

FUSANG WEBSITE TERMS OF USE

Introduction:

This website ("Website") is owned and operated by Fusang Exchange Ltd and its associated companies (collectively "Fusang"). Each reference in these terms of use to this Website includes all materials that Fusang makes available to you on this Website.

By using this Website, you agree to comply with these terms of use. Please check this page each time you use this Website, as Fusang may update these terms from time to time.

If you carry out any transaction through this Website, such transaction may be subject to additional terms and conditions, which you will be asked to read and accept at the relevant time. To the extent of any inconsistency with these terms, the terms of the transaction apply to such transaction and any matters connected with it.

Your Obligations:

You must comply with any instructions Fusang gives you about how to use this Website and must not do anything that interferes with or adversely affects the normal operation of the Website (including the ability of other users to access or use this Website).

You are responsible for ensuring the security of the systems and devices that you use to access this Website, including through use of appropriate antivirus and other security software.

Registration:

You may need to register with Fusang in order to access certain parts of this Website. Further details about registration are available by contacting Fusang at support@fusang.co. In this case, Fusang may issue you with a username and password or other appropriate log-in details for your account. You are responsible for keeping your log-in details confidential so that they cannot be used without your permission. You will be responsible for any use of this Website by anyone using your log-in details. You agree and acknowledge that the information you provide to Fusang is accurate and that you will keep it accurate and up-to-date.

Where you have registered an account with Fusang, you may close your account at any time by contacting Fusang. In the event you believe your account is no longer secure, then you must immediately notify Fusang at support@fusang.co.

Fusang shall take all commercially reasonable measures in handling your personal details and will ensure that your personal details are retained only as long as necessary for the transaction made under these Terms. However, in the absence of fault on Fusang's part, Fusang shall not be held liable for any loss that you may suffer in the event of any unauthorized access by the third party to any data provided when accessing this Website unless Fusang has been proven in court proceedings to be negligent in securing the information provided.

Additional Information:

Upon request, you may need to provide Fusang with information for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime.

You may need to complete certain verification procedures before you are permitted to use services through this Website. The information requested may include certain personal information, including, but not limited to, your name, address, contact number, e-mail address, date of birth, proof of local residency and government identification documents.

By providing Fusang with the information described above, you permit Fusang to keep a record of the information and confirm that the information is accurate and authentic.

You authorise Fusang to make the inquiries, whether directly or through third party applications, that Fusang considers necessary to verify your identity or protect you and/or Fusang against fraud or other financial crime, and to take action Fusang reasonably deems necessary based on the results of such inquiries.

Please also refer to the "privacy" section below.

Eligible Users:

The following are conditions of access to this Website, and each time you access this Website you represent and warrant to Fusang that:

- if you are an individual, that you are 18 years of age or older, capable of forming a binding contract with Fusang, and under no legal impediment or incapability;
- if you are an authorised representative of a company, that you have authority from that company to access this Website and form a binding agreement with Fusang on behalf of that company;
- you have not previously been suspended or removed from accessing this Website;
- you are not identified as a “Specially Designated National” by the US Office of Foreign Assets Control, or otherwise subject to any sanctions or restrictions which may affect Fusang ability to provide you with services;
- you have the full power and authority to agree to these terms of use, and to enter into any transactions or use any service offered through this Website;
- all information and documentation that you have provided to Fusang for the purposes of receiving any service from Fusang is true, accurate and not incomplete or misleading and that if such information or documentation becomes untrue, inaccurate, incomplete or misleading for any reason, you will update Fusang as soon as you are aware that those details are no longer true, accurate, complete and not misleading, including the date upon which the factual correctness or completeness of the details changed;
- you will only trade with legally obtained assets or fiat currencies that belong to you, and that you have full legal and beneficial title to any such assets at the time you transfer them to Fusang; and
- you are not located in, or a resident of, any Restricted Territory (as defined below), and have not used any technical means to misrepresent your geographical location to access this Website.

Your access to this Website may be restricted based on your jurisdiction or geographical location. You must not use this Website if you are located in, or a citizen or resident of any state, country, territory, or other jurisdiction in which use of this Website or any services on this Website would be illegal or otherwise violate any applicable law (“Restricted Territory”). Fusang reserves the right to restrict access to any Restricted Territory and may implement technical controls to prevent access to this Website and services from any Restricted Territory.

Rights to suspend or terminate access:

Fusang may suspend, terminate or block your access to all or any part of this Website at any time and without prior notice to you. In certain circumstances, Fusang may not be in a position to provide information to you about the reasons for the suspension or termination of your access to this Website.

Intellectual Property:

All of the intellectual property rights in and to this Website belong to Fusang and/or its licensors. Fusang may update and change the materials available on this Website, including by removing materials, at any time in its discretion without notice to you.

You may download or print sections of this Website if needed for your own personal use, but otherwise you may not reproduce any part of this Website without Fusang’s express prior written consent. To the extent that this Website contains any functionality that allows you to access or download specific materials through this Website, your use of such functionality or functionalities and the downloaded materials may be subject to separate terms and conditions which you will be asked to read and accept at the relevant time.

Website Links:

This Website may contain or link to information that has not been devised, verified or tested by Fusang or any of its officers, employees or agents. These are provided for your information only. Fusang does not take any responsibility for that information, nor endorse its accuracy or completeness.

