal advice, and you are solely responsible for any transaction, investment, strategy, decision, or other act that you make when using the Services. Gate.HK may provide educational material or information related to the Services on our Site, our social media account, or other channel of communication. No communication or information provided to you by Gate.HK is intended as, or shall be considered or construed as, advice. Please refer to Section 4 for a summary of some of the risks you should consider when choosing whether to use our Services.

7.2 Fees; Debts

You agree to pay Gate.HK the fees described in the fee schedule ("Fee Schedule"), as periodically updated by Gate.HK at our sole discretion, or as otherwise imposed by Gate.HK pursuant to these Terms. The updated Fee Schedule will apply prospectively to any Trades or other transactions that take place following the effective date of such updated Fee Schedule. You authorise Gate.HK to remove or deduct Virtual Assets from your Wallet for any applicable fees owed by you under these Terms.

If, for any reason, there remains outstanding debts that you owe to Gate.HK, we reserve the right to exercise the Standing Virtual Asset Authority as described in Section 7.3 below or Standing Money Authority as described in Section 7.4 below to debit your Wallet accordingly and/or withhold amounts that you seek to transfer from your Gate.HK Account.

7.3 Standing Virtual Asset Authority

You agree to grant a Standing Virtual Asset Authority to Gate.HK and its Associated Entity to deal with your Virtual Asset for the purposes of transaction settlement, collection of fees and charges owed by you to Gate.HK in respect of the Services carried out by Gate.HK on your behalf. Under this Standing Virtual Asset Authority, you also authorise Gate.HK to transfer your Virtual Assets to and from wallets controlled by Gate.HK or its Associated Entity for regulatory purposes.

Such Standing Virtual Asset Authority shall remain valid for a period of twelve (12) months commencing from the date of this Agreement, and may be revoked by Gate.HK and/or the user giving notice not less than seven (7) business days.

The Standing Virtual Asset Authority shall be deemed to have been renewed for a further period of twelve (12) months upon expiry on the same terms and conditions as specified in this Section 7.3 if Gate.HK provides the user a written notice at least fourteen (14) days prior to the expiry date, unless such renewal of Standing Authority is objected by the user in writing.

7.4 Standing Money Authority

You agree to grant a Standing Money Authority to Gate.HK and its Associated Entity to combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by Gate.HK and its Associated Entity may transfer any sum of your monies to and between such segregated account(s) to satisfy your obligations or liabilities to Gate.HK, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.

Such Standing Money Authority shall remain valid for a period of twelve (12) months commencing from the date of this Agreement, and may be revoked by Gate.HK and/or the user giving notice not less than seven (7) business days.

The Standing Money Authority shall be deemed to have been renewed for a further period of twelve (12) months upon expiry on the same terms and conditions as specified in this Section 7.4 if Gate.HK provides the user a written notice at least fourteen (14) days prior to the expiry date, unless such renewal of Standing Money Authority is objected by the user in accordance with the Securities and Futures (Client Money) Rules (Cap. 571I).

7.5 Conditions and Restrictions; Transaction Limits

Gate.HK may, at any time and in its sole discretion, delay, cancel, reject, or otherwise decline to process any actual or attempted Virtual Asset deposit, withdrawal, Order, Trade, exchange, or other transaction or other transaction request submitted via the Services, and impose limits on the amounts of transactions that can be completed on a daily or other periodic basis, or impose any other conditions or restrictions upon your use of the Services, without prior notice.

For example, Gate.HK may: (a) limit the number of open Orders that you can establish via the Services; (b) restrict transaction requests from certain locations; (c) restrict withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity, inappropriate or unlawful activity, or if Gate.HK receives reasonable notice that your ownership of some or all of the Virtual Assets in your Gate.HK Account are in dispute; or (d) restrict withdrawals or trading in response to a subpoena, court order, or other lawful government directive.

