

# Gate.io User Agreement

## I General

1.1 Before using or accessing Gate.io website and API located on <https://gate.io/api2> and any services made available through the Site such as <https://gate.io/zendesk> (collectively, the "Services"), you should read GATE.IO USER AGREEMENT ("Agreement") carefully and understanding all the terms and conditions, especially for the contents highlighted by italic, bold, underline or color.

1.2 The Services are owned and controlled by Gate Technology Inc("Gate.io"). Gate.io provides an online service that allows users to exchange between themselves different blockchain assets, which are data that typically represents transaction, access, or other participation rights on corresponding blockchain networks (collectively, "Assets"). Gate.io may make available to Users other ancillary services to facilitate the exchange of blockchain assets. Depending on your country of residence, you may not be able to use all the function on this site. It is your responsibility to follow those rules and laws in your country of residence and/or country from which you access this site and services.

1.3 By clicking the "Create Account" button or by accessing or using the services, you agree to be legally bound by the Agreement and accept all the terms and condition of the Agreement. If you do not agree to be bound by these terms and conditions, do not access this site and do not use this service.

1.4 By creating an account with Gate.io ("Account"), you agree to maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer, tablet, or mobile device and take legal responsibility for all activities that occur under your Account and accept all risks of unauthorized access.

1.5 We reserve the right to make changes or modifications to the Agreement, affiliated service terms, activities terms or announcement from time to time, in our sole discretion without notice. The amended terms will be deemed effective immediately upon posting. You may check back for the latest Agreement. Your continued use of this site and the services act as acceptance of such changes or modifications. If you do not agree to any amended terms, you must discontinue using or accessing our Service. By using and accessing our service, you are deemed to agree to and fully understand the Agreement and contents in other affiliated service terms, including the amended terms made by Gate.io from time to time.

## II Eligibility

2.1 By accessing or using the Services, you represent and warrant that you: are of legal age and have the full capacity to form a binding contract; and have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party. You

also represent and warrant that you: have not previously been suspended or prohibited by gate.io; are not identified as a “Specially Designated National” by the Office of Foreign Assets Control; are not placed on the U.S. Commerce Department’s Denied Persons List; are not a resident or national of any territory or country where using our service would violate any applicable law; and are not located in, or a resident or national of Bosnia and Herzegovina, Democratic People’s Republic of Korea, Ethiopia, Iran, Iraq, Syria, the Crimean region, Cuba, Uganda, Vanuatu, Yemen, Japan, Canada and the United States of America.

You also represent and warrant that you will not be using this service for any illegal activity, including but not limited to illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data or the financing of terrorism, or other violent activities.

2.2 To use our services, you shall have proper devices and pay for cost that may occurs, including but not limited to computer, mobile phone, modem and cost for Internet connection and phone call.

2.3 By clicking to I agree to the Gate.io User Agreement button, you are deemed to agree to all the terms and conditions of the Agreement and have the legal right and full capacity to use all the services, including but not limited to checking the related information of the services, placing orders, making trading activities rationally, and agree to take all the risks.

2.4 You shall not use the site or any services to disrupt trading order of Gate.io or for illegal activities. You shall provide accurate, current and complete information and shall not falsify or materially omit any information or provide misleading information to Gate.io, including but not limited to using phone number or email address borrowed or stolen. You shall not use the site or Service to make fake trading or cheat in trading. Gate.io reserve the rights to address such behaviors through an appropriate sanction, in its sole and absolute discretion, including without limitation to cancelling the trading eligibility and illegal earnings, suspending service and blocking the account. In the case your behaviors cause loss to Gate.io, Gate.io reserves the rights to claim damages and take legal action against you.

2.5 When you have a Gate.io account, you agree to: (1) create a strong password that you do not use for any other website or online service and enable two factor authentication as a further protection; (2) maintain the security of your Gate.io account by protecting your login credentials and restricting access to your account; (3) take responsibility for all activities that occur under your account and accept all risks of any authorized or unauthorized access to your account.

### III Risk Disclosure Statement

3.1 Trading blockchain assets can be extremely risky. Trading markets are volatile and shift quickly. The blockchain networks may go offline due to attack, bugs, hard forks, or other unforeseeable reasons. Gate.io may experience sophisticated cyber-attacks, unexpected surges in activity, or other operational or technical difficulties that may cause service interruptions. You are solely responsible and liable for any and all trading and non-trading activity for your account on the site and fully responsible for safeguarding access to your account and any information provided through the site.

