

## Terms of Use

These terms of use (these “Terms”), in relation to using the virtual currency exchange platform and other services provided by QUOINE Pte. Ltd. (the “Company”), set out matters to be complied with by each User (defined in Article 2) and the rights and obligations between the Company and each User.

### Article 1 Application

- 1.1 The purpose of these Terms is to set out the rights and obligations between the Company and each User in relation to using the Service (defined in Article 2), and these Terms apply to all matters related to a User using the Service.
- 1.2 Trading rules, guidelines, risk explanations, policies, cautions and other regulations, etc., (“Regulations Etc.”) related to the Service that are from time to time posted on the Website (defined in Article 2) by the Company constitute a part of these Terms. If content of these Terms and content of Regulations Etc. differs, the Regulation Etc. will prevail.
- 1.3 Each User shall, after agreeing to these Terms, register to use the Service and use the Service with the method prescribed by the Company.

### Article 2 Definitions

- 2.1 The following terms used in these Terms have the meaning stated next to the term:
  - (1) “Intellectual Property Right” means a copyright, patent, utility model right, trademark right, design right, or any other intellectual property right (including the right to obtain any of those rights or to apply to register, etc., any of those rights).
  - (2) “Website” means the website operated by the Company with the domain “quoiner.com” (including subdomains; if the domain or content of the website of the Company is changed for whatever reason, then that changed website).
  - (3) “User” means an individual or a corporation that is registered as a user of the Service in accordance with Article 3.
  - (4) “Service” means the following services that are each provided by the Company: a service called, “QUOINEX” related to selling and buying virtual currency (“Virtual Currency”) called Bitcoin (BTC) and Ethereum (ETH), Bitcoin Cash (BCH) as separately set out by the Company; a service that provides a platform for Users to sell and buy Virtual Currency; a service that manages fiat currencies (“Money”) that are separately set out by the Company or Virtual Currency for the Users in relation to the above selling and buying; a service called “CRYPTOS” that provides a virtual currency-only platform for Users to sell and buy crypto-currencies using Bitcoin (BTC) and Ethereum (ETH), Ripple (XRP), Ethereum Classic (ETC), Litecoin (LTC), Monero (XMR), ZCash (ZEC), Bitcoin Cash (BCH), DASH (DASH), Stellar Lumens (XLM), Antshare (NEO), NEM (XEM), Augur (REP), Factom (FCT); other relevant services (if the name or details of one of these services is changed for whatever reason, then including

the changed service).

- (5) “User Account means a trading account opened with the method prescribed by the Company in order for the Company to manage Virtual Currency held by the User and Money used by the User to trade using the Service.
- (6) “Use Agreement” means a use agreement for the Service that accords with the provisions in these Terms and that is formed between the Company and a User in accordance with Article 3.3.
- (7) “Antisocial Forces” means organized crime groups, organized crime group members, right-wing groups, antisocial forces, and other persons equivalent to any of those.
- (8) “Important Position In A Foreign Governmental Institution” means a below position in a country:
  - a head of state;
  - a position equivalent to the prime minister, a minister of state, or a senior-vice minister;
  - a position equivalent to the chairperson or vice-chairperson of the House of Representatives or the chairperson or vice-chairperson of the House of Councilors;
  - a position equivalent to a judge of the Supreme or High Court;
  - a position equivalent to an ambassador extraordinary and plenipotentiary, an envoy extraordinary and minister plenipotentiary, a special ambassador, a representative of the government, or a plenipotentiary;
  - a position equivalent to the chief or vice chief of staff of the Joint Staff Office, the chief or vice chief of staff of the Ground Staff Office, the chief or vice chief of staff of the Maritime Staff Office, or the chief or vice chief of the Air Staff Office);
  - an officer of a central bank; or
  - an officer of a corporation with a budget that must be passed by a resolution, or requires the approval, of the parliament of the foreign state.
- (9) “Politically Exposed Person” means a person who is or was in an Important Position In A Foreign Governmental Institution.
- (10) “Relative” means a spouse (including a person with which marriage is not registered but the circumstances are akin to a de facto marital relationship; the same applies in this item (10)); a parent, a child, or a sibling; or a parent or child of a spouse.

