

Qubic Terms of Use

Qubic 使用條款

AMIS Technologies Co., Ltd. (“**AMIS**” or “**We**”) provides wallet and transfer service of digital assets for its users (“**Services**”) through <https://www.qubic.app> (the “**Site**”). The following terms and conditions (“**Terms of Use**”) is an agreement between AMIS and all users of the Service and the Site (“**you**” or “**user**”) and apply to your access and use of the Site and the Service.

Please read the Terms of Use carefully before accessing the Site or using the Service. By accessing or using the Services or the Site, you acknowledge and agree that you have reviewed for a reasonable period and fully understand the terms and conditions of these Terms of Use, and 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, please do not activate, access, or otherwise use the Service or the Site.

AMIS reserves the right to update these Terms of Use at any time. These Terms of Use may be amended, changed, or updated by AMIS at any time. If you do not agree to and subsequent amendments, changes, or updates, please contact AMIS so that your termination of use of this Site can be properly processed.

帳聯網路科技股份有限公司（下稱「**本公司**」或「**我們**」）透過 <https://www.qubic.app>（下稱「**本網站**」）為其使用者提供特定數位資產之錢包及移轉服務（下稱「**本服務**」）。以下條款和條件（下稱「**本使用條款**」）構成使用本公司與本服務和本網站的所有用戶（包含所有自然人使用者及法人使用者）（下稱「**使用者**」或「**您**」）之間的契約，並適用於您進入和使用本網站和本服務的情形。

進入或使用本網站和本服務前，請先仔細審閱本使用條款。當您進入本網站或使用本服務，您即確認並同意您已花費合理時間審閱本使用條款的所有條款及條件，並且同意接受本使用條款的所有條款及條件的拘束。如果您不同意本使用條款的任一條款或條件，請您切勿啟用或使用本網站或本服務，或以其他方式進入或使用本網站。

本公司可能會在任何時候修改本使用條款。在本使用條款經過修改之後，如您不同意本使用條款修改後之內容，請聯繫本公司服務人員，以便進行終止本服務之後續處理。

1 Eligibility

1 使用資格

<p>1.1 You must have attained the age of majority and must be of full legal capacity under the law applicable to you to access and use the Services and the Site.</p> <p>1.2 According to your citizenship and regulations of the countries or areas that you are at, you may not be able to use part or all of the functions of the Services or the Site. In addition, AMIS 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.</p>	<p>1.1 您必須根據您所適用的法律達到法定成年年齡且具備完全行為能力，才能使用本服務或進入本網站。</p> <p>1.2 根據您的公民身分以及您所在的國家或地區之法律規範，您可能無法使用本服務。本公司得保留對您提供本服務或本網站的部分或所有功能。此外，本網站為遵循防制洗錢與打擊資助恐怖主義等相關規範與建議，得拒絕與上述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。</p>
<p>2 Wallet Services The Wallet Services provide users with a digital wallet (“Qubic Wallet”) to receive or manage specific digital assets, and provide software tools to the users for sending digital assets.</p> <p>2.1 Non-custodial Wallet The Services will neither custody your private key(s) nor store or record your private key(s).</p> <p>2.2 Management of Wallet Password As you start using the Services, you will be required to set up a password (“Wallet Password”). The Wallet Password is only known by you. You will be required to enter your Wallet Password every time when you use Qubic Wallet to send digital assets in order to sign the sending transactions through the software tools we</p>	<p>2 數位資產錢包服務 數位資產錢包服務提供使用者創建數位資產錢包（下稱「Qubic 錢包」）以接收、管理數位資產，並提供使用者用以發送數位資產的軟體工具。</p> <p>2.1 非託管錢包 本服務不為使用者保管私鑰，也不會儲存或紀錄您的私鑰。</p> <p>2.2 錢包密碼管理 當您啟用本服務時，您需要自行設定一組密碼（下稱「錢包密碼」），這組錢包密碼僅有您知道，且每次當您需要使用 Qubic 錢包發送數位資產時，您必須輸入您的錢包密碼，以透過本服務提供的軟體工具為您的發送交易簽章。 您理解並同意，為保障您的資產安全，本服務、本公司</p>

provide.