3.2 You do your own appraisal and investigations and accept the risk of trading blockchain asset. By using the site to enter into transaction, you represent that you are solely responsible for you own appraisal and investigation into the risks of the transaction and the underlying blockchain

assets. You represent that you have sufficient knowledge and experience to make your own evaluation of the merits and risks.

Listing of a blockchain asset does not indicate Gate.io approval or disapproval of the underlying technology in related to any blockchain asset, and should not be used as a substitute for your own understanding of the risks specific to each blockchain assets. We give you no warranty as to the suitability of the blockchain assets and assume no fiduciary duty in our relations with you.

3.3 You accept all risk of sending your blockchain asset to an address. Blockchain asset transactions is not reversible. Once you send blockchain asset to an address, you accept the risk that you may lose access to your asset indefinitely. You are solely responsible for the address you send your blockchain asset to. If you deposit any blockchain asset to Gate.io that is not listed on your deposit page, it will not be possible for us to return the assets. It is your responsibility to ensure that the address to which you are depositing is listed on your deposit page of Gate.io. If you withdraw from Gate.io to a third party that returns the withdrawal to the address from which it was sent, those assets will not be recoverable

3.4 Gate.io does not advise on trading risk. If at any point Gate.io or its representatives do provide trading recommendations or any other information, the act of doing so imposes no obligation of truth or due diligence on behalf of Gate.io or its representatives.

3.5 Gate.io may delist a blockchain asset at any time in its sole discretion.

3.6 Gate.io may correct, reverse, or cancel any trade impacted by an error in processing your purchase or buying, or correct or reverse or cancel your deposit or withdrawal of blockchain asset impacted by an error in processing your deposit or withdrawal.

3.7. Gate.io may seize your abandoned property. If you have not logged into your account on the site for an uninterrupted period of two years, Gate.io reserves the right to deem any and all property that you hold on the site, including blockchain assets, to be abandoned, without notice to you. If your property is abandoned, it will be immediately forfeited to and seized by Gate.io and Gate.io may donate them to a nonprofit group.

3.8 You accept risk of missing communication from Gate.io. Gate.io may post information on the site webpage or its twitter or communicate with you by email or support ticket from time to time. You understand and agree that if Gate.io post information or send you information but you fail to receive it, Gate.io will be deemed to have provided the information to you regardless.

## IV Privacy Policy

4.1 We collect information about you in accordance with the laws and regulations, including 4.1.1

information we collect when you create an online account, complete a transaction, fill out a form, respond to surveys, post messages to our chatroom or twitters or otherwise communicate with us;

4.1.2 information we automatically collect when you use the site and service, including but not limited to device identifiers, mobile network information, the type of browser used, IP address and other standard web log data and information collected by Cookies and similar tracking technologies;

4.1.3 Information we collect from third parties, including identity verification services.

4.1.4 Information we collected from other sources legally

4.2 We will implement reasonable security practices to help protect the security of your information and will not disclose your non-public information, including name, password and phone number, to any other third party without your prior permission, excepting for the following

cases:

4.2.1. disclose your information to yourself or a third party with your consent.

4.2.2 disclose your information with your consent so that you may use products or services

4.2.3. disclose or share your information to comply with our legal obligations to authorities stipulated by laws and regulations, including without limitation to, administrative authorities and financial authorities.

4.2.4 when we believe, in our sole discretion, that the disclosure of your information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of or enforce our user agreements or other policies and agreements.

## V Service Modification, Suspension and Termination

5.1 You can check transactions information and related materials posted on gate.io and participate in specific financial related activities provided by gate.io currently or in the future according to the Agreement and use of service rules posted.

5.2 You should use services on gate.io in accordance with the Agreement and related rules on a volunteer, fair, and honest basis; should not use the site or our services to infringe the legitimate rights and interests of others or make improper profits or disturb the normal order of online trading.

5.3 When you accept to use services of gate.io, you also agree to accept information service provided by gate.io and authorize gate.io to send commercial information to your email address, mobile phone and other communication address. You can choose to decline such information service by doing specific changes according to our instructions.

5.4 Though we strive to maintain the site to provide you sustainable, safe, stable and smooth services, there are no guarantee that the service will be no delays, failures, errors, omissions or loss of transmitted information. You understand and agree that we have the right to suspend service for system update and upgrading, new function addition, and other cases where service shall be interrupted by our judgement.