Gate.HK reserves the right to change applicable limits as we deem necessary and in our sole discretion. If you wish to raise your limits beyond the posted amounts, you may submit a request to us at support@gate.hk. We may require you to submit additional information about yourself or the institution on behalf of which you are acting. We may also require you to provide us with records, arrange a meeting with us, and comply with any other requirement set forth in our internal compliance policies and procedures. Gate.HK reserves the right to charge you costs and fees associated with the additional information related to your request to increase your Gate.HK Account limits, provided that we notify you in advance of any such charges accruing. In our sole discretion, we may refuse to raise your limits, or we may lower your limits at a subsequent time even if you have provided us with all of the information that we requested.

7.6 Supported Virtual Assets

Gate.HK' s Wallet is available only in connection with those Virtual Assets that we support.

Gate.HK retains the exclusive right to determine which Virtual Assets are available through our
Services for transfer, storage, trading, purchase, or sale.

Under no circumstances should you attempt to use the Services to store, send, request, or receive Virtual Assets, in any form, that we do not support. Virtual Assets sent to a wallet or wallet address that are not supported by Gate.HK may be lost and may not be refunded. You should always verify that the wallet address to which you are sending Virtual Assets is entered correctly prior to sending any Virtual Assets from your Gate.HK Account. We do not assume any

responsibility or liability in connection with any attempt to use the Services for Virtual Assets that we do not support.

If Gate.HK ceases to support the transfer or storage of a particular Virtual Asset, Gate.HK will use commercially reasonable efforts to notify you in advance so as to afford you with an opportunity to transfer the affected Virtual Asset from your Wallet to an External Address.

If you do not transfer the affected Virtual Asset out of your Wallet prior to cessation of support for the Virtual Asset by Gate.HK, the Virtual Asset may be lost due to your inability to access, transfer, or otherwise control the Virtual Asset. Similarly, any pending Orders or related transfers involving the affected Virtual Asset will not be processed and will be deemed null and void once Gate.HK ceases to support a Virtual Asset. You acknowledge Gate.HK will not be liable to you for any losses, unrealised gains, liability, damages, or expenses related to its decision to cease any support for any Virtual Asset or your failure to transfer the affected Virtual Asset out of your Wallet prior to cessation of support for the Virtual Asset by Gate.HK.

7.7 Restrictions on Certain Virtual Assets

Whilst Gate.HK provides a range of Virtual Assets to its users, you may be restricted from dealing in certain Virtual Assets, due to legal or regulatory constraints. If Gate.HK is in the view that it is no longer in a position to provide you the option to deal in the affected Virtual Asset, Gate.HK shall provide you with notice in advance so as to afford you with an opportunity to transfer from your Wallet to an External Address, or sell or dispose of the affected Virtual Asset by means of a Trade.

7.8 Operation of Virtual Asset Protocols

We do not own or control the underlying software protocols which govern the operation of the Virtual Assets we support. In general, the underlying protocols are open source; and anyone can use, copy, modify, and distribute them. By using the Services, you acknowledge and agree that we are not responsible for operation of the underlying protocols and that we make no guarantee of their functionality, security, or availability; and the underlying protocols are subject to sudden changes in operating rules (commonly known as "forks"), and that such forks may materially affect the value, function, and/or even the name of the Virtual Assets you store using your Gate.HK Account and the Services. In the event of a fork, you agree that we may temporarily suspend our operations (with or without advance notice to you) and that we may, in our sole discretion, decide whether to support (or cease supporting) either branch of a forked protocol entirely. You acknowledge and agree that we do not assume any responsibility whatsoever with respect to an unsupported branch of a forked protocol.

7.9 Derivative Protocols

Unless specifically announced on our Site or through some other official public statement of ours, we do not support Derivative Protocols as defined in Section 4 above. Do not use your Gate.HK Account to attempt to receive, request, send, store, or engage in any other type of transaction involving a Derivative Protocol. Our Services are not configured to detect Derivative Protocol transactions and we assume absolutely no responsibility whatsoever with respect to unsupported Derivative Protocols.