You acknowledge and agree that, for the safety of your digital assets, AMIS, the Services, or any third party would NOT in any way record or keep your Wallet Password, and the Services are technically incapable to sign the sending transactions for you WITHOUT your Wallet Password. Therefore, you will not be able to send your digital assets through the Service if you lose your Wallet Password.

The Services may provide you an option to encrypt and backup your Wallet Password. Through such option, you may store a backup file of encrypted Wallet Password in the storage provided by the third party you choose. Once you lose the Wallet Password, you may use the backup file to decrypt and reset your Wallet Password. However, you agree that you shall keep your backup file safely, and you are solely responsible for the consequence of the loss or leakage of such backup file.

2.3 Protocols

You acknowledge that the Services or AMIS do not govern the protocols, and the functions, rules, names, or operation of the protocols of your digital assets may be changed or updated subject to the operation of the protocols. Such changes or updates may result in the fork of your digital assets and may further create a new type of digital asset. You agree that the Services may, at its sole discretion, decide whether to terminate the support of such digital assets, and whether to support such new

或任何與本公司合作之第三方服務商皆不會主動為您紀錄或保存您的錢包密碼，本服務、本公司或任何第三方亦無法通過您的發送紀錄獲取您的錢包密碼，且本服務的軟體工具在技術上必須透過您的錢包密碼，才能為您的數位資產發送交易內容簽章，因此倘若您的錢包密碼遺失，您將無法透過本服務發送您的數位資產。

本服務可能向您提供協助您加密及備份您錢包密碼的措施，以使您得以透過您指定的第三方服務商備份您的錢包密碼，並透過本服務將您所備份的錢包密碼解密並重新設定一組錢包密碼，但您同意您應妥善保管此備份檔案，並自行承擔此備份檔案遺失或洩漏之風險及後果。

2.3 數位資產網路協議

您理解本公司或本服務並不管理或控制您的數位資產的網路協議，您的數位資產的功能、規則、名稱或相關運作會根據該數位資產的網路協議而修改或更新，亦可能因此創造出或分岔為不同的數位資產。您同意本服務得依據本公司之裁量決定是否暫停該數位資產服務，及是否支援分岔出的數位資產。如本公司決定不支援該修改或更新後或分岔出的數位資產，或未於分岔發生前發布相關公告或通知，且您打算收到分岔出的數位資產，請您務必在分岔發生前將您的數位資產發送到支援分岔的服務提供者。

<p>types of digital assets. If you intend to receive such new types of digital assets and AMIS decided not to support such new types of digital assets (or do not announce relevant information before such fork), please move your digital assets to other service providers that support such fork before such fork take place.</p>	
<p>3 Account</p> <p>3.1 Registration</p> <p>Before using the Services, you are required to register a user account through the Site (“Qubic Account”), and the User Account will allow you to be a registered user for accessing the Service and this Site after you complete all the activation procedures. According to the policy and the regulations, you will be required to provide certain personal information. Your access to the Services and the limits may be based on the identifying information and proof of identity you provide to us and is subject to AMIS’s sole discretion.</p> <p>By activating your User Account or accessing the Service and the Site, you are deemed to agree to provide accurate, current and complete information about you and promptly update such information thereafter to keep it accurate, current and complete; and irrevocably grant AMIS the right to process your personal information and other information, including but not limited to your records in trades.</p>	<p>3 帳戶</p> <p>3.1 註冊</p> <p>啟用本服務前，您需要先透過本網站註冊使用者帳戶（下稱「Qubic 帳戶」）在完成所有啟用程序後，您將被允許成為本服務和本網站的註冊使用者。根據不同的政策及法令要求，本網站可能向您要求提供某些個人資訊，且您對本服務的使用權限可能會依據您提供的個人資訊或您對供給本公司的身分證明資訊決定，並得依據本公司之裁量調整。</p> <p>透過啟用本服務，您同意提供有關您的正確、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，且不可撤回地授與關於您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紀錄。</p> <p>3.2 資訊保護措施</p> <p>本公司使用包括技術上、物理上及程序上合理的資安措施，為您帳戶的個人資訊及其他資訊提供適當的保護，以防止意外地遺失或被未經授權地存取、修改或洩漏。本公司也制定合理的內部控制措施，以防止內部人員在非必要的情形下存取您的帳戶資訊。您可以查看我們的隱私權政策（https://www.qubic.app/privacy），以進一</p>

