

FUSANG PLATFORM'S TERMS OF USE

1. INTRODUCTION

This Terms of Use ("**Terms**") govern your access to, and use of the websites, applications and other electronic platforms (collectively, "**Platform**") owned and operated by Fusang Exchange Limited and all of its subsidiaries and associated companies (collectively, "**Fusang Group**", "**we**", "**us**", or "**our**").

By accessing or using our Platform, you agree and acknowledge to comply with, and be bound by these Terms, which constitute a legally binding agreement between you and the Fusang Group. You are encouraged to review these Terms each time you use our Platform, as Fusang Group reserves the right to modify, update or amend these Terms from time to time without prior notice. The updated Terms on our Platform shall be effective immediately upon it being posted on the Platform.

If you carry out any transaction through the Platform, such transaction may be subject to additional terms and conditions ("**Transaction-Specific Terms**"), which you will be required to read and accept at the relevant time. In the event of any inconsistency between these Terms and the Transaction-Specific Terms, the Transaction-Specific Terms shall prevail to the extent of the inconsistency in respect of that transaction and any matters ancillary thereto.

2. YOUR OBLIGATIONS

You must comply with all instructions provided by Fusang Group about how to use the Platform. You are strictly prohibited from engaging in any conduct that interferes with or adversely affects the normal operation of the Platform, including the ability of other users to access or use the Platform.

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

3. ACCOUNT REGISTRATION

You may be required to register an account with Fusang Group to access certain parts of our Platform. As part of the registration process, Fusang Group may provide you with a username and password or other appropriate log-in details for your account registration. Notwithstanding the foregoing, you are responsible for maintaining your log-in details confidential, to avoid unauthorised access to your account. You further acknowledge that you are responsible for all and any use of the Platform through your account, whether or not it is authorised by you.

In connection with your account registration, you agree and acknowledge that the information provided to Fusang Group is true, accurate and complete, and that you shall ensure the accuracy of the information provided throughout your account's subsistence on our Platform.

For further information, enquiries regarding account registration, or requests for account deactivation, please contact the Fusang Group at support@fusang.co. In the event you suspect your account has been compromised or is no longer secure, you must immediately notify us via the same channel to facilitate the suspension of your account.

4. IDENTITY VERIFICATION

Upon our request, you shall promptly provide Fusang Group with all such information as we may require for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crimes.

You may be required to complete certain verification procedures before you are permitted to access and use our services through our Platform. 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 Group with the information described above, you permit Fusang Group to keep a record of the information and confirm that the information is accurate and true.

You authorise Fusang Group to make the enquiries or cross-reference, whether directly or through third-party applications, that Fusang Group considers necessary to verify your identity or protect you and/or us against fraud or other financial crime. Fusang Group is authorised to take any actions which we reasonably deem necessary based on the results of such enquiries.

Please also refer to the Privacy section contained herein.

5. ELIGIBLE USERS

The following are the conditions that you must satisfy to access to our Platform, and each time you access our Platform, you represent and warrant to Fusang Group that:

- if you are an individual, that you are 18 years of age or older, capable of forming a binding contract with Fusang Group, and under no legal impediment or incapability;
- if you are an authorised representative of a company, that you have the authority from that company to access our Platform and form a binding agreement with Fusang Group on behalf of that company;
- you have not previously been suspended or removed from accessing our Platform;
- you are not identified as a “Specially Designated National” by the U.S. Office of Foreign Assets Control, or otherwise subject to any sanctions or restrictions which may affect Fusang Group’s 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 our Platform;
- all information and documentation that you have provided to Fusang Group for the purposes of receiving any service from Fusang Group 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 shall promptly update Fusang Group 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 Group; 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 the Platform.

