

Terms and Conditions

Last updated: December 28, 2018

These Terms and Conditions prescribe the conditions of use of all services provided by CryptoGain (the “Service”). Please read these Terms and Conditions before using the Service.

Article 1 (Definitions)

- (1) The “Company” means CryptoGain G.K.
- (2) The “Website” means websites operated by the Company under the domain, “mycryptogain.io”. This includes websites after any domain changes.
- (3) The “Service” means all services provided by the Company. This includes services after any name changes.
- (4) The “Account” means the account provided by the Company to the applicant of the Service that is required for using the Service.
- (5) The “Registered User” means the person who registered an Account based on the procedures set forth in Article 4.
- (6) The definition of “Applicant” is prescribed in Article 4.
- (7) The definition of “Account Information” is prescribed in Article 4.
- (8) The “Service Agreement” means the agreement for the Service concluded between the Company and the Registered User based on Article 4, Paragraph 3.

Article 2 (Application of the Terms and Conditions)

1. The purpose of these Terms and Conditions is to prescribe the conditions of providing or using the Service and matters related to the rights and obligations between the Registered User and the Company regarding the Service. These Terms and Conditions is applied to all relations regarding the use of the Service between the Registered User and the Company.
2. In addition to these Terms and Conditions, the rules and regulations regarding the overall Service posted by the Company on the Website (irrespective of the name such as “Rules”, “Guidelines”, or “Policy”) constitute a part of these Terms and Conditions.
3. In the Service, individual terms of use may be prescribed for each individual service in addition to these Terms and Conditions (the “Individual Terms of

Use”). If there are any differences between the Terms of Conditions and the Individual Terms of Use, provisions of the Individual Terms of Use shall prevail.

Article 3 (Amendment to the Terms and Conditions)

1. The Company may amend the provisions of the Terms and Conditions (including those published on the Website as “Rules”, “Guidelines”, “Policies” and other individual terms of use) as necessary without any prior notice to the Registered User.
2. In cases where the Company amends provisions pursuant to the preceding paragraph, the Company will notify such amendments to the Registered User. It will be deemed that the Registered User has agreed to the amendments if the Registered User uses the Service after such amendments are notified or fails to delete the CryptoGain Account within the period designated by the Company.

Article 4 (Registration)

1. A person who wishes to use the Service (the “Applicant”) may submit an application to the Company for registering a CryptoGain Account by agreeing to review these Terms and Conditions and the Individual Terms of Use, and providing certain information designated by the Company (“Account Information”) to the Company according to the method designated by the Company.
2. The Company will determine whether to approve the registration of the Applicant in accordance with the Company’s standards. If the Company approves the registration of the Applicant, the Company will notify the Applicant, and the registration of the CryptoGain Account will be deemed completed based on such notice.
3. Upon completion of the registration set forth in the preceding paragraph, the Service Agreement for the Service according to the provisions in these Terms and Conditions will be executed between the Registered User and the Company, and the Registered User may use the Service based on the method designated by the Company.

4. If any of the following conditions are met, the Company may deny registration and re-registration by the Registration Applicant. In such cases, the Company is not obligated to disclose the reasons of denial of registration to the Registration Applicant, and is not obligated to return documents and the like received from the Registration Applicant:

- (1) all or a part of the Registration Information provided to the Company is false or erroneous, or if there is an omission of necessary information;
- (2) the Applicant is a minor, an adult ward, a person under curatorship, or a person under assistance, and a consent of the legal representative, guardian, curator or assistant has not been obtained;
- (3) the Company determines that the Applicant is associated with antisocial forces and the like (the "Antisocial Forces"), the Applicant is interacting or involved with the Antisocial Forces by cooperating with the maintenance, operation or management of the Antisocial Forces through provision of funds or other means, or the Applicant falls under the above in the past five years;
- (4) the Company determines that the Applicant is conducting the acts listed in the respective items of Article 9, Paragraph 1 or the respective items of Article 11, Paragraph 1, or the Applicant has previously conducted such acts;
- (5) the Applicant resides in a country or territory where the Company does not provide the Service, or the Applicant falls under conditions prescribed by the Company which prohibits the Company from providing the Service;
- (6) the application was filed by a person who has previously breached these Terms of Conditions; or
- (7) the Company otherwise determines that registration by the Applicant is inappropriate.