3.2 Information Protection Measures

We use reasonable technical, physical and procedural information security measures to provide appropriate protection for your personal information and other information, preventing such information from accidental loss, and unauthorized access, modification, or disclosure. We also implement reasonable internal control system to control the necessity of the access of such information by our staff. Please review our privacy policy (<https://www.qubic.app/privacy>) to learn more about how we collect, process, and use your information.

3.3 Security

You should be responsible for your User Account and Wallet Password, including but not limited to maintaining adequate security and control of the Wallet Password. When choosing your Wallet Password, please do not create it using easily identifiable or predictable information. You must not share your Wallet Password with any other third party, knowingly or accidentally share, provide or make your Wallet Password available to any other third party, or otherwise enable any other third party to access or decipher your Wallet Password. In addition, you shall take necessary and reasonable measures to and due care in keeping your Wallet Password confidential and preventing your User Account and Wallet Password from being used by any other third party. Any leakage of the Wallet Password may result in unauthorized access to your User Account or Wallet by

步了解我們如何蒐集、處理及利用您的資訊。

3.3 安全

您應對您帳戶及錢包密碼的安全性負責，包括但不限於維持足夠的安全性及控制性。當您設定錢包密碼時，切勿使用可輕易辨識或猜測之資料。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錢包密碼。且您應對您的錢包密碼採取必要且足夠的保密措施，並應積極防止您的帳戶及錢包密碼被任何第三方使用。錢包密碼的洩漏可能會導致第三方未經授權進入您的帳戶或數位資產錢包，並造成您的數位資產遺失或遭竊。您同意對您的帳戶任何活動或行為承擔全部責任。倘您認為您的帳戶或任何密碼或密鑰可能已為他人所知或遭竊，或可能已有交易擅自進行，您有責任立即通知本公司。

3.4 拒絕啟用及限制、停止使用

您理解並同意本公司得拒絕您註冊或啟用本服務，或基於下列原因及本公司之裁量，限制或停止您使用本服務或本網站：

- (a) 內部政策或風險控制考量；
- (b) 維護或限制單一使用者可建立之帳戶數量；
- (c) 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；或
- (d) 您帳戶下的活動或行為，有疑似或被本公司認定已違反法令或本使用條款，包括但不限於反洗錢和反恐怖主義等相關規定，或符合其他不正當之行為或使用模式。

third parties and the loss or theft of any digital currency. Since you are the owner of your User Account, and you are responsible for taking necessary and responsible measures to keep your User Account, you agree to take sole responsibility for any activities or actions under your User Account. If you believe your User Account and Wallet Password may have been disclosed to a third party, lost or stolen or unauthorized transactions may have been conducted, you are responsible for notifying us immediately.

3.4 Refuse to Use, Restriction, and Suspension

AMIS reserves the right, at its sole discretion, to refuse your registration or activation with the Services and the Site. We may also restrict or suspend your access or use of the Services or the Site, at our sole discretion, based on following reasons or purposes:

- (a) to comply to our risk control policy;
- (b) to limit the number of User Account that a single user may establish or maintain;
- (c) any information provided during the registration process or later is inaccurate, not current or incomplete; or
- (d) activities or actions under your User Account is alleged to be infringing our anti-fraud, anti-money laundering and counter terrorism policies or applicable law or these Terms of Use, or in accordance with the behavior pattern of any inappropriate conduct or behavior deemed by AMIS.