### **Article 3 Registration**

- 3.1 Each person wishing to use the Services (an “Applicant”) shall, after agreeing to these Terms, apply for registration to use the Service to the Company by submitting to the Company the information prescribed by the Company (“Registration Information”) with the method prescribed by the Company.
- 3.2 The Company shall decide whether to accept an Applicant’s registration in accordance

with the criteria and procedures (including customer identification procedures at the time of transactions) prescribed by the Company, and if the Company accepts the registration, the Company shall notify the Applicant to that effect, upon which the registration of the Applicant as a User is complete.

- 3.3 When the registration set out in Article 3.2 is complete, a Use Agreement is formed between the User and the Company, and the User will then be able to use the Service with the method prescribed by the Company.
- 3.4 The Company might refuse the registration of an Applicant who has applied for registration in accordance with Article 3.1 if
- (1) all or part of the Registration Information submitted to the Company is false, misleading, or omitted;
  - (2) all or part of the Registration Information submitted to the Company cannot be confirmed with the method prescribed by the Company;
  - (3) the Applicant is a minor, adult ward, person under curatorship, or person under assistance and has not obtained the consent or the like of his or her statutory agent, ward, curator, or assistant;
  - (4) the Company judges that the Applicant is an Antisocial Force or is somehow interacting or involved with an Antisocial Force, such as by cooperating or being involved in its maintenance, operation, or management through providing funding or another means;
- or
- (6) the Company otherwise judges that the Applicant is not suitable for registration.
- 3.5 After the registration set out in Article 3.2 is complete, if customer identifications at the time of transactions prescribed by relevant laws and ordinances are necessary or if the Company otherwise considers it to be necessary, then the Company might once again request the User to submit necessary documents designated by the Company. If these documents are not submitted (including cases where the Company is not contacted by the date designated by the Company, and cases where a the User cannot be contacted with the telephone number or the like notified in advance by the User), then the Company might, at its judgment, suspend all or part of the transactions executed with the User or cancel the registration. In those cases, transactions that have already been executed will remain effective, and the Company will not be liable for damage arising from those transactions or that suspension or cancellation.
- 3.6 If an Applicant's registration as a User under Article 3.2 is not accepted, the Company is not obligated to show the reason for the non-acceptance to the Applicant. In that case, the Company is not obligated to return the documents, etc., that were submitted by the Applicant to the Company.
- 3.7 A registration under these Terms is a registration to use the Service provided by the Company. For a User to use a virtual currency exchange service or another service provided by QUOINE Corporation or another company, the User needs to register with that company with the method prescribed by that company.

#### **Article 4 Change in Registration Information**

If a User's Registration Information has changed, the User shall, without delay and with the

method prescribed by the Company, notify the Company of the change and submit documents requested by the Company.

#### **Article 5 Matters regarding Politically Exposed Persons**

- 5.1 If a User is or becomes a below person, that User shall promptly notify the Company to that effect.
- (1) a Politically Exposed Person
  - (2) a Relative of a Politically Exposed Person
- 5.2 If a matter notified in accordance with Article 5.1 has changed, the User shall, without delay, notify the Company of the change.

#### **Article 6 Management of Login IDs and Passwords**

- 6.1 Each User, at its own responsibility, shall register, manage, and keep its login ID and password; shall not allow a third party to use those; and shall not lend, assign, transfer, sell or otherwise dispose of those.
- 6.2 The Company shall conduct the confirmations at the transaction time by referencing, and confirming the consistency between, (i) the login ID and password entered at the time of logging in to the Website or at the time of using the Service and (ii) the login ID and password that were set in advance. If the customer is deemed to be a legitimate user in the confirmation conducted at the transaction time, then the Company will deem all transactions related to that handling as effective transactions even if the login ID and password are fabricated, falsified, fraudulently used, or used without authority or a similar incident occurs.
- 6.3 Each User is liable, and the Company is not liable, for damage due to the inadequate management, negligence in use, or use (etc.) by a third party of the User's login ID or password
- 6.4 If a User finds that its login ID or password has been stolen or is being used by a third party, then the User must immediately notify the Company to that effect and follow the Company's instructions.