Article 5 (Changes to the Account Information)

If there are any changes to the Account Information, the Registered User shall promptly notify the Company of such changes according to the method designated by the Company.

Article 6 (Management of Email Information and Passwords)

1. The Registered User, under one's own responsibility, shall properly set, manage and store Email Information (the "Registered Email Address"), the user name and the password registered according to Article 4, and shall not allow a third party to use such password, or lease, transfer, or sell such information, or engage in any other similar act.
2. The Company will identify the Registered User by confirming a match between the Email Information (or Account Name) and password used to log in to the Service with the Email Information (or Account Name) and password registered by the Registered User. All transactions entered after such successful user identification according to the above, will be considered valid transactions.
3. The responsibility for any damage suffered due to the insufficient management, erroneous use, divulgence, third-party use or theft of the Registered Email Address, the user name (Account Name) or password will be borne by the Registered User, and the Company will not be liable in any way. Irrespective of whether the Registered User personally entered the information, the Company will deem the act of using the Registered Email Address or the user name (Account Name) and password as an act by the Registered User.
4. In cases where the Registered User finds that the Registered Email Address, the user name (Account Name) or password was stolen or used by a third party, the Registered User shall immediately notify the Company and act according to the instructions of the Company.

Article 7 (Fees and Payment Method)

1. If a service fee is prescribed for individual services upon using the Service, the Registered User shall pay such service fee to the Company.
2. The Registered User shall pay a delinquency charge to the Company at a rate of 14.6% per annum if the Registered User delays payment of the service fee.

Article 8 (Use of Service)

1. During the period that the Registered User is validly registered as a Registered User, the Registered User may use the Service within the scope of purpose of the Terms and Conditions and the Individual Terms of Use according to the method designated by the Company to the extent that such use is not in breach of these Terms and Conditions and the Individual Terms of Use.
2. It is the responsibility of the Registered User to prepare and maintain computers, software and other equipment, communication lines and any other services required to use the Service.
3. The responsibility is on the Registered User to take security measures for preventing the infection of computer viruses, unauthorized access and divulgence of information.
4. The Registered User is liable for damages caused to the Company by using the Service or violating the Terms and Conditions.
5. The Registered User agrees to carefully read these Terms and Conditions and the Individual Terms of Use before using the Service, and use the Service under its own judgment and responsibility after understanding the content, functionality, and risks of the Service.

Article 9 (Prohibited Matters)

1. The Registered User shall not conduct any of the following acts when using the Service:
 - (1) infringing the intellectual property rights or portrait rights of the Company or other Registered Users or any other third party;
 - (2) act of commercially using copyrighted works involving intellectual property rights, including copyrights, or portrait rights of the Company, or reproducing such copyrighted works to a third party, without obtaining the prior approval of the Company;
 - (3) infringing the privacy right, honor, or any other rights or interests of the Company, the Company's affiliate or any other related party of the Company, or other Registered Users or any other third party in the Service;

- (4) collecting or accumulating personal information and the like of other Registered Users;
- (5) act of fraud, establishment or solicitation of pyramid schemes, purchase or sale of illegal products or services, transfer of criminal proceeds or use of service based thereon;
- (6) act related to criminal activity or act that is contrary to public order or morality;
- (7) sending information related to relationship with people of opposite sex and the like;
- (8) soliciting other Registered Users for ad distribution and the like (excluding cases that are approved by the Company);
- (9) violating laws or the internal rules of an industry group with which the Company or the Registered User is affiliated;
- (10) sending information containing a computer virus or any other harmful computer program or act of destroying, obstructing, or applying gratuitously excessive burden on the systems, servers, networks or other functions managed by the Company;
- (11) using errors, bugs, security holes or other defects related to the Service or in the systems, servers or networks and the like being managed by the Company;
- (12) falsifying information that can be used in relation to the Service;
- (13) sending data excess of the data capacity prescribed by the Company;
- (14) obstructing the operation of the Service by the Company;
- (15) impairing the credibility of the Company by circulating rumors or untrue facts, using fraudulent means or through intimidation, or act of making threats;
- (16) using one CryptoGain Account by multiple people, using a third party's CryptoGain Account, or allowing a third party to use a CryptoGain Account;
- (17) registering, or attempting to register, a CryptoGain Account in the name of a third party, or providing false information to the Company regarding all or a part of the Registration Information pertaining to a CryptoGain Account;
- (18) using the Service for commercial purposes such as providing the Service to a third party other than a Registered User for a fee (excluding cases where a license agreement is separately executed with the Company