3.5 通知

您同意本服務得使用您提供的電子郵件對您進行任何關於本使用條款及 Qubic 帳戶的通知，包括本使用條款之修改、帳戶警示資訊或關於本服務重要事項之通知。您應確保您可及時透過您提供的電子郵件收到前述的通知並同意承擔無法及時獲取本服務正確寄出之電子郵件之相關後果。

<p>3.5 Notification</p> <p>You hereby agree that any notifications of these Terms of Use or your Qubic Account, including but not limited to any amendments or updates of these Terms of Use, warning messages or any other important messages in respect to the Services, sent to you through the email you provided to us shall be deemed to be valid. You agree to take sole responsibility for the availability of the email you provided and bear the consequence of not receiving the notifications sent correctly.</p>	
<p>4 Sending Digital Assets</p> <p>4.1 Fees</p> <p>When you conduct a sending transaction, you may be required to pay fees to the services providers of the protocol in specific digital assets. According to the Service you apply to, the Services may provide you an option to pay the fees to the protocols in fiat currency. If you choose to pay in fiat currency, the payable fees will include the blockchain fees and the payment handling fees, and will be collected by Semper Virens Limited. All the fees will be shown to you on the confirmation steps of the transaction.</p> <p>4.2 Irreversibility</p> <p>You acknowledge that due to the nature of blockchain protocols, once you submit an instruction of the</p>	<p>4 數位資產發送</p> <p>4.1 費用</p> <p>當您執行數位資產發送交易時，您可能需要以特定數位資產，向數位資產網路協議服務提供者支付相關費用。根據您所適用的服務內容，本服務可能提供您以法定貨幣支付前開費用的選項。如您選擇以法定貨幣支付，您所應支付的法定貨幣金額將包括區塊鏈手續費及金流處理費，並由恆翠有限公司向您收取。相關費用的具體金額將於您使用該服務時，顯示於您的交易確認頁面。</p> <p>4.2 不可逆</p> <p>您理解由於區塊鏈網路的特性，一旦您透過本服務向所屬的網路協議發送數位資產交易的相關資訊，該交易將可能無法以任何方式被逆轉或取消。您同意對任何您操作之錯誤承擔所有責任。您理解您的數位資產交易可能因錢包剩餘款項不足支付相關費用、區塊鏈網路堵塞或</p>

<p>Transaction, such Transaction may not be able to be reversed or canceled. You agree that you are solely responsible for the consequence of any error or mishandling caused by your using of the Services.</p> <p>You acknowledge and agree that we are not responsible for any delay and failure due to the insufficient amount of your Wallet, blockchain system delay or instability, or any similar reasons.</p> <p>4.3 Limitation</p> <p>You confirm and agree that we may, based on factors such as request of the laws or regulations, security of transaction, or any other operating consideration, set and adjust the limitation of frequency or minimum amount and maximum amount of your Transaction.</p>	<p>故障等原因而發生延遲或失敗，並同意本公司不為因前述原因導致的任何延遲或失敗負責。</p> <p>4.3 限額</p> <p>您確認並同意，本服務基於法令要求、交易安全或其他營運上之考量，得隨時針對數位資產交易服務設定與調整交易筆數或額度的最低限制及最高限制。</p>
<p>5 Transfer Service</p> <p>5.1 We may support specific third-party platforms (the “Ecommerce Platform”) trading digital goods and using digital assets as consideration with Qubic Wallet’s service as a payment method (the “Transfer Service”). After users reach a sell and purchase agreement with the seller of the Ecommerce Platforms, the Transfer Service facilitate users to transfer their digital assets for paying purchase consideration (“Consideration”). Before using the Transfer Service, you will be required to login your Qubic Account, and allowing the address Qubic Wallet provide to be the specified address for receiving your</p>	<p>5 數位資產移轉服務</p> <p>5.1 本公司對特定以數位資產交易數位商品的第三方網站（下稱「購物平台」）支援以 Qubic 錢包進行支付的服務（下稱「本移轉服務」）。使用者於購物平台與出賣方達成買賣協議後，本移轉服務協助使用者將作為商品對價的數位資產（下稱「商品價金」），移轉至指定的智能合約地址。使用此服務前，您需要於購物平台登入您的 Qubic 帳戶，並以 Qubic 錢包提供之地址作為您收取數位商品之地址。</p> <p>5.2 根據您所適用的服務內容，本公司可能提供您以法定貨幣支付商品價金的選項。如您選擇以法定貨幣支付，本</p>

digital goods.