#### **Article 7 Fees and Payment Method**

- 7.1 To use the Service, each User shall pay the service use fee, processing fees, and other charges set out in the trading rules etc. separately set out by the Company.
- 7.2 If a User delays a payment set out in Article 7.1, the User shall pay to the Company a delinquency charge at an annual rate of 14.6% (or on a per diem basis if the period is less than one year).
- 7.3 Unless otherwise set out in these Terms, no User may offset liabilities it owes to the Company against liabilities the Company owes to the User.
- 7.4 Payments under these Terms must, in principle, be made in one of the accepted forms of fiat money and drawn from the User Account. However, payment by drawing Virtual Currency from the User Account might be required if the Company separately sets out that or the User is registered to use a virtual currency-only service.

## **Article 8 User Account**

- 8.1 Each User will hold a User Account by completing the registration procedures set out in Article 3. Each User may, with its User Account, execute transactions using the Service and manage Virtual Currency and Money when registered for QUOINEX related services and Virtual Currency only when registered for QRYPTOS related services. However, if the Company judges, with reasonable grounds, that Virtual Currency or Money in a User Account is related to crime proceeds, then the Company may freeze the User Account.
- 8.2 Each User may, for the purpose of using the Service to execute transactions, charge Money to its User Account pursuant to the procedures for transferring to the bank account designated by the Company and with the method prescribed by the Company. Each User may, with the method prescribed by the Company, deposit Virtual Currency in its User Account. Charged Money and deposited Virtual Currency will be deemed to have been charged or deposited when the Company reasonably confirms the transmission has taken place and not when the User's transfer or other procedures are complete
- 8.3 The Company shall, at a User's request and with the method prescribed by the Company, accept Money withdrawals and Virtual Currency transmissions from the User Account. The User shall, at its responsibility, designate the bank account to receive transferred Money (limited to a bank account in the User's name) or the receiver of transmitted Virtual Currency; and if, in accordance with a User's instructions, the Company transfers Money or Virtual Currency to the bank account or the receiver, then the Company is not liable for that Money or Virtual Currency. The Company is not liable for the accuracy or validity of information provided by a User concerning the transfer bank account or the transmission receiver.
- 8.4 Unless otherwise notified by the Company with reasonable grounds, in principle, three bank business days after the day on which the request was made are required to conduct the Money withdrawal or the Virtual Currency transmission set out in Article 8.3. However, irrespective of whether the request is a withdrawal request or a transmission request, if the amount of Money or Virtual Currency in the User Account in question is insufficient, the Company may cancel the request.
- 8.5 If Money deposited by a User is not used for a long period to purchase Virtual Currency, then the Company may, after notifying the User and without the User's consent, withdraw the Money by transferring it to the deposit account designated by the User under Article 8.3.

## **Article 9 Issuance of Receipt**

- 9.1 Each User consents to receiving a "receipt statement" with an electromagnetic method delivered by the Company when the Company receives Money or Virtual Currency from the User.
- 9.2 The Company shall transmit a message that includes a Receipt Statement to the User's email address.

## **Article 10 Using the Service**

- 10.1 Each User may, during the period that the User is validly registered as a User, use the Service with the method prescribed by the Company within the extent of the purposes set out in these Terms and to an extent that does not breach these Terms.
- 10.2 Each User shall, at its expense and responsibility, prepare (including installing necessary applications) and maintain a communication environment that includes a computer, software, and other equipment and communication lines, required to receive the Service.
- 10.3 Each User shall, at its expense and responsibility, take security measures tailored to the environment in which the Service is used, including measures to prevent infection by computer virus, measures to prevent unauthorized access, and measures to prevent divulgence of information.
- 10.4 If a User causes damage to the Company by breaching these Terms or in relation to using the Service, the User shall compensate for the damage.