5.5 We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our services.

5.6 If you disagree to any of the amended terms of the Agreement or is unsatisfied with our services, you have the rights to:

5.6.1 Stop accessing or using Gate.io services

5.6.2 Notify Gate.io to terminate services for you by contacting our support. When your service is terminated, your rights to use gate.io services terminate and Gate.io has no obligation to deliver information or services pending to deliver to you or third party without direct relation.

## VI User Rights

6.1 Your login credentials and Security

6.1.1 You have the rights to choose to be or not to be Gate.io member. If you choose to be a member, you may create your account and set a preferred nickname. The nickname shall not contain any word with insulting, threatening or pornographic indication or infringing on others' legitimate rights.

6.1.2 You become a member of Gate.io by creating an account successfully and obtain a

combination of username (or email address) and password. You are solely responsible and liable for all the activities and events logged in using this combination of username (or email) and password and accepts all the risks.

6.1.3 You have the obligation to protect your Gate.io account, username and password, SMS verification code (verification code sent to your phone number in message) and TOTP code (dynamic code generated by the authentication app associated to your gate.io account, which can be set in Two Factor Authentication on Gate.io page), API Key and Secret and is solely responsible for the safety of username and password, SMS code and TOTP, API key and secret. User shall take responsibility and liability for legal consequence from leaking the abovementioned information and shall not hold gate.io liable for any loss of asset due to the leakage of the information caused not by us.

6.1.4 You can reset password via email associated to your Gate.io account or SMS sent to your phone number associated to your Gate.io account in the case the account was created via phone number. You shall promptly notify us if you discover or otherwise suspect any security breaches related to your Gate.io account or unauthorized use of your Gate.io account.

6.1.5 Gate.io will not ask for your password or ask you to deposit to address not provided on the site. You should never believe in any discounts or promotion information and send your asset to address not provided by the site. It is your responsibility to ensure you send asset to the correct address provided for that asset by us. You shall not hold Gate.io liability for loss of asset by sending assets to address not provided by us.

6.2 You have the right to get rewarding or privileges from Gate.io by making contribution to Gate.io in accordance with rules set by Gate.io

6.3 You have the right to modify your account information that can be modified and decide if to fill contents that is not a must.

6.4 You have the right to join Gate.io community and post comments or articles without violation of rules of gate.io and laws or regulations

6.5 You have the right to participate in online or offline activities organized or provided by Gate.io.

6.6 You have the right to enjoy related services provided by Gate.io according to the related rules and terms of Gate.io.

## VII User Obligations

7.1 You may make comment on the product or service provided by Gate.io and make modification or deletion within proper ranges, but should not use the site to threat national security, leak national secret, infringe on the legitimate rights of other individuals or social community or nation and for other illegal activities; you shall not use the site to propagate information violating policies, laws and regulations and social norms.

7.2 You should not create gate.io account for malicious purpose, including but not limited to creating several accounts for hyping, profit making or receiving awards. You should not use another user' account. In the case Gate.io detect the abovementioned activities, gate.io may take necessary actions in our sole discretion, including but not limited to, deleting the contents you posted, canceling your rewards, privilege or assets on Gate.io, suspending or terminating your account, even taking legal proceedings against you

7.3 You should not use Gate.io as arena, platform or media for any unauthorized or illegal activities.

You should not use the name of Gate.io to participate in any commercial activity or use Gate.io as arena, platform or media for commercial purpose, without our prior authorization or permission. In the case Gate.io detect the abovementioned activities, Gate.io may take necessary actions in our sole discretion, including but not limited to, deleting the contents you posted, canceling your rewards, privilege or assets on Gate.io, suspending or terminating your account, even taking legal proceedings against you.

7.4 Any information posted on Gate.io by you in any form shall conform to good practice of social norms and shall not violate laws and regulation and terms and rules on Gate.io or harm or negatively affect the legitimate rights and interest of others. You shall take full responsibilities and liabilities for all the circumstances for your behaviors for posting such information and Gate.io reserves the rights to claim damages against you.

## VIII Limitation of Liability & Waiver

8.1 Gate.io is not responsible for damages caused by delay or failure to perform undertakings when the delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; delays or defaults caused by common carriers; acts or omissions of third parties; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of force majeure, Gate.io is excused from any and all performance obligations and these Services shall be fully and conclusively at an end.

8.2 As a third party in online service supplier, Gate.io does not guarantee that the information and services on the site fully stratify your needs and shall not be hold liability to any error, insultation, slanders, inaction, blasphemy or pornography that you may experience during using our services.

