

MAX Exchange Terms of Use

MAX Exchange 使用條款

MaiCoin Technologies Limited (Samoa) (“**MAX Exchange**”) provides an order book exchange platform for sale or purchase of certain supported digital currencies, like Bitcoin or Ethereum (“**Digital Currency**”) (each an “**Order Book**”) for its users (the “**MAX Exchange Services**”) through MAX Exchange App and <https://max.maicoin.com> (collectively referred to as the “**Site**”) and authorizes Modernity Financial Technologies, Ltd to manage and run the Site. The following terms and conditions (“**Terms of Use**”) is a contract between all users of the MAX Exchange Services and this Site (referred to herein as “**user**”, “**you**” or “**your**”) and MAX Exchange and apply to your access and use of the MAX Exchange Services and this Site.

MaiCoin Technologies Limited (Samoa)(下稱「**MAX Exchange**」) 委託現代財富科技有限公司經營並管理 MAX Exchange 應用程式 與 <https://max.maicoin.com> (下合稱「**本網站**」), 透過**本網站**為其用戶提供特定數位資產如比特幣或以太幣(下稱「**數位資產**」)買賣的交易配對平台(每一配對, 下稱「**配對請求單**」)的服務(下稱「**MAX Exchange服務**」)。以下條款和條件(下稱「**本使用條款**」)構成使用MAX Exchange服務與本網站的所有用戶(包含所有自然人用戶及法人用戶)(下稱「**用戶**」、「**您**」或「**您的**」)和MAX Exchange之間的契約, 並適用於您進入和使用MAX Exchange服務和本網站的情形。

THESE TERMS OF USE AND MAX EXCHANGE PRIVACY POLICY GOVERN YOUR ACCESS TO AND USE OF MAX EXCHANGE SERVICES AND SITE BY ANY MEANS INCLUDING BUT NOT LIMITED TO VIA ANY DEVICES OR SERVICES PROVIDED BY ANY OTHER THIRD PARTY. THEREFORE, PLEASE READ THESE TERMS OF USE CAREFULLY.

本使用條款和MAX Exchange的隱私權政策, 適用於您以任何方式, 包括但不限於透過任何其他第三方提供的任何設備或服務的方式, 進入和使用MAX Exchange服務及本網站的情形。因此, 請仔細閱讀本使用條款。

BY ACCESSING OR USING MAX EXCHANGE SERVICES OR THIS SITE, YOU ACKNOWLEDGE AND AGREE THAT: (A) YOU HAVE REVIEWED FOR A REASONABLE PERIOD, AND YOU FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THESE TERMS OF USE; AND (B) YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE OR ANY SUBSEQUENT AMENDMENTS, CHANGES, OR UPDATES, PLEASE DO NOT ACTIVATE OR ACCESS MAX EXCHANGE SERVICES OR OTHERWISE ACCESS OR USE THIS SITE.

當您勾選遵守使用條款的選項後，您即確認並同意：（A）您已花費合理時間充分審閱且完全瞭解本使用條款的條款和條件；及（B）您同意受本使用條款的所有條款及條件的約束，始進入或使用MAX Exchange服務或本網站。如果您不同意使用本使用條款的任一條款及條件，請您切勿啟用或使用MAX Exchange服務或以其他方式進入或使用本網站。

THESE TERMS OF USE IS A BINDING AGREEMENT BETWEEN YOU AND MAX EXCHANGE, MAX EXCHANGE RESERVES THE RIGHT TO UPDATE THESE TERMS OF USE AT ANY TIME. THESE TERMS OF USE MAY BE AMENDED, CHANGED, OR UPDATED BY MAX EXCHANGE AT ANY TIME AND MAX EXCHANGE WILL NOTIFY YOU OF THE CHANGES SO YOU MAY DECIDE WHETHER TO CONTINUE ACCESSING OR USING MAX EXCHANGE SERVICES OR THIS SITE PURSUANT TO THE SUBSEQUENT VERSIONS OF THESE TERMS OF USE. AFTER THE EFFECTIVE DATE OF ANY AMENDMENTS, CHANGES, OR UPDATES, IF YOU DO NOT AGREE TO ANY SUBSEQUENT AMENDMENTS, CHANGES, OR UPDATES, YOU MAY STILL ACCESS YOUR RECORDS AND YOUR BALANCE, BUT YOU WILL NOT BE ABLE TO USE ANY OTHER MAX EXCHANGE SERVICES AND OTHER FUNCTIONS OF THIS SITE, INCLUDING BUT NOT LIMITED TO DEPOSIT, WITHDRAWAL, ORDERS AND TRADES. THEREFORE, PLEASE CONTACT MAX EXCHANGE SERVICE PERSONNEL SO THAT YOUR TERMINATION OF USE OF THIS SITE CAN BE PROPERLY PROCESSED.

本使用條款是您與MAX Exchange間具有拘束力的契約，且MAX Exchange可能會在任何時候修改本使用條款，但修改後會通知您，使您得以決定是否同意依據修改後之使用條款內容使用MAX Exchange服務或進入或使用本網站。在本使用條款經過修改後，若您不同意本使用條款修改後之內容，您仍可登入本網站查詢過去的交易紀錄與餘額，但將無法使用MAX Exchange服務與本網站的其他功能（包含但不限於存款、提款、訂單與交易），故請聯繫MAX Exchange之客服人員，以便進行終止MAX Exchange服務之後續處理。

1. ACCEPTANCE OF TERMS OF USE

By accessing or using MAX Exchange Service and this Site by any means (including but not limited to via, devices or services provided by any other third party), you are deemed to accept and agree to be bound by the terms and conditions of these Terms of Use, which may be modified in accordance with Section 17.1 of these Terms of Use.

1. 接受使用條款

透過以任何方式進入或使用MAX Exchange服務和本網站（包括但不限於透過由任何其他第三方提供的設備或服務），均視為您已接受並同意受本使用條款的條款和條件的約束，本使用條款可能會依據使用條款第17.1條進行修改。

2. ELIGIBILITY

- 2.1 You must have attained the age of majority and must be of full legal capacity under the laws applicable to you to access and use MAX Exchange Services and this Site. Before 09:00 a.m. (GMT+8), May 12th, 2018, prior to accessing and using this Site, you must complete your registration process with MaiCoin (<https://www.maicoin.com/zh-TW/>)(“**MaiCoin**”) and the subsequent activation of MAX Exchange Services and this Site. On and after 09:00 a.m. (GMT+8), May 12th, 2018, prior to accessing and using this Site, you must complete your registration process with MAX Exchange and the subsequent activation of MAX Exchange Services and this Site. By activating or accessing to or using MAX Exchange Services and this Site, it is deemed that you agree to these Terms of Use and bear all legal and financial responsibility and liability for the activities or actions under your account. If you are a minor or a person of limited legal capacity, please do not access or use MAX Exchange Services and this Site, otherwise you and your parents or legal guardian shall be responsible for all legal and financial responsibility and liabilities resulting therefrom, and MAX Exchange shall have the right to claim against you and your parents or legal guardian for damages caused to MAX Exchange as a result of such access or use. In addition, MAX Exchange shall have the right to suspend, cancel, or terminate your user account and may block transactions or freeze funds under your user account. If you have accessed or used MAX Exchange Services and this Site when you are still a minor or a person of limited legal capacity, your non-termination or continued access to or use of MAX Exchange Services and this Site after you become a major or attain full legal capacity shall automatically constitute your agreement to all Terms of Use of this Site.
- 2.2 According to your citizenship and the regulations of the countries or areas that you are at (including but not limited to Japan, United States and European Economic Area), you may not be able to use part or all of the functions of the Site or MAX Exchange may reserve the right to provide the service of the Site. In addition, MAX Exchange may at any time refuse to provide services to the individuals, groups or areas set forth on the high risk or sanction list according to the relevant AML and CFT regulations and policies.

2. 使用資格

- 2.1 您必須根據您適用的法律達到法定成年年齡且具備完全行為能力，才能進入和使用MAX Exchange服務和本網站。在2018年5月12日上午9時0分以前（台灣時間），您必須在進入與使用MAX Exchange服務和本網站以前，先向MaiCoin (<https://www.maicoin.com/zh-TW/>)（下稱「**MaiCoin**」）完成註冊流程，以及完成MAX Exchange服務和本網站之後續啟用程序。自2018年5月12日上午9時0分起（台灣時間），您必須在進入與使用MAX Exchange服務和本網站以前，先向MAX Exchange完成註冊流程，以及完

成MAX Exchange服務和本網站之後續啟用程序。透過啟用、進入或使用MAX Exchange服務和本網站，您將被視為同意本使用條款，並同意對您或您的MAX Exchange帳戶下的所有活動與行為承擔一切法律和財務責任。如果您根據您所適用的法律為限制行為能力人或無行為能力人，請勿進入和使用MAX Exchange服務和本網站，否則您與您的法定代理人或法定監護人將承擔因您使用MAX Exchange服務和本網站之一切法律和財務責任，及賠償MAX Exchange所有因此所受之損害。此外，MAX Exchange有權立即暫停、取消或終止您的MAX Exchange帳戶並禁止交易或凍結資金。若您於限制原因消滅前即已開始使用MAX Exchange服務或本網站，則您於限制原因消滅後，繼續使用MAX Exchange服務或本網站者，即表示承認自您首次進入或使用MAX Exchange服務和本網站起所有與MAX Exchange間訂立之使用條款。

- 2.2 根據您的公民身份以及您所在的國家或地區之法律規範（包括但不限於日本、美國或歐洲經濟區等），您可能無法使用或MAX Exchange得保留對您提供本網站的部分或所有功能。此外，MAX Exchange 為遵循防制洗錢與打擊資助恐怖主義等相關規範與建議，得拒絕對與前開規範與建議所列之高風險或制裁名單之個人、團體或地區提供服務。

3. PRIVACY POLICY

MAX Exchange values your privacy. Please review our privacy policy at <https://max.maico.in.com/privacy> (“Privacy Policy”) to learn more about how we collect, process, and use your information.