#### **Article 11 Spot Trading**

The terms and conditions of use for the Virtual Currency spot trading service, which is part of the Service, are as follows:

- (1) Each User may conduct Virtual Currency spot trading with the Company or another User by placing an order to sell, or placing an order to buy, Virtual Currency in accordance with the method set out by the Company.
- (2) The price of buying or selling Virtual Currency is determined by matching the price presented with the method prescribed by the Company in accordance with the User's instructions and the price presented by the counterparty in the transaction. Depending on the content of the User's order and depending on market fluctuations, etc., after the order placement, the price designated by the User and the actual contract price might differ, but the Company will not be liable for that difference.
- (3) A contract on a Virtual Currency trade is regarded as formed when the price is determined under (2) above. From the time when the Virtual Currency trade is formed, the User may not withdraw or change the order to trade.
- (4) The Company may, in light of volatility and other market conditions, take all or some of the following measures at its discretion and without prior notice to Users: (i) temporary suspension of the Service; (ii) suspension of receiving orders from Users; (iii) cancellation of placed orders; and (iv) forced settlement of positions held by Users.
- (5) Other terms and conditions regarding Virtual Currency spot trading are set out in the trading rules separately set out by the Company.

#### **Article 12 Margin Trading**

- 12.1 The terms and conditions to use Margin Trading for Virtual Currency, which is part of the Service, are set out in the trading rules.

#### **Article 13 Prohibited Acts**

- 13.1 Users may not commit a following act in using the Service:
- (1) an act that infringes an Intellectual Property Right, image right, privacy right, reputation, or any other right or interest of the Company, any User of the Service, or any other third party (including an act that directly or indirectly causes one of these infringements);
  - (2) an act related to or similar to money laundering, an act related to a crime, or an act infringing public order;
  - (3) an act of, within the Service, obtaining or attempting to obtain a profit by conducting an arbitrage transaction or by using the price discrepancy between one pair of currencies and another pair of currencies, or a similar act;
  - (4) an act of depositing Money for a purpose other than the purpose of trading using the Service;
  - (5) an act that breaches a law or ordinance or an internal regulation of the Company or the industry association to which the User belongs;
  - (6) an act of sending information that contains a computer virus or other harmful computer program;
  - (7) an act of altering information that might be used in relation to the Service;
  - (8) an act of sending through the Service data exceeding the size set out by the Company;
  - (9) distributing advertisements or any other act of soliciting another User;
  - (10) an act that constitutes a double spending or duplicate transfer of bitcoins or attempting to conduct that act;
  - (11) an act that might infringe the operation of the Service by the Company;
  - (12) an act in which a person opens or attempts to open multiple User Accounts;
  - (13) an act in which a person opens or attempts to open a User Account in another person's name (including fictitious names); or
  - (14) an act other than those above that the Company judges to be inappropriate.
- 13.2 If the Company judges that a User falls under, or might fall under, an above item in using the Service, then the Company may, at its discretion and without giving prior notice to the User, take countermeasures such as deleting all or part of information sent by the User and deleting or suspending the User's User Account etc. The Company shall not be liable for damage incurred by the User due to a countermeasure taken by the Company under this Article 13.2.
- 13.3 Even if a User's User Account is deleted pursuant to Article 13.2, the Company is not obligated to return the documents, etc., received from the User by the time of deletion.
- 13.4 If the Company has judged that a User conducted or might have conducted an act stated in Article 13.1(3) within the Service, then the Company may, at its discretion and without prior notice to the User, take measures to cancel and retribute the User's transaction, and the Company may make a claim to the User for profit obtained through the transaction and for damage incurred by the Company due to the transaction.