5.2 According to the Service you apply to, we may provide you an option to pay the Consideration in fiat currency. If you choose such option, we will convert the Consideration into such fiat currency and shown the payable amount to you. In addition, we will charge you for the Transfer Service, and the payable fees will include the blockchain fees and the payment handling fees. All the fees will be shown to you on the confirmation steps of the transaction and will be collected by Semper Virens Limited.

5.3 You acknowledge that we may be unable to transfer the digital assets to the specified address due to circumstances beyond our control, including but not limited to the delay of the blockchain internet, or the situation that the digital goods you ordered was sold out. In such cases, we will still charge you for the Transfer Service, including the block chain fees and the payment handling fees. The equivalent amount in fiat currency of the Consideration you paid will be refunded to you by Semper Virens Limited. For the avoidance of doubt, the conditions of refund do not applicable for the situations that we have already transferred the digital assets to the specified address, but you didn't receive the digital goods you ordered. In such cases, you would have to deal with the Ecommerce Platform or the seller on your own.

公司除向您收取以商品價金換算之等值法定貨幣金額外，亦將向您收取額外的服務費用，包括「金流處理費」及「區塊鏈手續費」。商品價金換算後之金額將依據我們揭示的價格計算，並由恆翠有限公司向您收取。相關費用的具體金額將於您使用該服務時，顯示於您的交易確認頁面。

5.3 您理解本移轉服務可能由於某些我們無法控制的原因（包括但不限於區塊鏈網路延遲、商品銷售完畢），無法順利將您的商品價金移轉至指定的地址。如發生此情形，本公司將仍收取金流服務費及區塊鏈手續費作為服務費用，並將商品價金換算之等值法定貨幣金額退還給您。前開退款事宜將由恆翠有限公司為您處理。為避免疑義，如本服務已將商品價金移轉至指定的智能合約地址，但您仍無法順利購得相關商品，並不適用前開退款之規定，您必須自行向購物平台或出賣方聯繫處理相關事宜。

5.4 您同意如因您向您的發卡機構主張拒絕付款，致本公司或恆翠有限公司無法依正常程序收取全部或部分本移轉服務之相關費用時，本公司有權限制您所購得商品的取用權限，至我們收到相關費用為止。

<p>5.4 You agree that if your refusal of the payments of the credit card bill result in the consequence that we or Semper Virens Limited is unable to collect all or part of the fees of the Service related, we have the right to restrict your access of the digital goods you bought until the fees are all collected.</p>	
<p>6 The Regulations on Reasonable Matters as Exceptions to Rescind the Distance Sales The Services hereunder are all 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 the Services hereunder.</p>	<p>6 通訊交易解除權合理例外情事適用準則 本使用條款所提及之服務皆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。</p>
<p>7 Anti-Fraud, Anti-Money Laundering, Counter Terrorism, and Regulatory Compliance 7.1 AMIS reserves the right to cancel and/or suspend your User Account and/or block transactions or freeze funds immediately if AMIS 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 terrorism policies. Suspension, cancellation, or termination of your User Account shall not affect the</p>	<p>7 反詐欺、反洗錢、反恐怖主義及法令遵循 7.1 當您的帳戶涉及任何疑似違反本使用條款、禁止行為，或涉嫌違反反詐欺、反洗錢和反恐怖主義規定等，本公司有權立即暫停、取消或終止您的帳戶和禁止交易或凍結資金或款項。暫停、取消或終止您的帳戶不影響您積欠本公司的費用或其他金額。當您的帳戶被暫停、取消或終止，我們將有權選擇是否立即取消與您的帳戶相關的所有未完成的交易。 7.2 您特此授權本公司可直接或透過第三方，包括但不限於</p>

payment of fees or other amounts you owe to AMIS. In the event that your User Account is suspended, cancelled, or terminated, we reserve the right to immediately cancel all open Transactions associated with your User Account.

7.2 You hereby authorize AMIS to, directly or through third parties, including, without limitation to, its affiliates, the banks that are in collaboration with AMIS, relevant AML and CFT system and database make any inquiries we consider necessary to verify your identity, including to query identity information contained in public reports, and to take action we reasonably deem necessary based on the results of such inquiries and reports.