3. 隱私權政策

MAX Exchange重視您的隱私。請進入<https://max.maico.in.com/privacy>（下稱「**隱私權政策**」）查看我們的隱私權政策，以深入了解我們如何收集、處理和利用您的資訊。

4. ACCOUNT REGISTRATION AND SECURITY

- 4.1 Before 09:00 a.m. (GMT+8), May 12th, 2018, in order to use certain functions or features of MAX Exchange Services and this Site, you are required to register a user account with MaiCoin (https://www.maico.in.com/zh-TW/sign_up) first, and the same user account will allow you to be a registered user for accessing MAX Exchange Services and this Site after you complete additional activation procedures. Please note that your registration with MaiCoin will be governed by the agreement or terms of use between MaiCoin and you. On and after 09:00 a.m. (GMT+8), May 12th, 2018, in order to use certain functions or features of MAX Exchange Services and this Site, to protect MAX Exchange and the community from fraudulent users, and to keep appropriate records of MAX Exchange customers, you are required to register a user account with MAX

Exchange (<https://max.maicoin.com/signup>) first, and after you complete additional activation procedures, the same user account will allow you to be a registered user for accessing MAX Exchange Services and this Site. If you have registered with MaiCoin before 09:00 a.m. (GMT+8), May 12th, 2018, you do not have to register with MAX Exchange again to access or use MAX Exchange Services and this Site.

4. 帳戶註冊與安全

- 4.1 在2018年5月12日上午9時0分以前（台灣時間），您需要先行向MaiCoin註冊帳戶（https://www.maicoin.com/zh-TW/sign_up），而該帳戶將允許您在完成其他啟用程序後成為使用MAX Exchange服務和本網站的註冊用戶。請注意，您在MaiCoin所註冊的帳戶將受到MaiCoin與您之間的協議或使用條款所拘束。自2018年5月12日上午9時0分起（台灣時間），為了使用MAX Exchange服務和本網站的某些功能或特性及保護MAX Exchange用戶免受詐欺或其他傷害，並為了保存MAX Exchange用戶的適當記錄，您需要先行向MAX Exchange註冊帳戶（<https://max.maicoin.com/signup>），在完成其他啟用程序後，該帳戶將允許您成為使用MAX Exchange服務和本網站的註冊用戶。如您已經在2018年5月12日上午9時0分以前（台灣時間）向MaiCoin註冊，您無須再次向MAX Exchange註冊以使用MAX Exchange服務和本網站。
- 4.2 During the registration process with MaiCoin or MAX Exchange and the subsequent activation of your user account at MAX Exchange (“**MAX Exchange Account**”), you will be required to provide certain personal information, including, but not limited to your name, telephone number, telephone bills, e-mail address, date of birth, government identification number/passport numbers, sex gender, nationality, information regarding your bank account, your financial circumstances, occupation and address, and establish your user account and a password. MAX Exchange implements certain KYC verifications procedures during your activation and subsequent access to or use of MAX Exchange Services and this Site. Your access to MAX Exchange Services, and limits including, without limitation to, daily or weekly limits on deposit, withdrawal and trading limits may be based on the identifying information and/or proof of identity you provide to MaiCoin/MAX Exchange and is subject to MAX Exchange’s sole discretion. For the purpose of this Terms of Use, “**Affiliates**” means, with respect to any entity, any other entity that directly or indirectly controls or is controlled by, or under direct or indirect common control with, such entity, and for the purpose of this definition the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

- 4.2 您在MaiCoin或MAX Exchange進行註冊的過程中，以及在之後啟用MAX Exchange帳戶（下稱「**MAX Exchange帳戶**」）的程序中，您將被要求提供某些個人資訊，包括但不限於您的姓名、電話號碼、電話帳單、電子郵件地址、出生日期、身分證號碼/居留證統一證號/護照號碼、性別、國籍、銀行帳戶資訊、財務狀況、職業和居住/戶籍地址，並建立您的個人帳戶和密碼。MAX Exchange在您啟動和隨後進入或使用MAX Exchange服務和本網站時，會執行某些KYC驗證程序。您對MAX Exchange服務的使用權限（包括但不限於每日或每週的存款、提款限制和交易限制）會依據您提供給MaiCoin/MAX Exchange的個人資訊和/或身分證明資訊而決定，並得依MAX Exchange之裁量而調整。本使用條款所稱之「**關係企業**」係指就任一主體而言，其直接或間接地控制或受其控制之任何其他主體，或該主體直接或間接普遍控制之任何其他主體。為此定義，「控制」一詞（包含「控制」、「被控制」、「受...普遍控制」這些詞）意指擁有直接的或間接的權力去決定或實質決定一個主體的管理與政策，無論是透過擁有具有表決權之證券或藉契約或其他方式。
- 4.3 By activating your MAX Exchange Account or accessing MAX Exchange Services and this Site, you are deemed to agree to: (a) provide accurate, current and complete information about you and promptly update such information thereafter to keep it accurate, current and complete; (b) maintain the security of your identification; (c) accept all risks arising out of inaccurate, outdated or incomplete information; and (d) irrevocably grant MaiCoin and its Affiliates and the Bank that are in collaboration with MAX exchange (the “**Bank**”), the third party payment processor to process any Fiat Currency payment(s) among you, MAX Exchange and other users of MAX Exchange, your personal information and other information in relation to your MAX Exchange Account, including but not limited to your instructions and records in Trade(s) and information regarding your bank account.
- 4.3 透過啟用您的MAX Exchange帳戶或使用MAX Exchange服務和本網站，您即同意：（a）提供有關您的正確、最新和完整的資訊，並及時更新該資訊，以保持其正確、最新和完整；（b）保持身分證明的安全性；（c）接受由於不正確、過時或不完整的資訊所導致的所有風險；及（d）對MaiCoin及其關係企業、合作銀行（為您、MAX Exchange及MAX Exchange的其他用戶間處理關於法定貨幣支付的第三方支付處理者），不可撤回地授與關於您MAX Exchange帳戶的個人資訊及其他資訊之存取權，包括但不限於您的交易指示與紀錄，以及您的銀行帳戶資訊。
- 4.4 Your MAX Exchange Account consists of the following:

- (a) A Digital Currency wallet provided by MAX Exchange Account for each Digital Currency available to you (“**Digital Currency Wallet**”), depending on your location and subject to MAX Exchange’s sole discretion;
- (b) Online balance for government-issued currency (“**Fiat Currency**”) associated to your MAX Exchange Account for each Fiat Currency available to you (“**Online Balance**”), depending on your location and subject to MAX Exchange’s sole discretion. MAX Exchange designates Financial Institutions to be the trustee for the funds in your Online Balance and such funds will be in the custody of a trust account of Financial Institutions until your further instructions, subject to these Terms of Use; and
- (c) User tools, accessible at <https://max.maicoi.com>.

4.4 您的MAX Exchange帳戶包含下列：

- (a) 一個由MAX Exchange提供的數位資產錢包（「下稱「**數位資產錢包**」」），該錢包會依據您的所在位置以及MAX Exchange的裁量而提供特定數位資產之功能；
- (b) 根據您所在的位置，並在MAX Exchange的裁量下，將提供您線上的交易預備餘額（下稱「**交易預備餘額**」）。MAX Exchange委任合作金融機構擔任您交易預備餘額的資金的受託人，並將該等資金實際存於合作銀行的信託帳戶，直到您有進一步的指示，但其運作或指示仍應依循本使用條款；
- (c) 使用者工具可在此取得：<https://max.maicoi.com>。

4.5 You hereby authorize MAX Exchange to, directly or through third parties, including, without limitation to, MaiCoin and its Affiliates, the Bank, relevant AML and CFT system and database and telecommunication companies make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., your name, address, past addresses, date of birth or relevant information of re-issuance of identification card), to query and verify account information associated with your linked bank account (e.g., name or account balance), and to take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.

4.5 您特此授權MAX Exchange，可以直接或透過第三方，包括但不限於MaiCoin及其關係企業、合作銀行、相關防制洗錢及打擊資恐查詢系統與資料庫及電信公司，進行任何我們認為必要的查詢以驗證您的身分和/或防

止詐欺，包括查詢在公開報告中的身分資訊（例如您的姓名、現在或過去的地址或出生日期、身分證換發相關資訊），以查詢和驗證與您關聯的銀行帳戶資訊（例如姓名或帳戶餘額），並可根據該查詢及報告的結果，採取我們合理認為有必要的措施。您進一步授權與該查詢或請求相關的任何和所有第三方，可以全面回應上述查詢或請求。

- 4.6 MAX Exchange reserves the right, at its sole discretion, (a) to refuse your registration or activation with MAX Exchange Services and this Site; (b) to restrict or terminate your access to any or all of the MAX Exchange Services and/or this Site for the purpose of risk control, and to determine the process to settle and return your Digital Currency and Fiat Currency, for example, enabling you to withdraw within a specific period; (c) to limit the number of user account that a single user may establish or maintain; (d) to suspend, restrict, or terminate your access to any or all of the MAX Exchange Services and/or this Site when MAX Exchange suspects that you violate these Terms of Use or you engage in any inappropriate conduct or behavior, or the activities or actions under your MAX Exchange Account are in accordance with the behavior pattern of any inappropriate conduct or behavior deemed by MAX Exchange; and (e) deactivate or cancel your MAX Exchange Account and remove the Content (as defined in Section 9.3 herein) submitted under the MAX Exchange Account without prior notice and at our sole discretion if (i) any information provided during the registration process or later is inaccurate, not current or incomplete; (ii) activities or actions under your MAX Exchange Account is alleged to be infringing these Terms of Use or other agreements between you and MAX Exchange or falling under Prohibited Use set forth herein; (iii) a dispute has arisen between you and MAX Exchange that remains pending in a legal or judicial proceeding; or (iv) activities or actions under your MAX Exchange Account is alleged to be infringing our Anti-Fraud, Anti-Money Laundering and Counter-Terrorist Policies or applicable law.
- 4.6 MAX Exchange有權（a）拒絕您註冊或啟用MAX Exchange服務和本網站；（b）基於內部政策或風險控制之考量，限制或停止您使用任何或所有MAX Exchange服務和/或本網站，並根據MAX Exchange之裁量，決定結算與歸還您的交易預備餘額及數位資產之方式（例如：通知您於特定期間內提領）；（c）限制單一用戶可以建立或維護的帳戶數量；（d）倘若MAX Exchange發現您或您的MAX Exchange帳戶下的活動或行為疑似有違反本使用條款、其他不正當之行為或被MAX Exchange認定符合不正當使用之行為模式時，暫停、限制或停止您使用任何或所有MAX Exchange服務和/或本網站；（e）倘若（i）您在註冊過程中或之後所提供的任何資訊是不正確的、不是最新的或不是完整的；（ii）您的MAX Exchange帳戶下的活動或行為，被MAX Exchange認定已違反本使用條款或其他您與MAX Exchange間的協議或被MAX Exchange認定您從事根據本使用條款第8.4條定義之禁止行為；（iii）您與MAX Exchange就使用本網站或MAX

Exchange服務發生爭執進入司法程序等情事，足認雙方已欠缺繼續交易之信賴基礎；或（iv）您的MAX Exchange帳戶下的活動或行為，被MAX Exchange認定已違反刑事或行政法律（包含但不限於詐欺、我們的反洗錢和反恐怖主義等法律規定），我們會停用或取消您的MAX Exchange帳戶，並刪除您MAX Exchange帳戶所提交的根據本使用條款第9.3條定義之內容。