## **Article 14 Suspension of the Service**

- 14.1 The Company may, without prior notice to Users, suspend or discontinue all or part of use of the Service if
- (1) the Company conducts a regular or urgent inspection, or regular or urgent maintenance, of a computer system related to the Service;
  - (2) a computer, communication line, or the like shuts down due to an accident;
  - (3) operation of the Service becomes impossible due to a fire, power failure, natural disaster, or any other force majeure;
  - (4) an asset of the Company is stolen through hacking or any other method;
  - (5) a system necessary to provide the Service is defective;
  - (6) the Company is to investigate unauthorized use of the like of User Accounts;
  - (7) the liquidity of Virtual Currency decreases; or
  - (8) the Company otherwise judges that a suspension or discontinuance is necessary.
- 14.2 The Company may end provision of the Service at its convenience. In that case, the Company shall notify Users in advance.
- 14.3 The Company is not liable for damage incurred by a User due to a measure taken by the Company under this Article 14.

## **Article 15 Response to Abnormal Rate or Failure**

- 15.1 If a contract is made at a price different from the price that should be contracted due to a delay in executing the order or in the stop-out, or the like, then the Company shall investigate the User's order status by comparing market price movements at the time of the failure, and if it is confirmed that there is a difference between the price that should be contracted and the actual contract price, then the Company shall respond by taking the measure of correcting the contract price or transferring money or using another measure.
- 15.2 If an order that should be contracted is not made or if a contract that should be changed or cancelled is made, the Company shall investigate in the same way as that stated in Article 15.1, and if it is confirmed that there is a difference between what the contracting situation should be and the actual contracting situation, then the Company shall restate the order. However, if a new order contract is not made, the Company will not, in principle, restate the order, because the Company cannot guarantee that the User will have the opportunity to place a settlement order during the failure.
- 15.3 If the Company has presented an abnormal rate ("Bug Rate") due to a system failure, etc., then prices that the Company judges are due to a Bug Rate will all be treated as invalid. The Company shall cancel, or correct the contract price to the market price for, orders formed at a Bug Rate.
- 15.4 The Company shall respond to Users for whom stop-out judgment or execution was delayed in the same way as that stated in Article 15.1 and Article 15.2. However, regarding some special orders, including trailing stop orders, the Company will not, in principle, correct the contract price or restate the order.
- 15.5 In addition to the measures set out in Article 15.4, if the Company acknowledges it to

be appropriate, then the Company may, at its discretion, cancel the contract, correct the contract price, or take any other necessary measure.

#### **Article 16 Attribution of Rights**

- 16.1 Ownership rights and Intellectual Property Rights related to the Website or to the Service all belong to the Company or to the person who has granted a license to the Company, and the granting of a license to use the Service based on the registration set out in these Terms does not mean the granting of a license to use those Intellectual Property Rights related to the Website or the Service. Each User shall not, for whatever reason, commit an act that might infringe an Intellectual Property Right of the Company or of a person who has granted a license to the Company (including, but not limited to, disassembly, decompilation, and reverse engineering).
- 16.2 The Company may, at no cost, freely use (including reproducing, copying, altering, sublicensing to a third party, and any other use) the words, images, videos, and other data posted on or otherwise sent by a User to the Website or the Service.

#### **Article 17 Cancellation of Registration, Etc.**

- 17.1. If a below event applies to a User, the Company may, without prior notice or demand, temporarily suspend that User from using the Service or cancel that User's registration. In either of those cases, transactions that have already been executed will remain effective and cannot be cancelled or withdrawn.
- (1) The User breaches these Terms.
  - (2) The User's Registration Information is found to contain a false representation of fact.
  - (3) The User uses, or attempts to use, the Service for a purpose, or in a method, that might damage the Company or another User or any other third party.
  - (4) The User, irrespective of the means used, interferes with the operation of the Service.
  - (5) A payment of the User is suspended; the User becomes insolvent; or a petition is filed against the User for commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, commencement of special liquidation, or commencement of similar proceedings.
  - (6) A negotiable instrument or a check that was drawn or accepted by the User is dishonored or the User is subject to disposition to suspend transactions with a clearinghouse or a similar disposition.
  - (7) A petition for attachment, provisional seizure, provisional disposition, compulsory execution, or auction is filed against the User;
  - (8) The User is subject to disposition for non-payment of taxes or duties.
  - (9) The User dies or a ruling is issued against the User for commencement of guardianship, commencement of curatorship, or commencement of assistance.
  - (10) The User has not used the Service for three months or more since the last time it used the Service does not respond when contacted by the Company.