- regarding the Service);
- (19) act which directly or indirectly induces, or facilitates, the acts listed in each of the preceding items; or
- (20) any other act determined inappropriate by the Company.
2. If the Registered User conducts any of the acts prescribed in the preceding paragraph, or if the Company determines that there is indication that the Registered User is performing such acts, the Company, at its own discretion, without prior notice to the Registered User, may delete data that has been submitted by the Registered User and/or terminate or suspend the Registered User's account(s). The Company is not liable for any damages to the Registered User caused by such actions taken by the Company.
 3. In cases where the Registered User's accounts are terminated according to the above paragraph, the Company is not obligated to disclose the reasons of the termination to the Registered User, and is not obligated to return documents and the like received from the Registration User before the termination.

Article 10 (Termination of Service)

1. Under certain circumstances such as those listed below, the Company may suspend or terminate all or a portion of the Service without prior notice to the Registered User:
 - (1) when the Company performs a periodic or emergency inspection or maintenance of hardware and software related to the Service;
 - (2) computers or communication lines are suspended due to an accident;
 - (3) the Service cannot be provided due to a blackout, earthquake, fire, calamity, war, political change, strike, amendment to laws or regulations, or any other force majeure event;
 - (4) when the Company performs an investigation of CryptoGain Accounts and the like;
 - (5) the Company determines that it is not possible to continue providing the Service due to laws, political measures or changes in social conditions and the like; or
 - (6) the Company otherwise determines that it is necessary to suspend or terminate the Service.

2. Notwithstanding the preceding paragraph, the Company may change the content of the Service or terminate the provision of the Service according to its own discretion.
3. The Company will not be liable in any way for any damages incurred by the Registered User or a third party due to the measures taken by the Company pursuant to the preceding two paragraphs.

Article 11 (Account Termination)

1. Under certain circumstances such as those listed below, the Company may delete all or a portion of the information sent by the Registered User, suspend the use of the Service by the Registered User, terminate the CryptoGain Account of the Registered User, or terminate the Service Agreement without prior notice or warning to the Registered User:
 - (1) the Registered User breaches a provision of the Terms and Conditions or the Individual Terms of Use or the Company determines that there is a possibility that a breach has occurred;
 - (2) false facts are discovered in the Account Information;
 - (3) the Registered User used, or attempted to use, the Service for any purpose or method that may cause damage to the Company, other Registered Users or other third parties, or the Company determines that there is a possibility that such incident has occurred based on inquiry, declaration or news and the like by a public institution, a self-regulatory organization, or any other third party;
 - (4) the Registered User obstructed the operation of the Service irrespective of the means thereof;
 - (5) the Registered User suspends payment or becomes insolvent, or a petition is filed against the Registered 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 petition is filed against the Registered User for attachment, provisional attachment, provisional disposition, compulsory execution or public auction;

- (7) the Registered User fails to pay the required fee by the payment date;
 - (8) the Registered User receives a disposition for failure to pay taxes and public dues;
 - (9) death of the Registered User, or the Registered User receives an order for commencement of guardianship, commencement of curatorship or commencement of assistance;
 - (10) the Registered User falls under the respective items of Article 4, Paragraph 4, or the Company determines that there is a possibility thereof;
 - (11) the Company receives instructions or demands from a public institution or a self-regulatory organization; or
 - (12) the Company otherwise determines that it is inappropriate to register the Registered User as a Registered User or continue the Service Agreement.
2. When any of the conditions in the preceding paragraph are met, the Registered User shall forfeit its benefit of time regarding any debt against the Company, and shall immediately pay all such debt to the Company.
 3. The Company will not be liable in any way, irrespective of the reason, for any damage incurred by the Registered User due to the measures taken by the Company pursuant to Paragraph 1.
 4. The Registered User may cancel its own CryptoGain Account by notifying the Company according to the method designated by the Company. In such case, if the Registered User has any debt against the Company, the Registered User shall forfeit its benefit of time regarding such debt, and shall immediately pay all such debt to the Company.