- 4.7 You should be responsible for your MAX Exchange Account security, including, but not limited to maintaining adequate security and control of any and all IDs, passwords, API keys or any other codes that you use to access to or associate with the MAX Exchange Services and this Site. When choosing your user ID and password, please do not create it using easily identifiable or predictable information such as your birthday, telephone number or a recognizable part of your name. You must not share your MAX Exchange Account or password with any other third party, knowingly or accidentally share, provide or make your MAX Exchange Account or password available to any other third party, or otherwise enable any other third party to access or decipher your MAX Exchange Account or password. In addition, you shall take necessary and reasonable measures to and due care in keeping your MAX Exchange Account and password confidential and preventing your MAX Exchange Account and password from being used by any other third party. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your MAX Exchange Account by third-parties and the loss or theft of any Digital Currency and/or funds held in your MAX Exchange Account and any associated accounts, including your linked bank account(s). Since you are the owner of your MAX Exchange Account and password, and you are responsible for taking necessary and reasonable measures to keep your MAX Exchange Account and password confidential, you agree to take sole responsibility for any activities or actions under your MAX Exchange Account, whether or not you have authorized such activities or actions, except to the extent that you are able to prove that a third party is able to tamper with your MAX Exchange Account by unauthorized access of our IT systems due to system deficiencies of MAX Exchange. If you believe your MAX Exchange Account and password may have been disclosed to a third party, is lost or stolen or unauthorized transactions may have been conducted, you are responsible for notifying MAX Exchange immediately.

- 4.7 您應對您的MAX Exchange帳戶的安全性負責，包括但不限於對任何和所有帳號、密碼、API密鑰或任何其他用來進入或連結MAX Exchange服務和本網站的帳號與密碼等，維持足夠的安全性及控制性。當您選擇MAX Exchange帳戶的名稱及密碼時，切勿使用可輕易辨識或猜測之資料，例如：您的生日、電話號碼、或您姓名中可辨識的字眼等。您不得與任何其他第三方分享或以任何方式有意或無意間洩漏您的MAX Exchange帳戶或密

碼，或使任何第三人得以猜測出您的MAX Exchange帳戶或密碼。而且您應對MAX Exchange帳戶和密碼採取必要且足夠的保密措施，並應積極防止您的MAX Exchange帳戶和密碼被其他任何第三方使用。關於上述資訊或您的個人資訊的任何損失或洩漏，可能會導致第三方未經授權進入您的MAX Exchange帳戶，並造成您的MAX Exchange帳戶，包括任何相關聯的銀行帳戶中數位資產或資金遺失或遭竊。因您的MAX Exchange帳戶之帳號與密碼為您所自行設定且您應負責採取必要且足夠的保密措施，因此無論您是否有授權該活動或行為，您同意對您的MAX Exchange帳戶下的任何活動或行為承擔全部責任。但若您能證明第三方利用MAX Exchange電腦系統缺失而入侵MAX Exchange電腦系統，進而操作、竄改您的MAX Exchange帳戶，則不在此限。倘您認為您的MAX Exchange帳戶及/或密碼可能已為他人所知、或已遺失或遭竊，或可能已有交易擅自進行，您有責任立即通知MAX Exchange。

5. ANTI-FRAUD, ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST

- 5.1 MAX Exchange, MaiCoin and its Affiliates, and the Bank implement certain anti-fraud, Anti-Money Laundering and Counter-Terrorist policies and procedures (**“Anti-Fraud, Anti-Money Laundering and Counter-Terrorist Policies”**). Accordingly, MAX Exchange, MaiCoin and its Affiliates, and the Bank insist on a comprehensive and thorough customer due diligence process and implementation and ongoing analysis and reporting. This includes monitoring of suspicious transactions and mandatory or voluntary reporting to regulators. MAX Exchange needs to keep certain information and documentation on file pursuant to applicable laws, applicable policies and to fulfill contractual obligations to third parties, and MAX Exchange hereby expressly reserves the right to keep such information and documentation and to disclose such information and documentation to the Bank or government authorities. This will apply even when you terminate your relationship with MAX Exchange, and vice versa, or abandon your application to have an account with MAX Exchange.
- 5.2 To comply with Anti-money Laundering and Counter Terrorism Financing related regulations, you and/or your related persons (including but not limited to legal representatives, responsible persons, authorized persons and beneficial owners) acknowledge and agree that MAX Exchange and its Affiliates and the Bank may adopt the following measures according to “Money Laundering Control Act”, “Counter-Terrorism Financing Act”, “Regulations Governing Anti-Money Laundering of Financial Institutions” or other related regulations. Furthermore, you and/or your related persons agree that any damages or disinterests caused by the following measures shall be solely borne by you and/or your related persons. MAX Exchange and its Affiliates and the Bank shall not be responsible for the damages or disinterests caused by the following measures.

- (a) In the event of that MAX Exchange and its Affiliates and the Bank discover that you and /or your related persons are in the sanction list or are deemed or traced back as the individual terrorists and terrorist organizations by foreign government or institution, or any international Anti-money Laundering organization or group, MAX Exchange and its Affiliates and the Bank may directly suspend and/or terminate MAX Exchange Services, Term of Use and any other related transactions and business without notifying you and/or your related persons.
- (b) MAX Exchange and its Affiliates and the Bank may ask you and/or your related persons to provide any necessary materials of your own for reviewing or to explain the resources of you funds and the nature and purpose of the transaction within 14 days upon notice from MAX Exchange and its Affiliates if MAX Exchange and its Affiliates and the Bank deem that it is necessary (including but not limited to you and/or your related person involve suspicious illegal activities, Anti-money Laundering activities, Counter Terrorism Financing activities or any other illegal activities reported by media) when reviewing the identification documents of you and/or your related persons on a regular or irregular basis or any other necessary circumstances.

MAX Exchange and its Affiliates and the Bank may directly suspend and/or terminate MAX Exchange Services, Term of Use and any other related transactions and business without notifying you and/or your related persons if you and/or your related persons fail to provide such materials or to explain within said 14 days.

5. 反詐欺、反洗錢和反恐怖主義

- 5.1 MAX Exchange、MaiCoin及其關係企業與合作銀行正施行相關反詐欺、反洗錢和反恐怖主義之法律規定、政策和程序（下稱「**反詐欺、反洗錢和反恐怖主義規定等**」）。因此，MAX Exchange、MaiCoin及其關係企業與合作銀行堅持進行全面、徹底的客戶盡職調查程序及措施，以及持續性的分析和報告。這包括監控可疑交易，以及強制性或在無法定義務前提下主動向監理機構報告。MAX Exchange根據其適用的法律、政策以及履行與第三方的契約義務，需要保存部分資訊和文件，MAX Exchange特此明確表示其有保存該資訊和文件的權利，並有權向合作銀行或政府機關揭露該資訊和文件。即使您終止與MAX Exchange的關係，或MAX Exchange終止與您的關係，或您放棄向MAX Exchange申請帳戶，上述條款仍應適用。
- 5.2 為符合防制洗錢及打擊資恐之相關法規規範，您及/或您的關聯人（包含但不限於法定代理人、負責人、代表人、被授權人、實質受益人等）同意MAX Exchange及其關係企業與合作銀行得分別依「洗錢防制法」、「資恐防制法」或「金融機構防制洗錢辦法」等相關規定，進行以下措施。您及/或您的關聯人並同意，就MAX Exchange及其關係企業與合作銀行依本條辦理相關措施所導致您及/或您的關聯人產生之任何損害或不利益，均由

您及/或您的關聯人自行承擔，MAX Exchange及其關係企業與合作銀行不負損害賠償責任。

- (a) MAX Exchange及其關係企業與合作銀行於發現您及/或關聯人為受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體者時，MAX Exchange、本網站與合作銀行得逕行暫時停止並終止MAX Exchange服務、本使用條款與其相關之各項交易與業務關係，而無須另行通知您及/或您的關聯人。
- (b) MAX Exchange及其關係企業與合作銀行，於定期或不定期審查您及/或您的關聯人身份作業或於其他認為必要之情形時（包括但不限於：懷疑您及/或您的關聯人涉及非法活動、疑似洗錢、資恐活動、或經媒體報導，您及/或您的關聯人涉及任何違法之特殊案件等），得要求您於接獲MAX Exchange及其關係企業通知後14天（含）內提供審查所需之必要資料（含您及/或您的關聯人之必要資料）、法人戶之實質受益人之資訊或對交易性質與目的或資金來源進行說明，若您及/或您的關聯人逾期仍不履行者，MAX Exchange、本網站與合作銀行得逕行暫時停止並終止MAX Exchange服務、本使用條款與其相關之各項交易與業務關係，而無須另行通知您及/或您的關聯人。

6. RISK STATEMENT

Digital Currency is not Fiat Currency and Digital Currency does not have intrinsic value. The legal status of Digital Currency may affect the legal obligations, reporting obligations, and tax obligations in relation to holding, investing, or trading Digital Currency. You are solely responsible for checking the legal status or requirement of Digital Currency and for complying with any and all applicable laws and taxation or reporting requirements. In addition, trading in Digital Currencies entails certain risks. When trading Digital Currency, please be aware that there is a significant possibility that Digital Currency can fluctuate considerably in value. There is no assurance that any person will accept Digital Currency as payment for goods or services and it is possible that the use or transaction of Digital Currency may be expressly prohibited by legislation in a particular jurisdiction. Whether you are suitable to engage in the purchase or sale of Digital Currency will be dependent on your personal financial situation and tolerance for risk. By using MAX Exchange Services and this Site, you agree that you are fully aware of the related risks and considerations and waive any and all claims against MAX Exchange and its Affiliates for all losses or damages that may arise from your purchase or sale of Digital Currency. Please see our Risk Disclosure Statement at <https://max.maicoi.com/risk> for a disclosure of the various risks involved in trading Digital Currencies. This Risk Disclosure Statement is for your reference only. It cannot and does not disclose all risks and other aspects involved in holding or trading in Digital Currencies.