- (11) The User cannot be reached by the Company via e-mail or telephone.
  - (12) The User falls under an item in Article 3.4.
  - (13) The User uses socially unacceptable language or behavior towards the Company or an employee of the Company.
  - (14) The Company otherwise judges that it is inappropriate to continue the User's registration.
- 17.2 If a User falls under an above item, the liabilities owed to the Company by that User will automatically become due and the User shall immediately pay all its liabilities to the Company.
- 17.3 The Company is not liable for damage incurred by the User due to the Company conducting an act under this Article 17.
- 17.4 Each User may, by notifying the Company with the method prescribed by the Company, temporarily suspend its use of the Service or cancel its registration.
- 17.5 Even if a User has temporarily suspended its use of the Service or has cancelled its registration in accordance with the provisions of this Article 17, the Company is not liable to return documents, etc., that were received from that User by the time of the suspension or cancellation, and, further, the Company shall retain the User's information for the period prescribed by the Company.
- 17.6 Related to cancellation of the User Account in accordance with this Article 17, at the Company's discretion, the User's held positions may be forcibly liquidated through opposing trades at market at any time by the time of such cancellation.
- 17.7 Related to cancellation of the User Account in accordance with this Article 17, the Company will clear Money and Virtual Currencies held at the User's User Account in accordance with the method stipulated in Articles 8.3 and 8.4. If there is any deficit in Money or Virtual Currencies in the User Account, the User shall repay Money or transfer Virtual Currencies responding to such deficit to the Company.

## **Article 18 Exemption from Liability**

- 18.1 The Company does not guarantee and is not liable (including defect liability) with respect to trading Virtual Currency or the value, function, place of use, or intended use of Virtual Currency. Even if a User has, from the Company, directly or indirectly obtained information related to the Service or to another User, the Company will not provide a guarantee to the User that goes beyond the extent set out in these Terms.
- 18.2 The Company conducts services that provide a platform for trading Virtual Currency and is not obligated to conclude User's orders. Therefore, if an order of a User is not concluded or an event occurs that obstructs the formation or validity of an agreement, such as nullification, cancellation, or rescindment of a formed purchase agreement, then the Company will not be liable to the User to compensate for damage.
- 18.3 Each User shall, at its responsibility and expense, investigate whether its use of the Service will violate a law or ordinance or will breach an industrial association's internal regulation or other rule that applies to the User, and the Company does not guarantee that a User using the Service will conform to the laws, ordinances, industrial association's internal regulations, and other rules that apply to that User.

- 18.4 Each User shall, at its responsibility, handle and resolve a trading, communication, disputes, and the like between itself and another User or a third party in relation to the Service or the Website, and the Company is not liable for those matters.
- 18.5 The Company is not liable to compensate for the following damage: (i) discontinuance, suspension, termination, unavailability, or alteration of the Service, (ii) deletion or loss of a User's message or information, (iii) cancellation of a User's registration, (iv) data loss or failure of or damage to equipment due to using the Service, or (v) any other damage incurred by a User related to the Service.
- 18.6 Even if the Website links to another website or the Website is linked to from another website, the Company is not, for whatever reason, liable for websites other than the Website or liable for information available on websites other than the Website.
- 18.7 The Company may cancel a transaction concerning Virtual Currency in the Service due to system failure. In that case, the Company is not liable to compensate for damage incurred by Users due to cancellation or otherwise related to the Service.
- 18.8 The Company is not liable to compensate for damage incurred by a User due to a future establishment or revision of (i) a law, ordinance, statute, rule, order, circular notice, municipal ordinance, guideline, or any other regulation that applies to Virtual Currency ("Law Etc.") or (ii) a related tax system that includes consumption tax.
- 18.9 The Company is not liable to retroactively compensate for damage incurred by a User due to the retroactive effectuation of a future establishment or revision of a Law Etc. or of a related tax system that includes consumption tax that applies to Virtual Currency.
- 18.10 The Company does not guarantee the value, stability, or legality of Virtual Currency. The Company is not liable for damage arising due to a User insufficiently understanding the nature, mechanisms, market operations, etc., of Virtual Currency.