7.3 You hereby agree that AMIS and its affiliates may implement certain customer due diligence process and ongoing analysis and reporting to comply with the applicable regulations or policies of anti-money laundering and counter terrorism. This includes monitoring of suspicious transactions and mandatory or voluntary reporting to regulators. AMIS hereby reserves the right to disclose such information and documentation to the banks that are in collaboration with AMIS or government authorities. This will apply even when you terminate your relationship with AMIS, and vice versa, or abandon your application to have an account with the Services.

本公司及其關係企業、合作銀行、相關防制洗錢及打擊資恐查詢系統與資料庫，進行任何我們認為必要的查詢以驗證您的身分，並可根據該查詢及報告的結果，採取我們認為合理且有必要的措施。

7.3 您同意為遵循反洗錢及反恐怖主義之相關法令規定、政策和程序，本公司及其關係企業得依相關規定，進行客戶盡職調查程序及措施，以及持續性的分析和報告，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。您特此同意本公司有權向合作銀行或政府機關揭露前開資訊和文件的權利。即使您終止使用本網站或本服務，或本使用條款終止或期滿，本條規定仍繼續適用。

7.4 您同意本公司或其關係企業依本條辦理相關措施所導致您產生的任何損害或不利益，均由您自行承擔，本公司及其關係企業不負損害賠償責任。

7.5 您同意本公司及其關係企業得基於法令要求，留存您的個人資訊及交易紀錄，並得基於法令遵循或政府機關的要求，揭露並提交您的個人資訊及交易紀錄給有關機關。

<p>7.4 You hereby agree that AMIS and its Affiliates shall not be responsible for the damages or disinterests caused by the actions took according to this section.</p> <p>7.5 You hereby agree that in compliance with applicable laws, AMIS and its Affiliates may preserve your personal information and/or transaction history; and disclose and submit your personal information and/or transaction history to the appropriate authorities based on the request of the government.</p>	
<p>8 Fees and Taxes</p> <p>8.1 Fees</p> <p>By using the Services, you agree to pay all applicable fees, including but not limited to the Miner Fees and the fees collected by AMIS or Semper Virens Limited subject to the Terms of Use or relevant announcement or notice of the Site. You agree and authorize AMIS to automatically deduct fees and any amount payable directly from your Wallet. All fees and amount payable will be clearly displayed on the Site or addressed to you through the webpage, and such fee schedules may be amended, changed, or updated by AMIS at any time and without prior notice to you. The fee schedules displayed or addressed to you at the time of your using shall be final and binding.</p> <p>8.2 Taxes</p>	<p>8 費用及稅務</p> <p>8.1 費用</p> <p>當您使用本服務時，您同意支付所有相關費用及應付款項，包括但不限於礦工費及本公司或恆翠有限公司依據本使用條款、本網站之公告或其他告示向您收取之服務費用。您同意授權本公司自動從您的帳戶中扣除相關費用及應付款項。相關費用及應付款項將公告於本網站或顯示於您的交易頁面，並可能會在任何時候修改或更新，且不需要事先通知您。所有相關費用及應付款項應以您進行數位資產交易時，本網站之公告或顯示之費用為準。</p> <p>8.2 稅務</p> <p>您同意任何您透過本服務所產生的任何應負稅務，皆由您自行負擔。您應該自行依據您所適用之規定，確定您應繳納之稅款，並向所適用的稅務機關申報或履行正確的納稅義務。</p>

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any actions you conduct through the Services or this Site, and to pay or declare the correct amounts of taxes to the appropriate tax authorities. AMIS surrenders your personal information and/or your transaction history in response to tax authorities if such information is requested by tax authorities.