7.10 Reversals and Cancellations

You cannot cancel, reverse, or change any transaction marked as complete or pending. Gate.HK reserves the right to refuse to process, or to cancel or reverse, any Virtual Assets transactions in its sole discretion, even after funds have been debited from your account(s).

7.11 Unauthorised, Suspicious, and Incorrect Transactions

You are solely responsible for all activities in connection with your Gate.HK Account and access thereto. We assume no responsibility or liability for any loss that you may sustain due to suspicious, unauthorised, or incorrect transactions that are due to no fault of ours. We encourage you to regularly review all transaction activities on a regular basis.

If you believe your Gate.HK Account has suspicious activity or unauthorised activity, contact us immediately at: support@gate.hk.

7.12 Taxes

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services, and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Gate.HK Account. You understand that Gate.HK will report your Gate.HK Account transaction activity or other activity associated with your use of the Services to the applicable tax authority or other governmental authority, to the extent that reporting is required by applicable law or valid legal order. No communication or information provided to you by Gate.HK is intended as, or shall be considered or construed as, legal or tax advice.

7.13 Unclaimed Property

In certain circumstances, Gate.HK may have an obligation to report any Virtual Assets in your Wallet in your Gate.HK Account to the applicable governmental entity as unclaimed property, such as after your Gate.HK Account has been inactive for a period of at least 6 years or where Gate.HK ceases providing Services. If this occurs, Gate.HK will attempt to contact you at the address shown in our records or any other methods of correspondence we deem reasonable. If Gate.HK is unable to get in touch with you, we may be required to deliver any funds that are maintained in your Wallet to the court of Hong Kong as unclaimed property. Gate.HK reserves

the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law. The applicable governmental entity may require Gate.HK to liquidate any Virtual Assets in your Gate.HK Account into fiat currency and turn over the resulting fiat currency to the governmental entity. You agree that Gate.HK will not have any responsibility or liability for any losses, unrealised gains, damages, expenses, or other harm that you may incur in connection with Gate.HK turning over Virtual Assets or fiat currency to the applicable governmental entity or Gate.HK' s liquidation of your Virtual Assets.

7.14 Escheatment of Insignificant Virtual Assets

When you terminate the account and withdraw the Virtual Assets, it is possible that not all the Virtual Assets can be depleted due to the transaction and network fees. As the remainder of the Virtual Assets cannot be withdrawn, the Virtual Assets that are not depleted will be escheated by Gate.HK.

7.15 Suitability

In conducting any services involving the sale or purchase transaction of Virtual Assets at Gate.HK, if we, Gate.HK, solicit the sale of or recommend any product including any Virtual Assets to you, the product must be reasonably suitable for you having regards to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

8. Prohibited Use

In connection with your use of the Services, you agree and represent that you will not engage in any Prohibited Business or Prohibited Use within our Prohibited Use Policy and abide by our Trading Rules as those policies may amended by us from time-to-time in our sole discretion. Both the Prohibited Use Policy and the Trading Rules are incorporated herein by reference.

We reserve the right to restrict, suspend and/or cancel your Gate.HK Account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Gate.HK Account is associated with a use or business that is prohibited.

9. Changes; Suspension; Termination

9.1 Changes to Services

Gate.HK may, at its discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of any Services.

9.2 Suspension or Termination of Services

Gate.HK may, at its sole discretion and without liability to you, with or without prior notice and at any time, temporarily restrict, suspend or permanently terminate your access to all or a portion of any Services.

If we restrict, suspend, close, or terminate your use of the Services, for any reason, we may provide you with notice of our actions unless a court order or other legal directive prohibits us from providing you with such notice. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your Gate.HK Account, may be based on our confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you. Unless it is otherwise prohibited under applicable law, you will have the opportunity to transfer your Virtual Assets from your Wallet within seven (7) business days upon our written notification.