6. 風險聲明

數位資產不屬於法定貨幣，不具有本質性的價值，其法律上之定位可能會影響持有、投資或交易數位資產相關法律上的義務、申報義務及稅法上義務，您應自行負責確認數位資產在法律上的定位與要求，並遵守任何及所有相關法律和稅務或申報要求。此外，數位資產交易具有一定風險。在交易數位資產時，請了解數位資產之價值極可能大幅波動。MAX Exchange無法保證有任何人會接受以數位資產支付商品或服務，甚至可能面臨世界上任何政府之立法明文禁止。至於您是否適合從事數位資產買賣，端視您個人財務狀況及風險容忍度而定。您一旦使用MAX Exchange服務及本網站，即表示您已同意您完全了解相關風險與考量，且就您買賣數位資產因相關風險所生之任何損失或損害，您已拋棄針對MAX Exchange及其關係企業之任何及全部請求權。請參閱我們的風險揭露聲明<https://max.maicoi.com/risk>以知悉交易數位資產涉及的各種風險。本風險揭露聲明僅供您參考，並無法充分完整的列舉持有或交易數位資產所涉及的所有風險及各種面向，故請您還是要充分注意其他可能的風險。

7. DEPOSITS; WITHDRAWALS; ORDERS, TRADES, AND FEES

- 7.1 Deposit. You may fund your MAX Exchange Account by depositing Digital Currency from your Digital Currency Wallet and digital currency wallets that are provided by services providers other than MaiCoin (“**External Digital Currency Wallets**”). To fund Online Balance associated with your MAX Exchange Account, you must link a saving account with your name to your MAX Exchange Account, and such linked saving account must first be verified by MAX Exchange and/or its services providers, including but not limited to the Bank. Upon the completion of such verification, you may fund your Online Balance associated with your MAX Exchange Account by depositing Fiat Currency from your linked and verified saving account(s) with your name. Please note that MAX Exchange ONLY accepts deposits via ATM transfer and internet bank transfer. All other methods will result in failure to fund Online Balance associated with your MAX Exchange Account. MAX Exchange may ask you to provide relevant information and materials to proceed refund process in the event of your failure to fund Online Balance associated with your MAX Exchange Account by using other methods other than ATM transfer and internet bank transfer and you request to refund. You agree to provide the required information and materials by MAX Exchange accordingly. Please note that your deposit of Fiat Currency shall bear no interest. Funds in your MAX Exchange Account can be used only to trade on MAX Exchange.

7. 存款、提款、訂單、交易及費用

- 7.1 存款 您可以從數位資產錢包和由MaiCoin以外的服務提供者所提供的數位資產錢包（下稱「**外部數位資產錢包**」），為您的MAX Exchange帳戶存入數位資產。為存入與您的MAX Exchange帳戶相連結的交易預備餘額的資金，您必須將您的同名存款帳戶與您的MAX Exchange帳戶相連結，且

該存款帳戶必須先由MAX Exchange和/或其服務提供商（包括但不限於合作銀行）進行驗證。完成上述驗證後，您可以透過已連結且經驗證的同名存款帳戶將法定貨幣存入您的交易預備餘額。請注意，MAX Exchange 只接受透過ATM轉帳和網路銀行轉帳的存款方式。所有其他方法將無法為您的MAX Exchange帳戶連結的交易預備餘額存入資金，當您因使用前述其他方法無法存入資金而要求退款時，本公司得向您要求相關資料或資訊以進行退款，您同意應配合提供以順利進行您的退款。請注意您法定貨幣之存款不會產生利息。您在MAX Exchange帳戶中的資金只能用在MAX Exchange上的交易。

- 7.2 Withdrawals. Subject to these Terms of Use, you may withdraw Digital Currency from your MAX Exchange Account by transfer to your Digital Currency Wallet and/or External Digital Currency Wallets, and you may withdraw the funds in your Online Balance directly to your linked and verified saving account with your name, but you cannot withdraw Fiat Currency from your Online Balance by ATM or over-the-counter withdrawal. Additional transaction fees apply when you withdraw Digital Currency to External Digital Currency Wallets. It takes around three to five business days to process your withdrawal of Fiat Currency to your linked and verified bank account.
- 7.2 提款 根據本使用條款，您可以透過從MAX Exchange帳戶匯款至數位資產錢包和/或外部數位資產錢包的方式提領數位資產。您也可以將您的交易預備餘額的資金直接提款至已連結且經驗證的同名存款帳戶，但無法透過ATM或臨櫃方式自交易預備餘額提款。當您將數位資產提取到外部數位資產錢包時，將收取額外的交易費用。將法定貨幣提款至您已連結且經驗證的銀行帳戶約需要三至五個工作天。
- 7.3 Orders. Your MAX Exchange Account allows you to place an order for Digital Currency at a specified price in a Fiat Currency or Digital Currency (“**Order**”). You must have sufficient balance of Digital Currency or Fiat Currency (“**Assets**”) in your Digital Currency Wallet and Online Balance to cover the total value of the Order plus any applicable fees. Your valid Orders will be immediately placed on the relevant Order Book, and will be eligible to be matched with corresponding Order(s) placed by other MAX Exchange users, at the relevant price and on a first-in-time priority basis.
- 7.3 訂單 您的MAX Exchange帳戶允許您以法定貨幣或數位資產為單位的指定價格，購買數位資產（下稱「**訂單**」）。您的數位資產或法定貨幣（下稱「**資產**」）必須在數位資產錢包和交易預備餘額中有足夠的餘額，以支付訂單價款及任何相關費用。您的有效訂單將立即被放置在相關的配對請求單上，以相應價格和時間優先序為基準，有資格與其他MAX Exchange用戶的相應訂單相配對。

- 7.4 Trades. When an Order is matched, in part or in full, to one or more corresponding Orders, one or more trades (“**Trades**”) are executed. MAX Exchange immediately settles each Trade by transferring funds between the trading counterparties’ MAX Exchange Accounts. Trading rules of this Site is available at <https://max.maico.in.com/trading>.

Except as otherwise set forth herein, all Trades are final, and fees paid to MAX Exchange are non-refundable. MAX Exchange reserves the right to cancel Orders and/or reverse Trades in the following circumstances:

- (a) Orders or Trades which we believe constitute an abusive use of the platform, for example, market manipulation.
- (b) Orders or Trades which are caused by or manifest an obvious error with respect to price, quantity, or other matters (“**Error Transaction**”).
- (c) If required or requested by any applicable law or regulation or government authority.
- (d) To restrict trade size or frequency or limit API use which, in our sole discretion.

You hereby release us from all liability in relation to any action taken by us under this section.

- 7.4 交易 當訂單與部分或全部配對到一個或多個相應的訂單時，即執行一個或多個交易（下稱「**交易**」）。MAX Exchange 藉由交易方的MAX Exchange 帳戶間轉移資金來立即結算每個交易。本網站的交易規則請見：<https://max.maico.in.com/trading>。

除使用條款另有規定外，所有交易均為最終的確定交易，且向MAX Exchange支付的費用將不予退還。MAX Exchange有權在以下情況下取消訂單和/或進行反向交易：

- (a) 我們認為訂單或交易已構成濫用平台，例如市場操縱。
- (b) 基於價格、數量或其他事項所引起或顯示出明顯錯誤的指令或交易（下稱「**錯誤交易**」）。
- (c) 任何基於法律、法規或政府機關的要求或要求。
- (d) 在我們自行裁量下決定限制交易規模或頻率，或限制API的使用。

您特此同意:使我們免於負擔依據本條所採取的任何行動的所有責任。

- 7.5 Fees. By placing an Order on a MAX Exchange Order Book, you agree to pay all applicable fees and any amount payable and you agree and authorize MAX Exchange to **AUTOMATICALLY** deduct fees and any amount payable directly from your Digital Currency Wallet and/or the funds in your Online Balance. MAX Exchange also charges a fee on deposit or withdrawal. All fees and amount payable will be clearly displayed in your MAX Exchange Account and the fee schedules is also available at <https://max.maicoin.com/fees>, and such fee schedules may be amended, changed, or updated by MAX Exchange at any time and without prior notice to you. The fee schedules displayed at the time of placing an Order or execution of a Trade shall be final and binding upon you and the trading counterparties.
- 7.5 費用 藉由在MAX Exchange配對請求單上下訂單，您同意支付所有相關的費用與應付款項，並同意與授權MAX Exchange**自動**從您的數位資產錢包和/或交易預備餘額的資金中扣除費用與應付款項。對於存款或提款，MAX Exchange也收取相關費用。所有費用與應付款項將在您的MAX Exchange帳戶中清楚顯示，費用表也可在此取得：<https://max.maicoin.com/fees>，且此費用表可能會在任何時候修改、更改或更新，而且不需要事先通知您。所有相關費用與應付款項應以下訂單或執行交易時所公告的費用表為準，並對您與交易方具有拘束力。
- 7.6 YOU ARE RESPONSIBLE TO ENSURE THAT ANY DESTINATION ADDRESS FOR DIGITAL CURRENCY SHALL CORRESPOND TO THE SAME TYPE OF DIGITAL CURRENCY WALLET ADDRESS. MAX EXCHANGE DOES NOT SUPPORT DIGITAL CURRENCY TRANSACTIONS THAT ARE RECEIVED FROM AN INCORRECT OR DIFFERENT DIGITAL CURRENCY THAT THE WALLET ADDRESS IS INTENDED TO RECEIVE; FOR EXAMPLE, SENDING BITCOIN CASH (BCH) TO BITCOIN (BTC) ADDRESSES, SENDING ETHEREUM CLASSIC (ETC) TO ETHEREUM (ETH) ADDRESSES, OR SENDING LITECOIN (LTC) TO BITCOIN (BTC) ADDRESSES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAX EXCHANGE DOES NOT REFUND MISSING DEPOSITS AND SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS ARISING OUT OF OR IN RELATION TO SENDING DIGITAL CURRENCIES TO WRONG ADDRESSES. MAX EXCHANGE DOES NOT SUPPORT EVERY FORK AND THE TOKENS CREATED OR SPLIT FROM SUCH FORK. IF YOU INTEND TO RECEIVE CREATED OR SPLIT TOKENS, PLEASE MOVE YOUR DIGITAL CURRENCIES TO OTHER SERVICE PROVIDERS THAT SUPPORT FORKS BEFORE FORKS TAKE PLACE. IF MAX EXCHANGE WERE TO ASSIST ON MISSING DEPOSIT THAT IS THE RESULT OF YOUR VIOLATION OF THIS SECTION 7.6 TO YOU, YOU SHALL PAY MAX EXCHANGE FOR THE COST AND EXPENSES INCURRED ARISING OUT OF SEARCHING SUCH MISSING

DEPOSITS, EVEN IF THE VALUE OF THE COST AND EXPENSES MAY BE HIGHER THAN THE VALUE OF MISSING DEPOSITS THEMSELVES.