Fusang does not guarantee that the information, or the provision of the hyperlinks to you, does not infringe third party rights. If this Website contains a link to an external website, Fusang does not endorse, recommend, approve, guarantee or introduce any third parties or the services and/or products that those third parties may offer. Fusang accepts no responsibility for them or any of the content available, or for any loss or damage that may arise from your use of them.

You may provide a link to the home page of this Website on any website you operate, as long as you do not suggest any form of association, approval or endorsement on Fusang’s part without its express prior written permission and you promptly delete the link at Fusang’s request.

Except as set out in this clause, you may not link to this Website.

No Financial Services Activities or Advice:

The information and any materials contained in this Website should not be considered as an offer or solicitation to buy or sell financial instruments, provide financial advice, create a trading platform, facilitate or take deposits or provide any other financial services of any kind in any jurisdiction.

The information contained on this Website is not intended to provide and should not be construed as advice of any kind. You should obtain appropriate professional advice when necessary. It does not take into account your objectives, financial situation or needs.

Liability:

While Fusang will use reasonable care and skill in operating this Website, Fusang cannot promise that this Website will always be available, meet your requirements or be completely free of faults, errors or compromise from cybersecurity events.

To the maximum extent permitted by law, except as expressly set out in these terms of use, Fusang excludes:

- all conditions, representations, warranties and statutory guarantees, whether express or implied, in relation to this Website. Nothing on this Website should be relied upon as a promise or representation as to the future; and
- any liability, whether in contract, tort (including negligence), or otherwise, for any direct, indirect or consequential loss, damage or expense incurred by you or any other user in connection with this Website.

Without prejudice to any other disclaimer, waiver, indemnity or exclusion of liability that you agree to in any agreement with Fusang, you agree to:

- indemnify, to the extent permitted by Malaysia law, the Company and any affiliate against any action, claim, proceeding, loss, damage, expense or liability Fusang suffers or incurs directly or indirectly arising from your use of this Website; and
- release the Company and any affiliate against any action, claim, proceeding, loss, damage, expense or liability you have suffered or incurred directly or indirectly arising from your use of this Website.

To the extent Fusang is unable by law to exclude any implied condition, representation, warranty or statutory guarantee in relation to the provision of goods or services through this Website, Fusang limits its liability for a breach to the re-supply of those goods or services, or payment for such re-supply. This is without prejudice to any other exclusions or restrictions of Fusang or others' liability in connection with this Website.

Privacy:

Fusang will manage any personal information that it collects through this Website in accordance with the Fusang Group Privacy Policy ("Privacy Policy"), which you can access [here](#).

You represent and warrant that:

- your disclosure of any personal data to Fusang relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;
- before providing such personal data to Fusang, you have read and understood the Privacy Policy and, in case of personal data relating to an individual other than yourself, have (or will at the time of disclosure) provided a copy of that Privacy Policy (as amended from time to time, to that individual); and
- if from time to time Fusang provides you with a replacement version of the Privacy Policy, you will promptly read and provide a copy to any individual whose personal data you have provided to Fusang.

In some circumstances, Fusang may require additional information from you, and may require additional verification or screening to be conducted before you are able to access certain services on the Website. You therefore authorise and give Fusang consent to (either directly or through a third party that owes a duty of confidentiality to Fusang):

- screen and verify your information to prevent fraud and other suspicious transactions, including conducting screening against various sanctions and politically exposed persons lists, querying information contained in public sources and records, querying account information contained in any linked bank or other institutional accounts;

- provide your personal data to any banks or other institutions that may require that data in order to facilitate any requested service on this Website; and
- take any action that Fusang considers necessary as a result of such verification and screening, including further requests or inquiries to third parties, and you authorise and consent to Fusang sharing any data it holds with those third parties, and authorise and consent to those third parties processing your personal data in order to respond to any such inquiry or request by Fusang.

Fusang may at any time process and transfer any and all of the personal data relating to you and/or personal data provided by you relating to an individual other than yourself to any of its affiliates and/or subsidiaries.

Fusang will manage any personal data collected through the Website in accordance with relevant laws and regulations.

Communications:

Communications over the internet and through this Website may be subject to interruption, transmission blackout, delayed transmission due to internet traffic, or incorrect data transmission due to the public nature of the internet. Please exercise caution, and confirm any relevant details / communications by other means if you have any doubt about the accuracy of this communication.

Any communications with Fusang or its officers, representatives or agents may be recorded and retained, subject to applicable law, relevant policies and the terms of any applicable written agreement.

Compliance with Laws and Regulations:

You are responsible for complying with all applicable laws and regulations relating to services you use through this Website, including (without limitation) the reporting of any transactions, and the calculation and payment of all applicable taxes within any relevant jurisdiction. If you have any doubts about whether or which laws and regulations apply to you, you should seek independent legal, accounting and/or taxation advice.

Governing Law:

These terms of use are governed by the laws in force in Malaysia.

Submission to Arbitration:

Any dispute, controversy, difference or claim arising out of or relating to these terms of use, including the existence, validity, interpretation, performance, breach or termination, or any dispute regarding non-contractual obligations arising out of or relating to these terms, will be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration will be Hong Kong.

Severability:

If any of these terms are determined to be illegal, invalid or otherwise unenforceable, to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it will be severed and deleted from these terms and the remaining terms will survive, remain in full force and continue to be binding and enforceable.

Language:

In the case of a discrepancy between the English version and any other language version in respect of these terms of use or this Website, the English version prevails.

Questions:

Please contact Fusang at support@fusang.co if you have any questions about this Website.