9.3 No Liability

Gate.HK will not be liable for any losses suffered by you resulting from any modification of any Services or from any suspension or termination of your access to all or a portion of any Services (whether pursuant to this Section 9 or for any other reason). You acknowledge that Virtual Asset valuations and exchange rates may fluctuate during any period during which Services have been suspended and that Gate.HK will have no liability for any such fluctuations. You also acknowledge that in the event of permanent suspension or termination of Services, the Virtual Assets associated with your Gate.HK Account may be lost due to your inability to access, transfer, or otherwise control the Virtual Assets and that Gate.HK will have no liability for any such losses.

9.4 Effect of Termination

In the event of discontinuation of all Services or other termination of your right to access all Services: (a) all amounts payable by you to Gate.HK will immediately become due; (b) Gate.HK may delete or deactivate your Gate.HK Account and all related information and files in such account without liability to you; and (c) Gate.HK may cancel any open Orders or other transaction requests that are pending at the time of discontinuation or termination. In the event of discontinuation or termination of all Services or discontinuation or termination of transfer or storage Services for all or some Virtual Assets, Gate.HK will use commercially reasonable efforts, unless prohibited in order to comply with applicable laws or regulations or by order of law enforcement or other governmental authority, to provide you with a reasonable length of period to remove the affected Virtual Assets from your Wallet. Any Virtual Assets not removed within

any applicable time period would be handled in accordance with applicable laws and may be permanently lost and/or not recoverable by you.

10. Proprietary Rights

10.1 Gate.HK Materials

The Services, Site, and all technology, content, data, and other materials used, displayed, provided, or received by you in connection with the Services or Site (collectively, "Gate.HK Materials") together with all intellectual property rights in any of the foregoing are, as between you and Gate.HK, owned by Gate.HK.

10.2 Limitations On Use of Gate. HK Materials

You may use the Gate.HK Materials solely as authorised by Gate.HK in connection with your use of the Services for as long as Gate.HK permits you to continue to access the Services. Without limiting the foregoing: you have no right to and will not (a) resell, lease, lend, share, distribute, or otherwise permit any third party to use the Site, Services, or Gate.HK Materials or use the Site, Services, or Gate.HK Materials in any service bureau environment; (b) modify or create derivative works of the Site, Services, or Gate. HK Materials, or any portion thereof, or any data or information received by you in connection therewith; (c) frame, display, or incorporate the Site, Services, or Gate. HK Materials in any website or any other work of authorship; (d) decompile, disassemble, reverse engineer, or attempt to discover the source code of the Site, Services, or Gate.HK Materials; (e) use the Site, Services, or Gate.HK Materials to design, develop, or create any competing product or service; or (f) otherwise use the Site, Services, or Gate.HK Materials for any commercial or noncommercial purpose other than their intended purposes determined at Gate.HK's discretion. "Gate.HK," any product or service names, logos, and other marks used on the Site or Gate. HK Materials, or otherwise in connection with the Services, are trademarks owned by Gate.HK or its licensors. You may not copy, imitate, or use them without Gate.HK' s prior written consent.

10.3 Feedback

Gate.HK will own any feedback, suggestions, ideas, or other information or materials regarding Gate.HK that you provide, whether by email, posting through the Services, or otherwise ("Feedback"). You hereby assign to Gate.HK all right, title, and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

11. Site Content

Although we intend to provide accurate and timely information, the Services may not always be entirely accurate, complete, or current, and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, agreements, products, and Services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site are your sole responsibility and we shall have no liability for such decisions.

In using the Services, you may view content provided by third parties ("Third-Party Content"). Gate.HK does not control, endorse, or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. Gate.HK is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

12. Third-Party Applications

If, to the extent permitted by Gate.HK, you grant express permission to a third party to access or connect to your Gate.HK Account, either through the third party's product or service or through Gate.HK's Services, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under these Terms. You are fully responsible for all acts or omissions of any third party with access to your Gate.HK Account. Further, you acknowledge and agree that you will not hold Gate.HK responsible for, and will indemnify Gate.HK from, any liability arising out of or related to any act or omission of any third party with access to your Gate.HK Account.