8.3 Given the specialty of Internet, Gate.io does not guarantee our service will not be interrupted and does not guarantee the timeliness, safety of services and does not take liability for damages not directly caused by Gate.io.

8.4 Gate.io strives to provide you with safe access to the site and services, but Gate.io does not represent or guarantee the site or the servers are safe without malicious element or virus or other potential risk. You shall scan and process file or other elements downloaded from the site with industry recognized software. You should use your own judgement to distinguish the true from the false to avoid risks.

8.5 Gate.io is not responsible for the failure of save, modification, deletion or storage of information posted by you. Gate.io is not liable for typographical error or negligence not by intention of Gate.io. You should use your own judgement to distinguish the true from the false to avoid risks.

8.6 Gate.io has the right but is not obliged to correct or update unintentional omission or error.

8.7 Unless expressly agreed in written form, Gate.io does not guarantee the accuracy, completeness or reliability of information (including but not limited to advertisement) you may get from, via or by links to the site or in any other methods related to the site. Gate.io is not responsible for your purchase or obtaining of product, service, information or material due to such information. You shall take all the risks of using the information.

8.8 Comments or information posted by user on Gate.io only stands for the opinion of the

individual who posts it, which should not be taken as Gate.io agree to or confirm the information or description. Gate.io is not liable for the comment or information posted by users.

8.9 Gate.io has rights to delete information posted on the site which violates laws and regulation or user agreement without notice.

8.10 Gate.io delivers notice or message to you via announcement on webpage, email address, support phone, message via mobile phone or regular mail delivery. Gate.io is not responsible for information delivered by other channels in related to prize winning, promotion or other activities or events.

8.11 Gate.io has the right to adjust the fee for deposit, withdrawal and trading and other services according to market and the right to terminate the promotion at any time.

8.12 You are responsible for determining whether or which laws may apply to you, including tax law. You are solely responsible for reporting and paying any taxes arising from your use of our services.

8.13 You agree to pay Gate.io any applicable fees for using our service and authorize Gate.io to deduct fees from your Account. You agree and understand Gate.io may revise or update Fee schedule from time to time in its sole discretion and changes to the fee schedule are effective immediately.

## IX Applicable Law

9.1 Making, execution and interpretation of this agreement, and settlement of the disputes shall be governed by laws of The Cayman Islands and adjudged by courts of the Cayman Islands

9.2 The terms and conditions of this agreement are separable. If any term or condition of this agreement is ruled invalid or unenforceable, the term or condition may be interpreted by the applicable laws, without prejudice to the continuation of the remaining terms and conditions.

9.3 If there is any dispute between Gate.io and user on the contents of this agreement or its execution, both parties shall try to resolve it amicably. Any party may file a lawsuit with the court in the place where Gate.io is located.

9.4 The agreement is the most important legal document between gate.io and user. Any other expression, whether written or oral, inconsistent with this agreement shall be subject to this agreement.

9.5 Gate.io or Gate Technology Inc reserves the rights of final interpretation of the agreement

## X Anti-Money Laundering and Counter-Terrorist Financing

Gate.io is committed to providing you with safe, compliant, and reputable Services. Accordingly, Gate.io insists on a comprehensive and thorough customer due diligence process and implementation and ongoing analysis and reporting. This includes monitoring of and for suspicious transactions and mandatory reporting to international regulators. Gate.io needs to keep certain information and documentation on file pursuant to applicable law and its contractual relationships, and Gate.io hereby expressly reserves the right to keep such information and documentation. This will apply even when you terminate your relationship with Gate.io or abandon your application to have an account with Gate.io.

## XI Know Your Customer (KYC)

Gate.io may, in its discretion, require you going through identity verification and other screening procedures to protect itself from involvement in any money laundering or other criminal activities. You may be required to provide certain personal information, including but not limited to, your name, address, phone number, photographic proof of your identity, and information regarding your source of fund. You agree and authorize Gate.io to require information from you directly or through a third party and you understand and agree Gate.io has right to not permit any deposits, trades and withdrawals until proof satisfactory to Gate.io in its sole discretion is received and reviewed.

## XII Supplementary Provisions

The rules of service or use of product, reminders on pages are integral parts of this agreement and are of equal legal effectiveness with the body of agreement. Rules of service includes but is not limited to privacy policy, anti-cheating statement, anti-money laundering policy and other trading rules.