Article 12 (Ownership of Rights)

1. The ownership and intellectual property rights regarding the Website and the Service belong to the Company or the party who provided a license to the Company, and the license of the Service based on these Terms and Conditions and the Individual Terms of Use shall not imply the grant of a license of the intellectual property rights of the Company or the party who received a license from the Company regarding the Website or the Service. The Registered User shall not, irrespective of the reason, engage in any act

(including, but not limited to, disassembly, decompilation, and reverse engineering) that infringes, or may infringe, the intellectual property rights of the Company or the party who provided a license to the Company.

2. The Company may use (including replication, copy, alteration, sublicense to a third party and all other usage) texts, images, videos and other data posted or otherwise sent by the Registered User in relation to the Website or the Service.

Article 13 (Disclaimer and Exemption of Liability)

1. The Company does not warrant that the Service is free from defects. If a defect is discovered in the Service, while the Company would make the effort to repair the defect, the Company will not be liable for any damage incurred by the Registered User due to such defect in the Service.
2. The Company does not warrant the truthfulness, concurrence or certainty and the like regarding the information provided by the Company. The Company will not be liable in any way for any damage incurred by the Registered User due to any information provided by the Company.
3. the Company will not be liable in any way for any damage consequently suffered by the Registered User or a third party if the Service is suspended or restricted due to the Registered User's erroneous input or any other act, malfunction, failure or operational status of the communication system or equipment of the Registered User, the Company or a third party, calamities, cyberattacks or any other reason.
4. The Registered User shall investigate, under its own responsibility and cost burden, whether the use of the Service is in violation of laws that are applicable to the Registered User or in breach of the internal rules and regulations of an industry group, and the Company does not in any way warrant that the use of the Service by the Registered User is compliant with laws that are applicable to the Registered User and the internal rules and regulations of an industry group.
5. Any transaction, communication or dispute that arises between the Registered User and another Registered User or a third party in relation to the Service or the Website shall be handled and resolved under the

responsibility of the Registered User, and the Company shall not be liable in any way regarding such matters.

6. The Registered User shall use the Service and the Website under its own responsibility. The Company does not warrant the validity or compatibility of the Website and the Service in relation to the Registered User's computer equipment and environment.
7. The Company will not be liable in any way for the interruption, suspension, termination, unavailability or change in the provision of the Service by the Company, deletion or loss of any message or information of the Registered User, cancellation of registration of the Registered User, loss of data or malfunction or damage of equipment caused using the Service, or any other damage incurred by the Registered User due to the Service.
8. Even in cases where a link from the Website to another website or a link from another website to the Website is being provided, the Company will not be liable in any way, irrespective of the reason, for any website other than the Website and information obtained from such websites.
9. The Company will not be liable in any way for any damage incurred by the Registered User due to future revisions of laws, cabinet orders, regulations, orders, notifications, ordinances, guidelines or other restrictions (collectively, the "Laws") or relevant tax systems including consumption tax.
10. Even if the future revisions of the Laws or relevant tax systems including consumption tax apply retroactively and the Registered User consequently suffers any damage, the Company will not be liable in any way for compensating any damage.
11. The Company does not conduct any independent due diligence or substantive review of any blockchain asset, digital currency, cryptocurrency or associated funds and does not give any assurance regarding the price, reliability, or legality of such assets. The Registered User is fully and solely responsible for evaluating its investments and the Company is not liable for any losses incurred by the Registered User.

Article 14 (Dispute Resolution and Compensation for Damage)

1. If the Registered User causes any damage to the Company because of breaching these Terms and Conditions or in relation to the use of the Service,

the Registered User shall compensate such damage incurred by the Company.

2. The Company is not liable in any way for any damage incurred by the Registered User in relation to the Service.
3. Notwithstanding the preceding paragraph or any other provision which exempts the Company from liability for damages, even in cases where the Company is liable for damages against the Registered User pursuant to the application of the Consumer Contract Act in Japan or other reasons, the Company's liability for compensation will be capped at the total amount of service fees that the Company received from the Registered User pertaining to the service, during the past three (3) months retroactively from the time that the cause of damage occurred, or 5,000 yen, whichever is higher, and shall not include any incidental damage, indirect damage, special damage, future damage and lost profits.