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

6. RIGHTS TO SUSPEND OR TERMINATE PLATFORM ACCESS

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

7. INTELLECTUAL PROPERTY

All intellectual property rights in the logos and designs, information, data, text, code, images, links, sounds, graphics, videos, and other materials (“**Intellectual Property Materials**”) contained in or displayed on our Platform belong to Fusang Group and/or its licensors. Fusang Group reserves the right to update, modify and change the Intellectual Property Materials available on the Platform, including the removal of such Intellectual Property Materials, at any time, in its discretion, without notice to you.

You may download or print extracts from the Platform solely for your personal, non-commercial use. Save as expressly permitted herein, you shall not reproduce, distribute, modify or otherwise use any

part of the Intellectual Property Materials contained in or displayed on the Platform without our express prior written consent. To the extent that the Platform contains any functions that allow you to access or download specific Intellectual Property Materials through the Platform, your use of such functions and any downloaded materials may be subject to separate terms and conditions which you will be required to review and accept at the relevant time.

8. LINKS ON OUR PLATFORM

Our Platform may contain, display or provide links to information, content or materials that have not been devised or verified by Fusang Group and/or any of its officers, employees or agents. For the avoidance of doubt, such information, content or materials are solely for informational purposes only. Fusang Group disclaims all liability for their accuracy and completeness, and does not endorse any opinions expressed therein.

Fusang Group does not represent or warrant that the information made available on the Platform or the provision of any hyperlinks to you, does not infringe any third-party rights. Where the Platform contains a link to external websites, Fusang Group does not endorse, recommend, approve, guarantee or introduce any third parties, or the services and/or products that such third parties may offer. Fusang Group assumes no responsibility or liability for such third parties, for the content available on their websites, or for any loss or damage that may arise from your access to or use of such external websites.

You are granted a limited, revocable right to link the home page of our Platform on any website you operate, provided that you do not suggest any form of association, approval or endorsement by Fusang Group without our express prior written permission. For the avoidance of doubt, you shall not link our Platform on any website that you operate, except as expressly permitted herein. Fusang Group reserves the right to withdraw or reject link permission and you agree to promptly delete such link at the request of Fusang Group.

9. NO FINANCIAL SERVICES ACTIVITIES OR ADVICE

The information, content and materials contained in our Platform do not constitute, and should not be construed as, an offer or solicitation to buy or sell financial instruments, create or operate a trading platform, facilitate or solicit deposits or payments, or provide any financial services of any kind in any jurisdiction.

Nothing contained on the Platform shall be construed as advice of any kind (including financial advice) and does not take into account your objectives, financial situation or needs. You should seek appropriate professional advice when necessary.

10. LIABILITY

While Fusang Group will use reasonable care and skill in operating the Platform, the information, content and related digital services provided by us on our Platform, are provided on an "as is" and "as available" basis. Fusang Group makes no representations or warranties, whether express or implied, that the Platform will be uninterrupted, error-free, or secure from malware or other cybersecurity events.

To the maximum extent permitted by law, except as expressly set out in these Terms, Fusang Group excludes:

- all conditions, representations, warranties and statutory guarantees, whether express or implied, in relation to the Platform. Nothing on the Platform 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 the Platform.

To the extent Fusang Group is unable by law to exclude any implied condition, representation, warranty or statutory guarantee in relation to the use of our Platform, Fusang Group shall limit its liability to a breach in the re-provision of those goods or services, or the payment for such re-provision. This is without prejudice to any other exclusions or restrictions of the liability in connection with the Platform.

Notwithstanding anything to the contrary under these Terms, Fusang Group shall not be liable for any breach of these Terms or any agreement entered into pursuant to, or in connection with, these Terms, to the extent that such breach arises from unforeseeable circumstances beyond our reasonable control, including but not limited to any action or omission necessary or reasonably desirable to comply with applicable laws, rules, or regulations.

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

- indemnify, to the extent permitted by applicable law, Fusang Group against any action, claim, proceeding, loss, damage, expense or liability in which it suffers or incurs directly or indirectly arising from your use of the Platform; and
- release Fusang Group against any action, claim, proceeding, loss, damage, expense or liability you have suffered or incurred directly or indirectly arising from your use of the Platform.