- 7.6 「數位資產種類」與「數位資產發送或接收之錢包地址種類」間必須對應一致，MAX Exchange不支援將數位資產發送予或接收至不同種類的數位資產錢包地址；例如，將BITCOIN CASH（BCH）發送到BITCOIN（BTC）地址，或將ETHEREUM CLASSIC（ETC）發送到ETHEREUM（ETH）地址，或將LITECOIN（LTC）發送予或接收至BITCOIN（BTC）地址等等。若用戶進行MAX Exchange所不支援之數位資產交易、發送或接收導致數位資產遺失，在法律允許的最大範圍內，MAX Exchange不會為您找回因為發送或接收數位資產至錯誤錢包地址所遺失的數位資產，亦不會賠償與此相關的損失。MAX Exchange也不支援任何形式或種類的區塊鏈分岔(fork)與因此所創造或分岔出的數位資產。如果您打算發送或收到創造或分岔出的數位資產，請您務必要在分岔發生前將您的數位資產移動到支援分岔的服務提供者。若MAX Exchange同意協助您找回因您違反本項規定所遺失的數位資產，您必須就MAX Exchange額外花費勞力、時間、費用為您找回因您違反本項規定所遺失的數位資產乙事，給付MAX Exchange服務費用與礦工手續費等，且服務費用與手續費等可能高於您所遺失的數位資產之價值。

8. OWNERSHIP; GRANT; RESTRICTIONS ON GRANT

- 8.1 You acknowledge and agree that MAX Exchange hereby grants you a limited, non-transferable and non-exclusive license, subject to these Terms of Use, to access and use MAX Exchange Services, the Content, and this Site solely for your personal and non-commercial purposes and that MAX Exchange retains ownership of all right, title and interest to MAX Exchange Services, the Content, and this Site, and the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights, trademarks and trade secret rights) subject to the license granted in this Article 8. You acknowledge and agree that, MAX Exchange may, based on factors such as operating cost, marketplace, and the security of transaction, or at the request of the Bank, set and adjust the minimum amount and maximum amount for use of any or all MAX Exchange Services, and charge transaction fees as a result thereof.

8. 所有權、授權及授權限制

- 8.1 您確認並同意，根據本使用條款，MAX Exchange授權您有限的、不可轉讓和非專屬的許可，您僅可基於個人、非商業性的目的進行進入及使用MAX Exchange服務、內容和本網站。您確認並同意，根據第8條所授權的許可，MAX Exchange對於有權擁有MAX Exchange服務、內容和本網站的所有權利、資格、利益以及智慧財產權（包括但不限於所有專利權、設計

權、版權、商標和營業秘密)。您知悉並同意，MAX Exchange基於營運成本、市場情況、交易安全等因素考量，或基於合作銀行要求，得隨時針對一部或全部MAX Exchange服務設定與調整數量或金額的最低限制及最高限制，並酌收手續費。

8.2 This Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. You should verify all information before relying on it, and all decisions based on information contained on this Site are your sole responsibility and we shall have no liability for such decisions. You acknowledge and agree that MAX Exchange is not responsible for any information, content, or services contained in any third-party materials or on any third party sites.

8.2 本網站（包括但不限於內容）可能並不總是完全正確、完整或最新，也可能包括技術失準或誤植。您應該在仰賴所有資訊之前核實該訊息，而您根據本網站所載資訊作出的所有決定，均由您自行負責，我們對該決定不負任何責任。您確認並同意，MAX Exchange不對任何第三方資料或任何第三方網站上的任何資訊、內容或服務負責。

8.3 Except as otherwise specifically permitted under these Terms of Use, you may not:

- (a) copy, imitate, develop or reproduce MAX Exchange Services, this Site, or the Content, including without limitation the model, design, interface, appearance and layout;
- (b) create any derivative works of any MAX Exchange Services, this Site, or the Content, including without limitation the model, design, interface, appearance and layout;
- (c) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for any part of MAX Exchange Services and this Site;
- (d) disseminate malicious software, programs, virus, worm or in other manner that destroys or crash MAX Exchange Services and this Site;
- (e) distribute, transfer, sell, rent, lease, sublicense, or grant your MAX Exchange Account to any other third party;
- (f) copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part;

- (g) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in MAX Exchange Services and this Site;
- (h) use, access or tamper with non-public areas of MAX Exchange Services and this Site, MAX Exchange's computer systems, or the technical delivery systems of MAX Exchange's providers;
- (i) probe, scan, or test the vulnerability of any MAX Exchange system or network or breach or circumvent any security or authentication measures;
- (j) access or search MAX Exchange Services and this Site or download Content from MAX Exchange Services and this Site by any means (automated or otherwise) other than through the currently available interfaces that are provided by MAX Exchange (and only pursuant to those terms and conditions) or other generally available third party web browsers;
- (k) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the MAX Exchange Services and this Site to send altered, deceptive or false source-identifying information;
- (l) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by MAX Exchange or any of MAX Exchange's providers or any other third party (including another user) to protect MAX Exchange Services and this Site or Content; or
- (m) interfere with or disrupt (or attempt to do so) the operation of MAX Exchange Services and this Site, the access of any user, host or network by any means or interfere with or create an undue burden on the MAX Exchange Services and this Site.

8.3 除本使用條款另有許可規定外，您不得從事下列行為：

- (a) 複製、模仿、開發或再製MAX Exchange服務、本網站或內容，包括但不限於模型、設計、介面，外觀和排版；
- (b) 創造關於MAX Exchange服務，本網站或內容的任何衍生作品，包括但不限於模型、設計、介面、外觀和排版；
- (c) 對MAX Exchange 服務及本網站的任何部分進行反向工程、解編、拆解或以其他方式試圖獲得原始碼；
- (d) 傳播惡意軟體、程式、病毒，電腦蠕蟲或破壞或毀壞MAX Exchange服務和本網站；

- (e) 分配、轉讓、出售、出租、租賃、再許可或授權您的MAX Exchange帳戶予任何其他第三方；
- (f) 複製、傳送、分配、銷售、許可、反向工程、修改、出版、參與轉讓、出售或製造衍生作品，或以任何其他方式而利用任何一部或全部的內容；
- (g) 刪除或更改MAX Exchange服務和本網站中的任何商標、標誌、版權或其他所有權聲明、圖例、符號或標籤；
- (h) 使用、進入或篡改MAX Exchange服務、本網站、MAX Exchange的電腦系統或MAX Exchange供應商的技術交付系統上的非公共區域；
- (i) 探測、掃描或測試任何MAX Exchange系統或網絡的漏洞，或違反或規避任何安全或認證措施；
- (j) 透過任何自動或其他方式，而不是透過MAX Exchange或其他的第三方網絡瀏覽器所提供的當前可用介面（且僅依據該條款和條件），進入、搜索MAX Exchange服務和本網站，或從MAX Exchange服務和本網站下載內容；
- (k) 在任何電子郵件或貼文中偽造任何TCP / IP數據標頭(TCP/IP packet header)或標頭資訊(header information)的任何部分，或以任何方式使用MAX Exchange服務和本網站發送更改、欺詐或虛假的來源識別資訊；
- (l) 避免、繞過、刪除、停用、損害、解碼或以其他方式規避MAX Exchange或任何MAX Exchange供應商或任何其他第三方（包括其他用戶）所實施保護MAX Exchange服務、本網站或內容的任何技術措施；或
- (m) 以任何方式干擾或(試圖)擾亂MAX Exchange服務、本網站、任何用戶、主機或網絡的運作，或干擾或製造MAX Exchange服務及本網站不當的負擔。

8.4 In connection with your use of the MAX Exchange Services and this Site, and your interactions with other users, and third parties you agree and represent you will not engage in any action or activity as set forth in Article 8.3 and Article 9.1 herein (collectively “**Prohibited Use**”). MAX Exchange reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request.

8.4 關於您使用MAX Exchange服務和本網站、您與其他用戶和第三方的互動及您同意或代表的第三方的行為，不得涉及任何第8.3條和第9.1條所規定的任何行為或活動（以下合稱「**禁止行為**」）。MAX Exchange有權隨時

監控、審查、保留和揭露任何資訊，以滿足或主動配合相關法律、法規、制裁計畫、法律程序或政府要求。

8.5 MAX Exchange reserves the right to cancel and/or suspend your MAX Exchange Account and/or block transactions or freeze funds immediately if MAX Exchange determines, in our sole discretion, that your user account is associated with any Prohibited Use or is on suspicion of violation of these Terms of Use or any Anti-Fraud, Anti-Money Laundering and Counter-Terrorist Policies. Suspension, cancellation, or termination of your MAX Exchange Account shall not affect the payment of fees or other amounts you owe to MAX Exchange. In the event that your MAX Exchange Account is suspended, cancelled, or terminated, we reserve the right to immediately cancel all open Orders associated with your MAX Exchange Account, block all withdrawals and bar the placing of further Orders.

8.5 當您的MAX Exchange帳戶涉及任何疑似違反本使用條款、禁止行為、涉嫌違反反詐欺、反洗錢和反恐怖主義規定等，MAX Exchange有權立即暫停、取消和/或終止您的MAX Exchange帳戶和/或禁止交易或凍結資金。暫停、取消或終止您的MAX Exchange帳戶不影響您積欠MAX Exchange的費用或其他金額。當您的MAX Exchange帳戶被暫停、取消或終止，我們將有權選擇是否立即取消與您的MAX Exchange帳戶相關的所有未結訂單、禁止所有提款並禁止提交任何訂單。

9. MEMBER CONDUCT

9.1 You agree not to use the MAX Exchange Services and this Site to:

- (a) upload, post, transmit, distribute or otherwise make available any Content that is illegal, offensive, threatening, abusive, harassing, pornographic, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- (b) promote discrimination, racism, hatred, harassment or harm against any person or group;
- (c) impersonate any other third party or falsely state or otherwise misrepresent your affiliation with any other third party;
- (d) upload, post, transmit, distribute or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- (e) upload, post, transmit, distribute or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any other third party;
- (f) upload, post, transmit, distribute or otherwise make available any unsolicited or unauthorized advertising, promotional materials, spam, pyramid schemes, or any other form of solicitation;
- (g) upload, post, transmit, disseminate or otherwise make available any material that contains software viruses, malicious software, programs, worm or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (h) disobey, violate or ignore any code of conducts, requirements, procedures, policies or regulations of MAX Exchange Services and this Site to the extent applicable to you;
- (i) intentionally or unintentionally violate or encourage any conduct that would violate any applicable local, state, national or international law;
- (j) promote, encourage or engage in terrorism violence or financial contribution to terrorist;
- (k) stalk or otherwise harass other users of MAX Exchange Services and this Site;
- (l) collect or store personal data about other users of MAX Exchange Services and this Site without their prior express consent or permission; and
- (m) encourage, enable or assist any other third party to do any of the foregoing.

