

MAX Yield Service Agreement

You hereby agree to carefully read MAX Yield Service Agreement (hereinafter referred to as the “Agreement”) prior to activating the Yield Service (hereinafter referred to as the “Service”) from the MAX Digital Asset Exchange (hereinafter referred to as the “MAX”). You also agree and fully understand the content of the Agreement as following:

1. You agree and understand that you have already reviewed and read the descriptions and content of relevant materials of the Service prior to activating the Service. You have cautiously assessed your own situation and your risk tolerance under the premise that you understand various kinds of investment risk before your decision of whether activating the Service.
2. You agree and understand that a contract of loan for consumption defined in Civil Code is formed and the Service is activated when you tick the box that you read and agree to this Agreement and turn on the Service. Based on your authorization of activating the Service and the contract of loan for consumption, you agree to transfer all your idle digital currencies that are or will be enabled to use the Service to MAX and understand MAX will return the same amount as you transferred upon your deactivation of the Service or the termination hereof.
3. You agree and understand that MAX may set the limit of the times of activation and deactivation within a certain time period on the relevant pages of the Service. Your rights to claim yield might be forfeited in the event that you fail to comply with the said limit.
4. You agree and understand that when you choose to deactivate the Service, this Agreement will be terminated accordingly. MAX reserves the right to suspend the Service or terminate this Agreement. If necessary, MAX may suspend the Service or terminate this Agreement at any time.
5. You agree and understand that all announcedly expected return mentioned in the Service is referred to as annualized return (a year hereof amounts to 365 days). The yield is calculated and distributed pursuant to the announcedly expected return of the Service on a daily basis (a day hereof amounts to 24 hours, less than 24 hours will not be included for calculation) and you understand that the announcedly expected return of the Service may vary at any time.

6. You agree and understand that MAX will distribute the accrued yield calculated pursuant to the announcedly expected return of the Service and the paid yield will be showed in “Yield History.”
7. You agree and understand that MAX does not undertake or guarantee any profits and/or minimum earnings of the Service or make other similar undertakings in terms of the announcedly expected return of the Service.
8. You agree and understand that you shall make planning and risk assessment of your own cryptocurrencies upon activating the Service. You also agree to cope with your cryptocurrencies with caution and not exceed the risk level that you are able to bear to avoid suffering unendurable risk deemed by you by hastily activating the Service.
9. You agree and understand that your behavior of activating the Service is bound by both the Agreement herein and MAX Exchange Terms of Use because you simultaneously use MAX services when you purchase the Service.
10. MAX reserves the right, at its sole discretion, to modify the Agreement at any time without prior notice.
11. The Agreement is governed by and will be construed according to the laws of Republic of China (including but not limited to the validity, interpretation, construction, performance and enforcement of the Agreement, or any disputes or controversies arising from or related to the Agreement). Any dispute, controversy, difference or claim arising out of, relating to or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of the Taipei District Court.