13. Campaigns

Gate.HK may make available special offers or conduct campaigns for qualifying users. Subject to applicable laws, Gate.HK, or the issuer of a Virtual Asset subject to such campaigns may establish qualifying criteria to participate in any ad-hoc campaigns at its sole discretion. Gate.HK may revoke any special offer at any time and for any reason without advance notice to you. Gate.HK is under no obligation to make available special offers to all Gate.HK users, as long as such qualifying criteria is made public or relevant disclosures have been made. Gate.HK makes no recommendation and does not provide any advice about the value or utility of a Virtual Asset that is part of a promotion.

14. Independent Contractor

Gate.HK is an independent contractor for all intents and purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and Gate.HK to be treated as partners, joint venturers, or otherwise as joint associates for profit, or that either you or Gate.HK are in any type of agency relationship with each other.

15. Survivorship

For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your Gate.HK Account, during which time no transactions may be completed unless and until (a) your designated representative has opened a new Gate.HK Account, as further described below, and the entirety of your Gate.HK Account has been transferred to the new Account; or (b) we have received proof in a form satisfactory to us that you have not died.

If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorise us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, the valid representative will be required to open a new Gate.HK Account.

If you have not designated a representative, then we reserve the right to (a) treat as your representative any person entitled to inherit your Gate.HK Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a will, a living trust, or a small estate affidavit, or (b) require an order designating a representative from a court having competent jurisdiction over your estate. In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the representative designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Gate.HK Account.

16. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SITE, THE SERVICES, THE GATE.HK MATERIALS AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF GATE.HK ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GATE.HK EXPRESSLY DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED 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 FOREGOING, GATE.HK DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE SERVICES, OR GATE.HK MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE THAT YOUR USER DATA MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, VIRUSES OR OTHER HARMFUL MATERIALS, PROTOCOL CHANGES BY THIRD-PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENTS OR OTHER DISASTERS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

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.

17. Indemnification

You will indemnify, hold harmless and, upon written request of Gate.HK, defend Gate.HK, its affiliates, and their previous, current and future respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers, and contractors (collectively, "Indemnified Parties") from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, penalty, loss, cost, or expense (including without limitation reasonable attorneys' fees and court costs) arising directly or indirectly out of or in connection with (a) access or use of any Services by you; (b) any Feedback or User Content provided by you; (c) breach of any provision of these Terms by you; or (d) violation of any applicable law or the rights of any other person or entity by you. For purposes of subclauses (a) through (d) of the preceding sentence, "you" includes you, any third party acting on your behalf, and any third party using your Gate.HK Account (whether authorised or unauthorised by you). If you are obligated to indemnify any Indemnified Party, Gate.HK (or, at Gate.HK' s discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Gate.HK wishes to settle, and if so, on what terms.

18. Limitation of Liability; Disclaimer of Damages

IN NO EVENT SHALL GATE.HK, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR PREVIOUS, CURRENT, AND FUTURE RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, OR REPRESENTATIVES, BE LIABLE FOR: (A) THE AMOUNT OF THE FEES PAID BY YOU TO GATE.HK UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY; OR (B) ANY LOST PROFITS OR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESS OR FINANCIAL BENEFIT) ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE SERVICES, THE GATE.HK MATERIALS, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF GATE.HK, WHETHER UNDER

CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY (INCLUDING, FOR AVOIDANCE OF DOUBT, ANY NEGLIGENCE OF GATE.HK), EVEN IF GATE.HK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Dispute Resolution; Waiver of Class Action; Mandatory Arbitration

Please read the following section carefully because it waives any right to participate in any class action or other representative action or proceeding. Unless you opt out of arbitration by following the instructions set forth below, this section also requires you to arbitrate certain disputes and limits the manner in which you can seek relief, including by precluding you from suing in court or having a jury trial.

19.1 Waiver of Representative Proceedings and Right to Jury Trial to the extent permissible by Law, any claims, controversy or dispute arising out of or related to this agreement, your gate.hk account or any products or services provided in connection with your gate.hk account ("Dispute") must be brought in your individual capacity, and not as a plaintiff in a representative proceeding (collectively "representative proceeding waiver"). The arbitrator may not consolidate more than one person's claims. You agree that, by entering into these terms, you are waiving the right

TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE PROCEEDING.