9. 會員行為

9.1 您同意不利用MAX Exchange及本網站從事下列行為：

- (a) 上傳、張貼、傳送、分發或以其他方式提供非法、冒犯、威脅、辱罵騷擾、色情、侵權、毀損名譽、粗俗、淫穢、誹謗、侵犯他人隱私、仇恨性、種族歧視或其他令人反感的內容；
- (b) 提倡對任何人或群體的歧視、種族主義、仇恨、騷擾或傷害；
- (c) 假冒任何其他第三方、偽稱或以其他方式虛偽陳述您與任何其他第三方的關係；

- (d) 上傳、張貼、傳送、分發或以其他方式提供根據相關法律、契約或信託關係下您無權使用的內容（例如內部資訊、專有和機密資訊，或依僱傭關係或非公開協議而得知或揭露的機密資訊）；
- (e) 上傳、張貼、傳送、分發或以其他方式提供侵害其他第三方的任何專利、商標、商業秘密、版權或其他所有權的內容；
- (f) 上傳、張貼、傳送、分發或以其他方式提供任何未經請求或未經授權的廣告、宣傳資料、垃圾郵件、多層次傳銷或任何其他形式之招攬內容；
- (g) 上傳、張貼、傳送、分發或以其他方式提供任何包含電腦病毒、惡意轉體、程式、電腦蠕蟲或其他意圖干擾、銷毀或限制任何電腦軟體、硬體或電信設備的代碼、文件或程式；
- (h) 不遵循、違反或忽視您所適用的任何MAX Exchange服務和本網站的任何行為準則、要求、程序、政策或規範；
- (i) 故意或過失地違反或鼓勵任何違反地方、州、國家或國際法律的行為；
- (j) 提倡、鼓勵或從事恐怖主義暴力或捐助該恐怖主義；
- (k) 追蹤或以其他方式騷擾MAX Exchange服務和本網站的其他用戶；
- (l) 未得事前明確同意或許可的情形下，收集或儲存使用MAX Exchange服務和本網站的其他用戶的個人資料；及
- (m) 鼓勵、促使或協助任何其他第三方從事上述任何行為。

9.2 You acknowledge, consent and agree that MAX Exchange may access, preserve or disclose your MAX Exchange Account information and Content if required to do so by applicable laws or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce or administer these Terms of Use or other agreements between you and MAX Exchange, including investigation into any potential violation of these Terms of Use or association with any Prohibited Use; (c) comply with the request from law enforcement, tax authority or other government body; (d) respond to your requests for customer service; (e) detect, prevent, or otherwise address fraud, security or technical issues; (f) comply with any routine or reasonable request for information from the Bank; or (g) protect the rights, property or personal safety of MAX Exchange, the users of MAX Exchange Services and this Site and the public.

- 9.2 您確認並同意，當根據相關法律或合理相信進入、保存或揭露您的MAX Exchange帳戶資訊和內容可以滿足下列情況時，MAX Exchange可以進入、保存或揭露您的MAX Exchange帳戶資訊和內容：（a）符合法律程序；（b）執行或管理本使用條款或MAX Exchange與MAX Exchange用戶間的協議，包括調查潛在違反本使用條款的行為或禁止行為；（c）遵守或主動配合司法、稅務機關或其他政府機構的要求；（d）回應您基於客戶服務的要求；（e）偵測、預防或以其他方式處理欺詐、安全或技術問題；（f）遵守合作銀行的任何例行或合理的資料要求；或（g）保護MAX Exchange、使用MAX Exchange服務或本網站的用戶、及公眾的權利、財產或人身安全。
- 9.3 For the purpose of these Terms of Use, “**Content**” means all information, data, profile, text, link, software, photographs, graphics, video, messages, tags, information or other materials available on MAX Exchange Services and this Site, including but not limited to those posted, uploaded, shared, submitted or made by you or other users of MAX Exchange Services and this Site.
- 9.3 本使用條款所稱之「**內容**」是指MAX Exchange服務和本網站上提供的所有資訊、數據、資料、文字、連結、軟體、照片、圖形、影片、訊息、標籤、資訊或其他和資料，不論該資訊是您或MAX Exchange服務和本網站的其他用戶所發布、上傳、分享、提交或製作。

10. IDEA, PROPOSAL OR FEEDBACK

- 10.1 For the purpose of these Terms of Use, “**Feedback**” means any ideas, proposals, questions, complaints or feedbacks that you submit to MAX Exchange with regard to MAX Exchange Services and this Site via our email max@maicoi.com. When you contact MAX Exchange please provide us with your account name, your real name, address, and any other information MAX Exchange may need to identify you.

10. 意見、建議及回饋

- 10.1 本使用條款所稱之「**回饋**」是指透過我們的電子郵件信箱：max@maicoi.com，向MAX Exchange所提交有關MAX Exchange服務和本網站的任何想法、建議、問題、投訴或回饋。當您聯繫MAX Exchange時，請向我們提供您的用戶名稱、實際姓名、地址以及其他MAX Exchange可識別您身分的任何信息。
- 10.2 When you submit or make available Feedback to MAX Exchange, you grant MAX Exchange the following worldwide, non-exclusive, perpetual, irrevocable, royalty free rights:

- (a) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, Feedback as part of any MAX Exchange product, technology, service, specification or other documentation;
- (b) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of Feedback (and derivative works thereof) as part of any MAX Exchange Services and this Site; and
- (c) to sublicense to any third party the foregoing rights, including the right to sublicense to further third party.

10.2 當您向MAX Exchange提交或提供回饋時，您將授予MAX Exchange以下全球性、非專屬性、永久、不可撤銷及免權利金的權利：

- (a) 對回饋製作、使用、複製、修改、銷售、分配、再授權及創造衍生作品而作為任何MAX Exchange產品、技術、服務、規格或其他文件的一部分；
- (b) 對回饋的副本（及其衍生作品）公開執行或展示、進口、廣播、傳送、分配、授權、要約出售、出售、出租、出租或出借而作為任何MAX Exchange服務和本網站的一部分；及
- (c) 可對任何第三方再授權上述權利，包括再授權給其他第三方上述權利的權利。

10.3 For any Feedback you submit to MAX Exchange, you represent and warrant that:

- (a) you have the right to disclose such Feedback to MAX Exchange and that such disclosure does not violate the rights of any other person or party;
- (b) such Feedback does not contain confidential or proprietary information of any other third party;
- (c) MAX Exchange is not under any obligation of confidentiality, express or implied, with respect to Feedback;
- (d) MAX Exchange shall be entitled to use or disclose (or choose not to use or disclose) such Feedback for any purpose, in any way, in any media worldwide;

- (e) to the extent permissible by law, such Feedback automatically become the exclusive property of MAX Exchange without any obligation of MAX Exchange to you; and
- (f) you are not entitled to any compensation or reimbursement of any kind from MAX Exchange under any circumstances.

You will indemnify and hold harmless MAX Exchange from and against any claims, losses, expenses and liabilities arising from breach by you of the foregoing representation and warranty.

10.3 關於您向MAX Exchange提交的任何回饋，您聲明並保證：

- (a) 您有權向MAX Exchange揭露此類回饋，且該揭露不會侵犯任何其他人或當事人的權利；
- (b) 該回饋不包含任何其他第三方的機密或秘密資訊；
- (c) 關於該回饋MAX Exchange沒有任何明示或默示的保密義務；
- (d) MAX Exchange有權基於任何目的，在全球任何媒體中以任何方式使用或揭露（或選擇不使用或揭露）該回饋；
- (e) 在法律允許的範圍內，該回饋將自動成為MAX Exchange的專屬財產，而MAX Exchange不會對您負擔任何義務；及
- (f) 在任何情況下，您都無權要求MAX Exchange提供任何類型的賠償或補償。

當您違反上述聲明和擔保，您將保障並確保MAX Exchange免於任何因此導致的任何求償、損失、費用及責任。

10.4 If you experience or encounter any bugs, glitches, hitches or other problems on MAX Exchange Services and this Site, please inform MAX Exchange immediately so that it can correct or improve accordingly. You can submit your requests and issues to max@maicoin.com.

10.4 當您發現或遇到MAX Exchange服務和本網站上的任何錯誤、障礙、故障或其他問題，請立即通知MAX Exchange，以便進行更正或改進。您可以將您的請求和問題提交至：max@maicoin.com。

11. TAXES

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the MAX Exchange Services or this Site, and to withhold, collect, report, pay, declare and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your MAX Exchange Account. MAX Exchange and the Bank will surrender your personal information and/or your transaction history in response to tax authorities if such information is requested by tax authorities.

11. 稅

關於您在MAX Exchange服務或本網站進行的任何交易的稅費，您必須自行決定該稅費是否適用及其適用的範圍，並且您必須自行決定預扣、扣繳、收集、報告、支付、申報和匯出正確數額的稅款予稅務機關。您可透過您的MAX Exchange帳戶取得交易記錄。MAX Exchange與合作銀行會依稅務機關之要求提供您的個人資訊和/或您的交易紀錄給稅務機關。

12. LINKS

- 12.1 MAX Exchange Services and this Site contain links to other websites and online resources that MAX Exchange does not own, control, authorize, endorse, sponsor, or make any representation or warranty and you agree to take precautionary measures and you understand that by using MAX Exchange Services and this Site and accessing third-party links, you may be exposed to content that is offensive, harmful, inaccurate, misleading or otherwise inappropriate or that may otherwise violate applicable law or virus and malicious software or program. You acknowledge and agree that MAX Exchange is not responsible or liable for: (a) the availability or accuracy of such websites or resources; or (b) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement, ownership, control, authorization, sponsorship or representation or warranty by MAX Exchange of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. By using MAX Exchange Services and this Site, you expressly release MAX Exchange from any and all liability arising from your use of any third-party website or online resources. Accordingly, MAX Exchange encourages you to be aware when you leave MAX Exchange Services and this Site and to review the terms and conditions, privacy policies, and other governing documents of each website that you may visit.