本公司得依據稅務機關的要求提供您的個人資訊及交易紀錄給稅務機關。

9 Risk Statement

Digital assets are not fiat currency and digital assets do not have intrinsic value. The legal status of digital assets may affect the legal obligations, reporting obligations, and tax obligations in relation to holding, investing, or trading digital assets. You are solely responsible for checking the legal status or requirement of digital assets and for complying with any and all applicable laws and taxation or reporting requirements. In addition, trading in digital assets entails certain risks. There is no assurance that any person will accept digital assets as payment for goods or services and it is possible that the use or transaction of digital assets may be expressly prohibited by legislation in a particular jurisdiction. Whether you are suitable to engage in the purchase or sale of digital assets will be dependent on your personal financial situation and tolerance for risk. By using the Services and this Site, you agree that you are fully aware of the related risks and considerations and waive any and all claims against AMIS and its affiliates for all losses or damages that may arise from your purchase or sale

9 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。本公司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。您一旦使用本服務及本網站，即表示您已同意您完全了解相關風險與考量，且就您持有數位資產或進行數位資產交易因相關風險所生之任何損失或損害，您已拋棄針對本公司及其關係企業之任何及全部請求權。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。

<p>of digital assets. 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 assets.</p>	
<p>10 Disclaimer of Warranty</p> <p>10.1 The Services, this Site, and the content provided hereunder may contain certain issues that have not been identified. The Services, this Site, and the content are provided on an “AS IS” basis. You are advised to use the 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 the Services, this Site, and the content and accompanying instructions or materials. AMIS makes no warranty that AMIS will continue to offer or make available the Services, this Site, and the content, including without limitation any particular function for any particular length of time and AMIS reserves the right to change and update the Services, this Site, and the content without notice to you. AMIS makes no warranties of any kind in connection with the Services, this Site, and the content, or modifications or improvements thereto. AMIS specially disclaims all implied warranties.</p> <p>10.2 No advice or information, whether oral or written, obtained from AMIS or through the 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</p>	<p>10 免責聲明</p> <p>10.1 本服務及本網站以及此提供的內容可能包含某些尚未被辨識的問題。本服務、本網站及內容是以其「現有」狀態而提供。建議您謹慎地使用本服務、本網站及內容，並為必要之查證和判斷，且您不可以完全倚賴本服務、本網站以及內容及其附隨的指示或資料。本公司不保證將永久提供本服務、本網站和內容（包括但不限於本服務及本網站的全部或任何特定期間的特定功能）。對於任何本服務、本網站及內容的事項、修改或改善，本公司不做任何保證。本公司在此特別聲明不提供任何默示的保證。</p> <p>10.2 無論是自本服務、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。</p> <p>10.3 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，或在使用者終止使用本服務和本網站或該使用失效後，仍繼續適用。</p>

<p>holding of digital assets.</p> <p>10.3 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 the Services and this Site.</p>	
<p>11 Limitation of Liability</p> <p>11.1 You confirm and agree that, to the maximum extent permitted by law, AMIS and its affiliates shall only be liable for the direct damages caused by gross negligence or intentional misconduct of AMIS while providing AMIS and its affiliates shall not exceed the US dollar value of the digital assets on deposit in your Wallet at the time of the occurrence of such negligence or misconduct.</p> <p>11.2 You confirm and agree that AMIS and its affiliates shall not be liable for any damage or loss in relation to or arising from any suspension, delay, or failure of your Transactions if such suspension, delay, or failure is the consequence of one of the following events:</p> <ul style="list-style-type: none">(a) your violation of these Terms of Use or the policies or agreements which are incorporated herein,(b) 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-	<p>11 賠償與責任限制</p> <p>11.1 您確認並同意，在法律允許的最大範圍內，本公司及其關係企業僅就本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，且應以在故意或過失發生當時存在您帳戶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。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、商業機會喪失或任何間接損害或損失。</p> <p>11.2 您確認並同意，本公司及其關係企業對於因下列情形之一造成您數位資產交易的延遲或失敗，不負有任何責任：</p> <ul style="list-style-type: none">(a) 您違反本使用條款或本服務之相關規定；(b) 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、設備或軟體故障、DOS 攻擊、其他災難導致或超出本公司可合理控制的任何其他事件。 <p>11.3 您確認並同意，本公司及其關係企業對無法合理預見之損害或損失均不負責。</p>