## **Article 19 Confidentiality**

- 19.1 In these Terms, "Confidential Information" means information related to the technologies, business, operations, financial affairs, organization, or other matters of the Company provided or disclosed to a User by the Company, or otherwise obtained by a User, in writing, orally, through storage media, or through other means in relation to these Terms or the Service. However, the following information is not Confidential Information:
- (1) information that was already publicly known or that had already been obtained by the User when the information was provided or disclosed to the User by the Company or when it was obtained by the User;
  - (2) information that became publicly known through published material or any other means for a reason not attributable to the User after the information was provided or disclosed to the User by the Company or obtained by the User;
  - (3) information that the User legally obtained without the imposition of a confidentiality obligation from a third party who has the authority to provide or disclose the information;
  - (4) information that the User has independently developed without relying on Confidential Information; and

- (5) information for which the Company has confirmed in writing that maintaining its confidentiality is not required.
- 19.2 Each User shall use Confidential Information only for the purpose of using the Service and may not provide, disclose, or divulge the Company's Confidential Information to a third party without the Company's written consent.
- 19.3 Notwithstanding Article 19.2, each User may disclose Confidential Information in accordance with an order, request, or requirement of a law, court, or governmental institution. However, if a User is so ordered, requested, or required, the User shall promptly notify the Company to that effect.
- 19.4 When a User is requested by the Company, that User shall, without delay and in accordance with the Company's instructions, return or destroy (i) Confidential Information, (ii) documents and other storage media that contain Confidential Information, and (iii) all copies of those documents and other storage media.

#### **Article 20 Amendment to these Terms, Etc.**

- 20.1 The Company may freely change the details of the Service.
- 20.2 The Company may amend these Terms (including Regulations Etc.; the same applies in Article 20.3).
- 20.3 If the Company intends to amend these Terms, the Company shall notify the amendment schedule, details of the amendment, and the effective date of the amendment, and, on or after the effective date, if a User uses the Service or if a User does not conduct the registration-cancellation procedures within the period prescribed by the Company, then it will be deemed that that User has agreed to the amendment of these Terms.

#### **Article 21 Notices, Etc.**

The following must be performed with the method prescribed by the Company: (i) communication and notices, including inquiries about the Service, sent by a User to the Company and (ii) communication and notices, including notices regarding an amendment of these Terms, sent by the Company to Users.

#### **Article 22 Transfer of Rights, Etc.**

- 22.1 No User may, without the Company's prior written consent, transfer or assign to a third party or create a security interest on or otherwise dispose of the User's contractual status under the Use Agreement or a right or obligation under these Terms.
- 22.2 If the Company has transferred business of the Service to another company, then the Company may, along with the business transfer, transfer to the business's transferee the Company's status under the Use Agreement, the Company's rights and obligations under these Terms, Users' Registration Information, and other customer information, and, in this Article 22.2, it is deemed that each User agrees to those transfers. The business transfer set out in this Article 22.2 includes not only normal business transfers but also company splits and other forms of business transfer.

**Article 23 Governing Law and Jurisdiction**

These Terms are governed by the laws of Singapore, and Singapore is the agreed exclusive jurisdiction of first instance over disputes arising out of or related to these Terms.

**Article 24 Consultation**

If a matter is not set out in these Terms or if a doubt arises regarding the construing of these Terms, then the Company and each User shall promptly resolve the problem upon mutual consultation in the principle of good faith.

September 15, 2017