12. 連結

- 12.1 MAX Exchange服務和本網站包含可連結至其他網站和線上資源的連結，MAX Exchange不擁有、控制、授權、認可或贊助該連結，也不對該連結為任何的聲明與保證。您同意自行採取防範措施，並瞭解當您使用MAX Exchange服務和本網站而連結至第三方連結時，您可能會接觸到具有冒犯性、有害的、不正確的、誤導性或不當的或可能違反相關法律的網站內容或病毒、惡意程式等。您確認並同意，MAX Exchange對以下事項不承擔任何責任：（a）這些網站或資源的可用性或正確性；或（b）這些網站或資源上顯示或可取得的內容、產品或服務。連結到這些網站或資源，並不代表著MAX Exchange對這些網站或資源，或者其上可取得的內容、產品或服務，有任何認可、所有權、控制權、授權、贊助或聲明與保證。對於您使用該網站或資源的行為，您應負擔全部責任並承擔所有風險。透過使用MAX Exchange服務和本網站，您明確地表示MAX Exchange免於負擔您使用任何第三方網站或線上資源所生的一切法律責任，因此，MAX Exchange鼓勵您在離開MAX Exchange服務和本網站時，瞭解並查看您可能進入的每個網站的使用條款、隱私權政策和其他管理文件。
- 12.2 You may deposit and withdraw through External Digital Currency Wallets. You acknowledge sole responsibility for and assume all risk arising from your use of any such External Digital Currency Wallets and you expressly release MAX Exchange and MaiCoin and its Affiliates from any and all liability arising from your use of any External Digital Currency Wallets.
- 12.2 您可以透過外部數位資產錢包存款和提款。對您使用任何此類外部數位資產錢包所生的一切風險，您確認承擔全部責任，且您明確地表示MAX Exchange和MaiCoin及其關係企業免於負擔您使用任何外部數位資產錢包所生的任何責任。

13. DISCLAIMER OF WARRANTY

- 13.1 MAX EXCHANGE SERVICES, THIS SITE, AND THE CONTENT PROVIDED HEREUNDER MAY CONTAIN CERTAIN ISSUES THAT HAVE NOT BEEN IDENTIFIED. MAX EXCHANGE SERVICES, THIS SITE, AND THE CONTENT ARE PROVIDED ON AN “AS IS” BASIS. YOU ARE ADVISED TO USE MAX EXCHANGE SERVICES, THIS SITE, AND THE CONTENT WITH CAUTION, TO MAKE THE NECESSARY VERIFICATIONS AND USE YOUR OWN JUDGEMENT, AND NOT TO RELY IN ANY WAY ON PERFORMANCE OF MAX EXCHANGE SERVICES, THIS SITE, AND THE CONTENT AND ACCOMPANYING INSTRUCTIONS OR MATERIALS. MAX EXCHANGE MAKES NO WARRANTY THAT MAX EXCHANGE WILL CONTINUE TO OFFER OR MAKE AVAILABLE MAX EXCHANGE SERVICES, THIS SITE, AND THE CONTENT, INCLUDING WITHOUT LIMITATION ANY PARTICULAR FUNCTION FOR ANY PARTICULAR LENGTH OF TIME AND MAX

EXCHANGE RESERVES THE RIGHT TO CHANGE AND UPDATE MAX EXCHANGE SERVICES, THIS SITE, AND THE CONTENT WITHOUT NOTICE TO YOU. MAX EXCHANGE MAKES NO WARRANTIES OF ANY KIND IN CONNECTION WITH MAX EXCHANGE SERVICES, THIS SITE, AND THE CONTENT, OR MODIFICATIONS OR IMPROVEMENTS THERETO. MAX EXCHANGE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES.

- 13.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM MAX EXCHANGE OR THROUGH MAX EXCHANGE SERVICES OR THIS SITE OR THE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR TRADING OR HOLDING DIGITAL CURRENCIES.
- 13.3 THE FOREGOING DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OF USE OR YOUR USE OF MAX EXCHANGE SERVICES AND THIS SITE.
- 13.4 The Bank is a trustee designated by MAX Exchange to process the transfer of Fiat Currency between the trading counterparties' Online Balance and to keep Fiat Currency that are in the Online Balance in its custody. The Bank does not endorse or warrant MAX Exchange or MAX Exchange Service, and the Bank is not responsible for the custody and the verification of Digital Currency.

13. 免責聲明

- 13.1 MAX Exchange服務、本網站以及此處提供的內容可能包含某些尚未被辨識的問題。MAX Exchange服務、本網站及內容是以其「現有」狀態而提供。建議您謹慎地使用MAX Exchange服務、本網站以及內容，並為必要之查證和判斷，且您不可以完全倚賴MAX Exchange服務、本網站以及內容及其附隨的指示或資料。MAX Exchange不保證將永久提供MAX Exchange服務、本網站和內容（包括但不限於MAX Exchange服務及本網站的全部或任何特定期間的特定功能）。對於任何MAX Exchange服務、本網站及內容的事項、修改或改善，MAX Exchange不做出任何保證。MAX Exchange在此特別聲明不提供任何默示的保證。
- 13.2 無論是自MAX Exchange、MAX Exchange服務、本網站或內容所獲取的任何口頭或書面的建議或資訊，都無法創造未在這裡明示的任何保證。您應對您所有交易或持有數位資產一事自行負擔全部責任。

- 13.3 上述免責聲明應在法律允許的最大範圍下適用，並且在本使用條款終止或失效後，或在用戶終止使用MAX Exchange服務和本網站或該使用失效後，仍繼續適用。
- 13.4 合作銀行僅係受MAX Exchange委託，處理交易方的交易預備餘額間的資金移轉以及保管交易預備餘額中的法定貨幣。合作銀行並未替MAX Exchange、MAX Exchange服務背書或保證，且合作銀行不負責保管數位資產與辨識數位資產之真偽。

14. LIMITATION OF LIABILITY

- 14.1 YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF MAX EXCHANGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, MAX EXCHANGE, MAICOIN, THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ATTORNEYS, OR ANY OTHER COMPANY OR INDIVIDUAL INVOLVED IN CREATING, PRODUCING, OR DELIVERING MAX EXCHANGE SERVICES, MAICOIN, THIS SITE, OR CONTENT (“**MAX EXCHANGE AND AFFILIATED PARTIES**”) SHALL ONLY BE LIABLE FOR (A) THE DIRECT DAMAGES CAUSED ARISING OUT OF THIRD PARTY TAMPERING WITH YOUR MAX EXCHANGE ACCOUNT BY UNAUTHORIZED ACCESS OF OUR IT SYSTEMS DUE TO SYSTEM DEFICIENCIES OF MAX EXCHANGE, OR (B) OTHER THAN THE AFOREMENTIONED CIRCUMSTANCES, THE DIRECT DAMAGES CAUSED BY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF MAX EXCHANGE WHILE PROVIDING MAX EXCHANGE SERVICES OR THIS SITE.
- 14.2 YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, “**DIRECT DAMAGES**” MENTIONED IN THESE TERMS OF USE REFER TO THE LOST PROPERTY ITSELF, AND SHALL NOT INCLUDE ANY LOST PROFITS OR ANY LOST BUSINESS OPPORTUNITY, ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.
- 14.3 YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW AND TO THE EXTENT MAX EXCHANGE AND AFFILIATED PARTIES IS HELD LIABLE UNDER SECTION 14.1, THE COLLECTIVE LIABILITY OF MAX EXCHANGE

AND AFFILIATED PARTIES SHALL NOT EXCEED THE US DOLLAR VALUE OF THE DIGITAL CURRENCY ON DEPOSIT IN YOUR MAX EXCHANGE ACCOUNT AT THE TIME OF THE OCURENCE OF SUCH ORDINARY NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AS THE CASE MAY BE.

14.4 Without limiting to the generality of Section 14.1, MAX Exchange and Affiliated Parties shall not be liable for any damage or loss in relation to or arising from any suspension, delay, or failure of transfer funds between the trading counterparties' Online Balance if such suspension, delay, or failure is the consequence of one of the following events:

- (a) your violation of these Terms of Use or the policies or agreements which are incorporated herein, including without limitation to Privacy Policy;
- (b) you fail to complete the verification set forth in Section 4.1, Section 4.2, and Section 7.1; and
- (c) The Bank fails to provide any or all of trust services to MAX Exchange due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, DOS (denial-of-services) attacks, other catastrophe or any other occurrence which is beyond the Bank's reasonable control.

14.5 YOU ACKNOWLEDGE AND AGREE THAT, IN NO EVENT SHALL MAX EXCHANGE AND AFFILIATED PARTIES BE LIABLE FOR ANY DAMAGE OR LOSS THAT IS NOT REASONABLY FORESEEABLE.

14. 責任限制

14.1 您確認並同意，在法律允許的最大範圍內，MAX Exchange及其關係企業、MaiCoin及其關係企業（包括各公司的主管、董事、員工、代理人、代表人和律師或任何其他有參與創造、生產或交付MAX Exchange服務、MaiCoin以及本網站或內容一事的公司或個人）（下稱「**MAX Exchange與關係人**」）僅就(a)第三方利用MAX Exchange電腦系統缺失而入侵MAX Exchange電腦系統，進而操作、竄改您的MAX Exchange帳戶情況下所致之直接損害；(b)除上開情形外，其他MAX Exchange提供MAX Exchange服務和本網站有故意或重大過失所致之直接損害，對您負賠償責任。

14.2 您確認並同意，在法律允許的最大範圍內，本使用條款所稱之直接損害，係指所受損之財產權本身，不包含任何利益損失、任何商業機會喪失、或任何特定、間接的、懲罰的損害或損失。

14.3 您確認並同意，在法律允許的最大範圍內，在本條第一項所載之MAX Exchange與關係人應負責任情形，MAX Exchange與關係人之整體賠償責

任應以在故意或重大過失或過失（視情況而定）發生當時存在您MAX Exchange帳戶中之數位資產的美金價值之金額為責任上限，對於超過部分不負有任何責任。

14.4 在不限制上述規定的一般性質的情形下，MAX Exchange與關係人對於因下列情形之一造成交易方在交易預備餘額間資金移轉的暫緩、延遲或失敗，不負有任何責任：

- (a) 您違反本使用條款或本使用條款所納入的政策或協議，包括但不限於隱私政策；
- (b) 您未能完成第4.1條與第4.2條或第7.1條所載之驗證程序；或
- (c) 合作銀行未能向MAX Exchange提供一部或全部之信託服務，因天災、民政或軍事當局的行為、恐怖主義行為、內亂、戰爭、罷工或其他勞資糾紛、火災、電信、網路服務或網路供應商服務中斷、設備和/或軟體故障、DOS 攻擊、其他災難或超出合作銀行可合理控制的任何其他事件。

14.5 無論在任何情況下，您確認並同意，MAX Exchange與關係人對無法合理預見之任何損害或損失均不負責。

15. RELEASE OF MAX EXCHANGE; INDEMNIFICATION

You agree to defend, indemnify, and hold MAX Exchange, MaiCoin, their respective subsidiaries and Affiliates, and each of their respective officers, directors, employees, agents, representatives and attorneys harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your violation of laws and regulations, these Terms of Use or the policies or agreements which are incorporated herein, including without limitation to Privacy Policy; (b) your dispute with any other user of MaiCoin or MAX Exchange or this Site; and/or (c) your violation of any third-party right, including without limitation any intellectual property, confidential information or other proprietary right. The indemnification obligations under this section shall survive the termination or expiration of these Terms of Use or your use of the MAX Exchange Services and this Site.