<p>services) attacks, other catastrophe or any other occurrence which is beyond AMIS's reasonable control.</p> <p>11.3 You acknowledge and agree that in no event shall AMIS and its affiliates be liable for any damage or loss that is not reasonably foreseeable.</p> <p>11.4 You acknowledge and agree that you shall indemnify and hold AMIS and its affiliates harmless from the and against any claims, liabilities, damages, loss, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your violation of laws and regulations, these Terms of Use or the policies or agreements which are incorporated herein.</p> <p>11.5 The indemnification obligations under this section shall survive the termination or expiration of these Terms of Use or your use of the Services and this Site.</p>	<p>11.4 您確認並同意，就因您違反法令、本使用條款或本服務之相關規定、或您與本公司及其關係企業的其他協議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，您同意賠償本公司與其關係企業。</p> <p>11.5 本條規定在本使用條款終止或期滿後，或在您終止使用本網站或本服務後，仍繼續適用。</p>
<p>12 General Provisions</p> <p>12.1 Modifications</p> <p>AMIS reserves the right, at its sole discretion, to modify, discontinue or terminate the Services and this Site or to modify these Terms of Use, at any time and without prior notice. If AMIS modifies these Terms of Use, AMIS will post the latest revised version at the Site or in other ways</p>	<p>12 一般條款</p> <p>12.1 修改</p> <p>本公司有權隨時修改、停止或終止本服務、本網站或修改本使用條款。當本使用條款修改後，最新版本會發布在本網站或以其他本公司認為合適的方式通知或發布。當本公司在本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</p>

that AMIS deems appropriate. By continuing to access or use the Services and this Site after AMIS has posted a modification on the website of AMIS 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. If the modified Terms of Use are not acceptable to you, you must cease using the Services and this Site immediately.

12.2 Entire Agreement

These Terms of Use, the private policy, and the other policies and terms posted in the Site from time to time constitutes the entire understanding between you and AMIS and governs your use of the Services and this Site and any prior or contemporaneous representations, either oral or written are hereby superseded.

12.3 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 AMIS'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. AMIS 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.

本服務和本網站的行為，即視為您已同意且明示確認受修改後的使用條款拘束。如您無法接受修改後的使用條款，您必須立即停止使用本服務和本網站。

12.2 完整合約

本使用條款、隱私權政策、本網站不時公布的各項政策和規則構成您與本公司之間的完整合意內容，且適用於您使用本服務和本網站，並取代先前或其他同時存在的任何口頭或書面的陳述。

12.3 讓渡

除本使用條款另有規定外，在未得本公司事前書面同意下，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。任何未經本公司事前書面同意而為之讓渡或轉讓皆屬無效。本公司可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，本使用條款將有效拘束該當事人、其繼承人和受讓人。

12.4 不放棄權利

本公司未行使或延遲行使本使用條款的任何條款所要求的行為，不會以任何方式影響本公司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任何條款而本公司放棄請求權時，不代表本公司亦放棄對您後續違反任何規定的請求權。

12.5 可分離性

若本使用條款的任何條款或任何部分被認定為無效或不可執行，本使用條款的其餘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。

12.4 No Waiver

No failure or delay of AMIS to require performance by you of any provision of these Terms of Use shall in any way adversely affect AMIS's right to require full performance of such provision after that. No waiver by AMIS of a breach of any provision of these Terms of Use shall be considered to be a waiver by AMIS of any succeeding breach of such provision.

12.5 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.

12.6 Change of Control

In the event that AMIS 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.

12.7 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, User Account cancellation, debts owed to AMIS, general use of the

12.6 控制權變更

當本公司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分。

12.7 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、取消本服務帳戶的條款、積欠本公司債務的條款、一般使用本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。

12.8 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。

12.9 不可抗力

本公司不對因超出我們合理控制而直接或間接導致本服務、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

Services and this Site, and general provisions, shall survive the termination or expiration of these Terms of Use.

12.8 Choice of Law and Forum

These Terms of Use are 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 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.

12.9 Force Majeure

AMIS shall not be liable for delays, failure in performance or interruption of the 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 assets, other catastrophe or any other occurrence which is beyond our reasonable

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，本公司不負擔任何責任。

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