19.2 Arbitration of Disputes

With only limited exceptions as described in Section 19.3 below, all Disputes between you and Gate.HK must be resolved by binding arbitration and not in a court of general jurisdiction. By agreeing to binding arbitration both you and Gate.HK waive any and all right to a jury trial or to participate in a class action. This Agreement affects interstate commerce and the enforceability of this Section 19.2 will be substantively and procedurally governed by the Arbitration Ordinance, to the maximum extent permitted by applicable law.

19.2.1 Notice of Dispute

If you have a Dispute with Gate.HK, you agree to first contact Gate.HK's customer support and attempt to resolve the claim informally by sending a written notice of your claim ("Notice") to Gate.HK at support@gate.hk. The Notice must (i) include your name, residence address, UID (if applicable), email address, and telephone number; (ii) describe the nature and basis of the Dispute; and (iii) set forth the specific relief sought. Any notice by Gate.HK to you will be similar in form to that described above. If you and Gate.HK cannot reach an agreement to resolve the

Dispute within forty-five (45) days of receiving such Notice, either party may submit the Dispute to binding arbitration as provided herein.

19.2.2 Arbitrator Selection and Rules

Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Center ("HKIAC") in accordance with the Administered Arbitration Rules of the HKIAC ("HKIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Section 19.2.2. The seat of arbitration shall be Hong Kong. The tribunal shall consist of one arbitrator, jointly appointed by the parties. In the event that the parties fail to reach an agreement in relation to the appointment of the arbitrator within 14 days after a party receiving nomination notice from the other party, the arbitrator shall be nominated by the President of HKIAC. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and the parties expressly waive their rights to appeal any decision and award given in accordance with this Clause 20. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity.

19.2.3 Confidentiality

The arbitration may allow for the discovery or exchange of non-privileged information relevant to the Dispute. The arbitrator, Gate.HK, and you will maintain the confidentiality of any arbitration proceedings, judgments, and awards, including information gathered, prepared, and presented for purposes of the arbitration or related to the Dispute therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy, or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

19.2.4 Fees and Costs

The party that initiates arbitration will pay any administrator filing fee and you and Gate.HK will share equally any other fees or costs charged by the administrator or arbitrator. If you are a consumer under the HKIAC Rules, the filing fee and any other administration costs will be split in accordance with the fee schedule in the HKIAC Rules. Each party will be responsible for its own costs of counsel and other costs associated with arbitration of the Dispute.

19.2.5 Time Bar

To the extent permitted by law, any Dispute you have must be filed by you within one year after the relevant claim arose; otherwise, the Dispute is permanently barred, which means that you will not have the right to assert the claim.

19.2.6 Opt-Out

You have the right to opt out of binding arbitration within 30 days of the date you first accepted these Terms by emailing your decision to opt out to Gate.HK at support@gate.hk. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 19. The class action waiver in Section 19.1 above will apply notwithstanding your arbitration opt-out.

19.2.7 Governing Law for Arbitrations

Disputes shall be resolved in accordance with the HKIAC, these Terms, the HKIAC Rules, and the law of Hong Kong.

19.3 Excepted Claims

Notwithstanding Section 19.2 above, there is no requirement to arbitrate, and you or Gate.HK may bring (a) an individual small claims action in the small claims court in your or Gate.HK's respective county of residence, or (b) an action seeking only a temporary restraining order or injunction for alleged breach of confidentiality obligations or for alleged infringement or misappropriation of intellectual property in any court having jurisdiction, provided that, in each case, the action is brought as an individual action and not on a class or representative basis.

19.4 Severability

If any portion of this Section 19 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 19 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 19; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 19 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought outside of arbitration, and the remainder of this Section 19 will be enforceable.