11. PRIVACY

Fusang Group will manage any personal information that it collects through the Platform in accordance with the Fusang Group Privacy Policy ("**Privacy Policy**") and all applicable laws. Please refer to the Privacy Policy at <https://fusang.co/legal>, which governs the collection and processing of personal information in connection with the products and services provided by Fusang Group.

By accessing our Platform, you hereby acknowledge that you have read and understood the Privacy Policy, and consent to our collection, use and processing of your personal information as described therein.

Without limiting to the generality of these Terms or the Privacy Policy, you represent and warrant that:

- your disclosure of any personal data to Fusang Group 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 Group, you have read and understood the Privacy Policy and, in the event of disclosure of personal data relating to an individual other than yourself, you have provided, or will promptly provide, the latest copy of the Privacy Policy to the individual whose personal data you have disclosed to Fusang Group; and
- in the event Fusang Group provides you with an updated version of the Privacy Policy, you will promptly review it and provide a copy to any individuals whose personal data you have disclosed to Fusang Group.

Fusang Group reserves the right to request additional information and/or perform additional verification or screening prior to granting access to certain services on the Platform. You hereby authorise and consent, either directly or through a third-party that owes a duty of confidentiality to Fusang Group, to:

- 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 associated 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 the Platform; and
- take any action that Fusang Group considers necessary as a result of such verification and screening, including further requests or enquiries to third parties. You authorise and consent to Fusang Group sharing any personal 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 requests or enquiries.

Fusang Group may, at any time, process and transfer the personal data relating to you and/or personal data provided by you relating to others, to any of its affiliates and/or subsidiaries, subject to compliance with the applicable laws and regulations.

12. COMMUNICATIONS

Communications over the internet and through our Platform may be subject to interruption, transmission blackout, and transmission delay due to internet traffic, or incorrect data transmission beyond our control. Fusang Group assumes no liability for transmission failures or data inaccuracies caused by such factors. Please exercise caution, and verify any relevant details and/or communications by alternative means should you have any doubt about the accuracy of the details and/or communication.

For compliance, security, and quality assurance purposes, any communications with Fusang Group 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.

13. COMPLIANCE WITH LAWS AND REGULATIONS

You are responsible for complying with all applicable laws and regulations in connection with your use of the Platform, including but not limited to the reporting of any transactions, and the calculation and payment of all applicable taxes within any relevant jurisdiction. You shall not use our Platform in any manner that violates such laws or regulations. You further agree and undertake not to transmit any material from the Platform that encourages conduct constituting a criminal offense, gives rise to civil liability or otherwise violate any applicable laws and regulations.

For the avoidance of doubt, we provide no advisory services regarding your legal, accounting and tax obligations. 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.

14. GOVERNING LAW

These Terms shall be construed in accordance with and governed by the laws in force in Malaysia.

15. SUBMISSION TO ARBITRATION

Any dispute, controversy, difference or claim arising out of or relating to these Terms, including but not limited to 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**”), in accordance with the HKIAC Administered Arbitration Rules in force at the time the notice of arbitration is submitted. The seat of arbitration will be Hong Kong.

16. SEVERABILITY

If any provisions of these Terms, including any terms and conditions or information incorporated by reference, is determined to be or becomes illegal, invalid or otherwise unenforceable, that provision shall be severed and deleted to the extent necessary in the jurisdiction in which it is illegal, invalid, or unenforceable, and the remaining Terms will survive, remain in full force and continue to be binding and enforceable.

17. LANGUAGE

These Terms may be translated into various languages for convenience. In the case of a discrepancy or inconsistency between the English version of these Terms and any translated versions thereof, the English version shall prevail.

18. INQUIRIES

Please contact Fusang Group at support@fusang.co if you have any questions about these Terms or the use of our Platform.

Effective Date: 6 April 2026