Article 15 (Confidentiality)

1. The "Confidential Information" in these Terms and Conditions means all information related to the Company's technology, marketing, business, financial, organizational and other matters provided or disclosed to the Registered User by the Company in writing, verbally or with a recording medium, or which became known to the Registered User, in relation to the Service Agreement or the Service; provided, however, that, (1) information which had been public knowledge, or which had been in one's possession, at the time such information was provided or disclosed from the Company, or became known to the Registered User, (2) information which became public knowledge by way of publication or other means due to reasons that are not attributable to itself after such information was provided or disclosed to the Registered by the Company, or became known to the Registered User, (3) information which was lawfully acquired from a third party duly authorized to provide or disclose such information without having to bear any confidentiality obligation, (4) information which was independently developed without depending on the Confidential Information, and (5) information in which the non-requirement of confidentiality was confirmed

by the Company in writing, shall be excluded from the Confidential Information.

2. The Registered User shall use the Confidential Information only for using the Service, and shall not provide, disclose or divulge the Company's Confidential Information to any third party without obtaining the Company's written approval.
3. Notwithstanding the provisions of the preceding paragraph, the Registered User may disclose the Confidential Information based on laws or orders, demands or requests from the court or government agency; provided, however, that, upon receiving any such order, demand or request, the Registered User shall promptly notify the Company.
4. Any time when requested by the Company, the Registered User shall promptly return or destroy the Confidential Information as well as documents and other recording mediums and all replications thereof indicating or containing the Confidential Information in accordance with instructions of the Company.

Article 16 (Effective Term)

The Service Agreement shall continue to remain in force between the Company and the Registered User from the day that the registration under Article 4 of the Registered User is completed to the day that the registration of such Registered User is cancelled (day that the CryptoGain Account is deleted).

Article 17 (Communication/Notice)

Any inquiry concerning the Service or any communication or notice from the Registered User to the Company, as well as any notice concerning the amendment to these Terms and Conditions and the Individual Terms of Use or any other communication or notice from the Company to the Registered User, shall be made according to the method designated by the Company.

Article 18 (Assignment)

1. Without obtaining the prior written approval of the Company, the Registered User shall not assign, transfer, or otherwise dispose its status under these Terms and Conditions or the rights or obligations under these Terms and Conditions to a third party.
2. If the Company transfers its business related to the Service to another entity, the Company may assign, to the assignee of the business transfer, its status under the Service Agreement, rights and obligations under these Terms and Conditions, and a part or all of the Account Information or any other customer information of the Registered User associated with the business transfer, and it shall be deemed that the Registered User has agreed in advance to such assignment in this paragraph. The business transfer set forth in this paragraph is not limited to an ordinary business transfer, but includes cases of a company split and all other cases where business is transferred.

Article 19 (Severability)

If any provision, or a part of any provision, of these Terms and Conditions is held to be invalid or unenforceable under the Consumer Contract Act in Japan or other laws and the like, the remaining provisions hereof shall remain in full force and effect, and the Company and the Registered User shall make effort to agree to an amendment thereof to the extent necessary to make such invalid or unenforceable provision or part thereof legally operative in order to achieve the same purpose and same legal and economic effect as originally contemplated by such invalid or unenforceable provision or part thereof.

Article 20 (Surviving Provisions)

The provisions of Article 6, Paragraph 3, Article 7 (limited to cases where there is any outstanding debt), Article 10, Paragraph 3, Article 11, Paragraph 2 and Paragraph 3, Article 12 to Article 15, Article 18 to Article 20, and Article 22 shall continue to remain in force even after the termination of the Service Agreement;

provided, however, that Article 15 shall continue to remain in force only for a period of three years after the termination of the Service Agreement.

Article 21 (Dispute Resolution)

Regarding any matters that are not prescribed in these Terms and Conditions or the Individual Terms of Use or if any doubts arise in the interpretation of these Terms and Conditions or the Individual Terms of Use, the Company and the Registered User shall make effort to promptly resolve such matters or doubts upon consultation according to the principle of good faith.

Article 22 (Governing Law and Dispute Resolution)

These Terms and Conditions and the Individual Terms of Use shall be governed by the laws of Japan, and any dispute arising out of or in connection with these Terms and Conditions or the Individual Terms of Use shall be submitted to the exclusive jurisdiction of the Tokyo District Court in the first instance.