15. 賠償責任

就下列情形所生或與之相關的損害賠償責任、補償、損失、訴訟費用等，包括但不限於合理的調查和會計費用，您同意賠償MAX Exchange與關係人：

- (a) 您違反法令、本使用條款或本使用條款所納入的政策或協議，包括但不限於隱私權政策；
- (b) 您與MaiCoin或MAX Exchange或本網站的任何其他用戶間的爭議；

- (c) 您違反任何第三方權利，包含但不限於任何智慧財產權、機密資訊或其他所有權。

本條款的義務在本使用條款終止或期滿後，或在用戶終止使用MAX Exchange服務和本網站後，仍繼續適用。

16. THE REGULATIONS ON REASONABLE MATTERS AS EXCEPTIONS TO RESCIND THE DISTANCE SALES

MAX Exchange Services and this Site are the reasonable matters that the supply of digital content which is not supplied on a tangible medium, or online services which would be fully performed once begun, with the consumer's prior consent. Therefore, in accordance with the Paragraph 2, Article 19 of the Consumer Protection Act, the right to rescind under the Paragraph 1, Article 19 of the Consumer Protection Act shall not apply to MAX Exchange Services and this Site.

16. 通訊交易解除權合理例外情事適用準則

MAX Exchange所提供之MAX Exchange服務或本網站屬經消費者事先同意始提供之非以有形媒介提供之數位內容或一經提供即為完成之線上服務，因此依消費者保護法第19條第2項規定，排除消費者保護法第19條第1項解除權之適用。

17. GENERAL PROVISIONS

17. 一般規定

- 17.1 Modifications. MAX Exchange reserves the right, at its sole discretion, to modify, discontinue or terminate MAX Exchange Services and this Site or to modify these Terms of Use, at any time and without prior notice. If MAX Exchange modify these Terms of Use, MAX Exchange will post the latest revised version at <https://max.maicoi.com/tou> or in other ways that MAX Exchange deems appropriate. By continuing to access or use MAX Exchange Services and this Site after MAX Exchange has posted a modification on the website of MAX Exchange or have provided you with electronic notice of a modification, you are indicating that your agreement and express consent to be bound by the modified Terms of Use. You may also be asked to re-acknowledge and re-accept the Terms of Use following any material changes. If the modified Terms of Use are not acceptable to you, you must cease using MAX Exchange Services and this Site immediately.
- 17.1 修改 MAX Exchange有權隨時修改、停止或終止MAX Exchange服務和本網站或修改本使用條款。當MAX Exchange修改本使用條款後，最新修訂版本將會發布在：<https://max.maicoi.com/tou>，或以其他MAX Exchange認為

合適的方式通知或發布。當MAX Exchange在MAX Exchange的網站上發布修改或向您提供了修改的電子通知後，您勾選同意遵守使用條款的選項以進入或使用MAX Exchange服務和本網站的行為，視為您已同意且明示確認受修改後的使用條款拘束。當使用條款有任何重大變更，MAX Exchange還可能會要求您重新確認並重新接受。如您無法接受修改後的使用條款，您必須立即停止使用MAX Exchange服務和本網站。

- 17.2 No Advice or Brokerage. MAX Exchange does not provide any investment, financial, tax, or legal advice, or advice on trading techniques, models or any other schemes, nor does MAX Exchange broker trades on your behalf. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance.
- 17.2 不提供建議與仲介 Max Exchange不提供任何投資、財務、稅務、法律諮詢或交易技巧、模型或任何其他計劃的建議，且MAX Exchange也不代表您仲介您的交易。對於您根據個人投資目標、財務狀況和風險承受能力而決定您是否適合任何投資，投資策略或相關交易一事，您應自行負擔全部責任。
- 17.3 Entire Agreement. This Terms of Use constitutes the entire understanding between you and MAX Exchange and governs your use of MAX Exchange Services and this Site and any prior or contemporaneous representations, either oral or written are hereby superseded.
- 17.3 完整合約 本使用條款構成您與MAX Exchange之間的完整合意內容，且適用於您使用MAX Exchange服務和本網站，並取代先前或其他同時存在的任何口頭或書面的陳述。
- 17.4 Assignment. Except as otherwise stated herein, you may not assign or transfer all or any part of your rights under these Terms of Use, by operation of law or otherwise, without MAX Exchange's prior written consent. Any attempt by you to assign or transfer these Terms of Use, without such consent, will be null and of no effect. MAX Exchange may assign or transfer these Terms of Use, at its sole discretion, without restriction. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 17.4 讓渡 除本使用條款另有規定外，在未得MAX Exchange事先書面同意下，您不可依據法律或以其他方式讓渡或轉讓您在本使用條款下的所有或部分權利。任何未經MAX Exchange事先書面同意而為之讓渡或轉讓皆屬無效。MAX Exchange可以自行裁量且無任何限制地讓渡或轉讓本使用條款。根據上述規定，本使用條款將有效約束該當事人、其繼承人和受讓人。

- 17.5 No Waiver. No failure or delay of MAX Exchange to require performance by you of any provision of these Terms of Use shall in any way adversely affect MAX Exchange's right to require full performance of such provision after that. No waiver by MAX Exchange of a breach of any provision of these Terms of Use shall be considered to be a waiver by MAX Exchange of any succeeding breach of such provision.
- 17.5 不放棄權利 MAX Exchange未行使或遲延行使本使用條款的所有條款所要求的行為，不會以任何方式影響MAX Exchange在此之後要求全面履行該規定的權利。當您違反本使用條款的所有條款而MAX Exchange放棄請求權利時，不代表MAX Exchange亦放棄對您後續違反任何規定的請求權。
- 17.6 Severability. If any provision or any portion of these Terms of Use shall be held to be void or unenforceable, the remaining provisions of these Terms of Use and the remaining portion of any provision held void or unenforceable in part shall continue in full force and effect.
- 17.6 可分離性 若本使用條款的所有條款或任何部分被認為無效或不可執行，本使用條款的所有條款及條款中被認為無效或不可執行部分以外的其餘部分，仍將繼續完全有效。
- 17.7 Change of Control. In the event that MAX Exchange 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.
- 17.7 控制權變更 當MAX Exchange被其他第三方併購或合併時，我們有權在任何情況下，讓渡或轉讓我們自您收集的資訊，作為此類合併、收購、出售或其他控制權變更的一部份。
- 17.8 Survival. All provisions of these Terms of Use which by their nature extend beyond the expiration or termination of these Terms of Use, including, without limitation, sections pertaining to suspension or termination, MAX Exchange Account cancellation, debts owed to MAX Exchange, general use of the MAX Exchange Services and this Site, and general provisions, shall survive the termination or expiration of these Terms of Use.
- 17.8 存續 本使用條款中，就其性質應延伸到本使用條款到期或終止後的所有條款，包括但不限於關於與暫停終止有關的條款、取消MAX Exchange帳戶的條款、積欠MAX Exchange債務的條款、一般使用MAX Exchange服務和本網站的條款以及一般條款，本使用條款終止或到期後仍繼續有效。

- 17.9 Choice of Law and Forum. These Terms of Use is governed by and will be construed according to the laws of Republic of China (including but not limited the validity, interpretation, construction, performance and enforcement of these Terms of Use, or any disputes or controversies arising from or related to these Terms of Use). Any dispute, controversy, difference or claim arising out of, relating to or in connection with these Terms of Use, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of the Taipei District Court.
- 17.9 準據法與管轄 本使用條款適用中華民國法律，並將以中華民國法律進行解釋（包括但不限於本使用條款的有效性、解釋、結構、履行和執行，或由本使用條款所生或與之相關的任何紛爭或爭議）。任何本使用條款所生或與之相關的紛爭、爭議、不一致、求償，或關於本使用條款的違反、終止或無效等問題，應以臺灣臺北地方法院為第一審之專屬管轄法院。
- 17.10 Force Majeure. MAX Exchange shall not be liable for delays, failure in performance or interruption of MAX Exchange Services, this Site, or Content which 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, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, DOS (denial-of-services) attacks, rapid fluctuation of price of any given supported Digital Currency, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions. Without limiting the generality of the foregoing, MAX Exchange shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.
- 17.10 不可抗力 MAX Exchange不對因超出我們合理控制而直接或間接導致MAX Exchange Services、本網站或內容的延遲、執行失敗或中斷的原因或情形負責，包括但不限於天災、民政或軍事當局的行為、恐怖主義行為、內亂、戰爭、罷工或其他勞資糾紛、火災、電信、網路服務或網路供應商服務中斷、設備和/或軟體故障、DOS 攻擊、任何支援數位資產價格的快速波動、其他災難或超出我們可合理控制的任何其他事件，且該遲延或執行失敗不會影響任何其餘條款的有效性和可執行性。除上述情形之外，對於因任何電腦病毒、間諜軟體或程式、特洛伊木馬、電腦蠕蟲或其他可能影響您的電腦或其他設備的惡意軟體、釣魚式攻擊、電子干擾或其他攻擊所造成任何損害或中斷，MAX Exchange不負擔任何責任。
- 17.11 Language. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any

translation provided may not accurately represent the information in the original English. In case of any discrepancy, the English version shall prevail.

- 17.11 語言 本使用條款所提及的條款、條件和陳述的含義，應以英文版本為準並受英文中的定義和解釋約束。所提供的任何翻譯可能無法正確地表示英文版本中的資訊，如有任何不一致，應以英文版本為準。

18. OTHER TERMS

Some of the products or services we offer are also governed by supplement terms. Subject to the products or services you use or enable, the following terms and conditions may also apply to you and accordingly become part of these Terms of Use:

- [《Loan Agreement》](#)
- [《MAX Yield Service Agreement》](#)
- Other terms, conditions, agreements, or policies we announce on the Site and are related with the products or services we offer through the Site and are consented by you explicitly or implicitly.

18. 其他條款

我們提供的部分產品或服務也受到補充條款的拘束，因此根據您啟用的產品或服務，您可能適用下列條款及條件，這些條款及條件亦構成本使用條款的一部分：

- [《MAX虛擬通貨借貸契約》](#)
- [《MAX收益服務合約》](#)
- 其他我們於本網站發布，關於本網站提供的產品或服務的條款、條件、契約或政策，且經您明示或默示同意。

19. CONTACTING MAX EXCHANGE

If you have any questions about these Terms of Use, please contact MAX Exchange through max@maicoin.com.

19. 聯絡MAX Exchange

如您對本使用條款有任何問題，請透過：max@maicoin.com與我們聯絡。