20. Governing Law

The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Services, will be governed by, and construed and enforced in accordance with, the laws of Hong Kong, without regard to conflict of law rules or principles (whether of Hong Kong or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that Gate.HK may initiate a proceeding related to the enforcement or validity of Gate.HK' s intellectual property rights in any court having jurisdiction. With respect to any other proceeding that is not subject to arbitration under these Terms, the courts of Hong Kong will have exclusive jurisdiction. You waive any objection to venue in any such courts.

21. Service of Process

Gate.HK requires that all legal documents, which includes subpoenas, complaints, and small claims, be served on our registered agent for service of process. By accepting service of a legal document, Gate.HK does not waive any objections to such legal document that Gate.HK may have and raise in response to such document, including insufficient service of process.

If you are serving a legal document upon one of our registered agents, please note that the registered agent will not accept service of such legal document unless the recipient of the legal document matches Gate.HK's registered name, Gate.HK.

22. Remedies

If you violate any of these Terms, Gate.HK may, as it determines reasonably necessary to remedy or mitigate your violation, delete all or part of such information transmitted by you, suspend or cancel your Gate.HK Account, or confiscate Virtual Assets owned by you without any prior notice to you. Gate.HK shall in no event be responsible or liable for any damage incurred by the user as a result of an action taken by Gate.HK pursuant to this paragraph. Any right or remedy of Gate.HK set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under statute, at law, or in equity.

23. Miscellaneous Terms

23.1 Entire Agreement; Order of Precedence

This Terms and each and every term or condition that is applicable to you, including those incorporated by reference herein, comprise the entire understanding and agreement between you and Gate.HK as to the subject matter hereof, and supersede any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of these Terms) between and among you and Gate.HK. Section headings in the Terms are for convenience only and shall not govern the meaning or interpretation of any provision of the Terms.

In the event of any conflict between these Terms and any other agreement you may have with Gate.HK, these Terms will prevail unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

23.2 Assignment

The Terms, and any other document, material, or information referenced herein is particular to you and any attempt that you make to assign, novate, or transfer your rights, interests, liabilities, and/or obligations is null and void, unless you have received Gate.HK's prior written consent. Gate.HK reserves the right to assign our rights without restriction, including without limitation to any Gate.HK affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Subject to the foregoing, the Terms will bind and inure to the benefit of the parties and their successors and permitted assigns.

23.3 Nonwaiver of Rights

Gate.HK's failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.

23.4 Severability

If any provision of this Agreement shall be determined to be invalid, void, or unenforceable by a court of competence jurisdiction, such provision shall be interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law, and the validity or enforceability of any other provision of the Terms shall not be affected.

23.5 Change of Control

In the event that Gate.HK is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. Your Virtual Assets shall remain to be held on trust and the right of administering the assets may be transferred to the third-party entity.

23.6 Survival

All provisions of this Agreement, which by their nature extend beyond the expiration or termination of this Agreement, shall survive the termination of your access to the Services. Such provisions include, but are not limited to, the terms of Sections 2.4, 3.3 and 4 through 24.

23.7 Headings

Headings of sections are for convenience only and shall not be used to limit or construe such sections.

23.8 Force Majeure

Gate.HK shall not be liable for delays, failure in performance, or interruption of Services that result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to any delay or failure due to any act of God, disease, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications, Internet, or network provider services, failure of equipment and/or software, governmental action, law or regulatory change, or any other catastrophe or occurrence that is beyond our reasonable control. No such cause or condition shall affect the validity and enforceability of any remaining provisions of these Terms.

Prohibited Use Policy

You may not use your Gate.HK Account to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive:

- 29. **Unlawful Activity.** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Gate.HK conducts business, or which would involve proceeds of any unlawful activity; publish, distribute, or disseminate any unlawful material or information.
- 30. **Abusive Activity.** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorised access to the Site, other Gate.HK Accounts, computer systems or networks connected to the Site, through password mining or any other means; use Gate.HK Account information of another party to access or use the Site.
- 31. **Abuse of Other Users.** Interfere with another individual's or entity's access to or use of any Services; defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Site about others, including without limitation email addresses, without proper consent.

- 32. **Fraud.** Activity which operates to defraud Gate.HK, Gate.HK users, or any other person; provide any false, inaccurate, or misleading information to Gate.HK.
- 33. **Gambling.** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance.
- 34. **Intellectual Property Infringement.** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Gate.HK's intellectual property, name, or logo, including use of Gate.HK's trade or service marks, without express consent of Gate.HK or in a manner that otherwise harms Gate.HK or the Gate.HK brand; any action that implies an untrue endorsement by or affiliation with Gate.HK.

Prohibited Businesses

In addition to the Prohibited Uses described above, certain categories of businesses, business practices, and sale items are barred from the Services ("Prohibited Businesses"). The specific types of use listed below are representative, but not exhaustive. By opening a Gate.HK Account, you confirm that you will not use the Services in connection with any of following businesses, activities, practices, or items:

- 35. **Unlicensed Financial Services.** Securities and futures brokers, asset managers, investment schemes, check cashing, bail bonds; collections agencies.
- 36. **Intellectual Property or Proprietary Rights Infringement.** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.
- 37. **Counterfeit or Unauthorised Goods.** Unauthorised sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.
- 38. **Illegal or Regulated Products and Services.** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis.
- 39. **Drugs and Drug Paraphernalia.** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporisers, and hookahs.

- 40. **Pseudo-Pharmaceuticals.** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.
- 41. **Substances Mimicking Illegal Drugs.** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).
- 42. **Adult Content and Services.** Pornography and other obscene materials (including literature, imagery, and other media); sites offering any sexually related services such as prostitution, escorts, pay-per view, adult live chat features.
- 43. Multi-level Marketing Schemes and Referral Marketing Programs.
- 44. **Unfair, Predatory, or Deceptive Practices.** Investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory toward consumers.
- 45. **High-Risk Businesses.** Any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.

Conditional Use

Express written consent and approval from Gate.HK must be obtained prior to using the Services for the following categories of business and/or use ("Conditional Uses"). Consent may be requested by contacting us at support@gate.hk, Gate.HK may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use the Services in connection with any of following businesses, activities, or practices:

- 46. **Money Services Businesses.** Money transmitters, digital currency transmitters or custodians; currency or digital currency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Services.
- 47. Charities. Acceptance of donations for nonprofit enterprise.
- 48. **Games of Skill.** Games which are not defined as gambling under this Acceptable Use Agreement, or by law, but which require an entry fee and award a prize.
- 49. **Religious/Spiritual Organizations.** Operation of a for-profit religious or spiritual organization.

This policy describes how Gate.HK delivers Communications to you electronically. We may amend this policy at any time by providing the revised notice on the Gate.HK Site. The revised policy is effective on the day that we post it on the Gate.HK Site. If there a material change is made, we will provide you with a prior notice.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, "Communications") that we provide in connection with your Gate.HK Account and your use of the Services. Communications include:

- 50. Terms of use and policies you agree to (e.g., this Agreement and Privacy Policy), including updates to these agreements or policies;
- 51. Account details, history, transaction receipts, confirmations, and any other account or transaction information;
- 52. Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- 53. Responses to claims or customer support inquiries filed in connection with your account.

You agree that Gate.HK may provide these Communications to you by posting them on the Site, emailing them to you at the primary email address listed in your Gate.HK account, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- 54. A device with an Internet connection;
- 55. A current web browser that includes 128-bit encryption (e.g., Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- 56. A valid email address (your primary email address on file with Gate.HK); and
- 57. Sufficient storage space to save past Communications or an installed printer to print them.

How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us at support@gate.hk. If you fail to provide or if you withdraw your consent to receive Communications electronically, Gate.HK reserves the right to immediately close your Gate.HK account or charge you additional fees for paper copies.

Updating your Information

It is your responsibility to provide us with a true, accurate, and complete email address and your contact information, and to keep such information up to date. You understand and agree that if Gate.HK sends you an electronic Communication, but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Gate.HK will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team at support@gate.hk.