

## **MOONFLIGHT TERMS OF USE**

This MoonFlight Terms of Use is entered into between you (hereinafter referred to as "user" or "subscriber" and MoonFlight Operators. By clicking on "I agree," accessing or downloading and using any MoonFlight Services, you agree to be bound by this Terms of Use. You agree that you have read, understood, and have accepted all of the terms and conditions stipulated in this Terms of Use and our Privacy Policy.

You are advised to read these terms carefully; they govern your use and interaction with MoonFlight Services and the MoonFlight Ecosystem. You acknowledge that you accept and agree to be bound by these Terms by accessing, using, or attempting to use MoonFlight Services in any form. Please note that if you do not agree or accept, do not access, use or utilize MoonFlight or her services.

The Terms of Use of the MoonFlight is as follows;

### **A. Definitions of Terms**

1. MoonFlight refers to an ecosystem comprising MoonFlight products and services, including the websites (whose domain names is <https://www.moonflight.oi> but not limited to this domain), mobile applications, clients, every other application that are developed to offer MoonFlight Services, and includes independently-operated platforms, websites, and clients within the ecosystem (e.g., MoonFlight's Open Platform, MoonFlight Launchpad)

In a case where there is any inconsistency between relevant terms of use of the above platforms and the contents of these Terms, the terms of use of the respective applicable platform shall prevail.

2. MoonFlight Operators refer to all parties that run MoonFlight, including but not limited to legal persons, unincorporated organizations, and teams that provide MoonFlight Services and are responsible for such services. For convenience, unless otherwise stated, references to "MoonFlight" and "we" in these Terms shall refer to MoonFlight Operators.

Under these terms, the MoonFlight operators are subject to change as MoonFlight expands or subject to an occurrence that might necessitate such change. In which case, the changed operators shall perform their obligations under these terms, and such modification shall not affect your rights and interests under these terms.

Furthermore, the scope of MoonFlight operators may be expanded due to the provision of new MoonFlight services. In which case, your continued use of MoonFlight services would be deemed as continued agreement on your part to execute these terms with the newly added MoonFlight operators.

3. MoonFlight Services refer to all of the services provided by MoonFlight, based on blockchain technologies and the internet and offered on or via MoonFlight. MoonFlight Services include but are not limited to every component of the MoonFlight ecosystem.

4. MoonFlight Platform Rules refer to all rules, regulations, implementation rules, interpretations, announcements, statements, letters of consent, and all other contents that have been and will be subsequently released by MoonFlight.

5. Users/Subscribers refer to all individuals, institutions, or organizations that access, download or use MoonFlight or MoonFlight Services and meet the criteria and conditions stipulated by MoonFlight.

The use of MoonFlight/ MoonFlight Services is subject to the regulatory rules of the government of the country of the intending user.

6. Digital Currencies refer to encrypted or digital tokens or cryptocurrencies with a specific value based on blockchain and cryptography technologies and are issued and managed in a decentralized form.

## **B. General Provisions**

### **i. Legally Binding & Contractual Relationship**

These Terms constitute a legal agreement and create a binding contract between you and MoonFlight Operators.

## ii. Supplementary Terms

These Terms between you and MoonFlight Operators do not enumerate or cover all rights and obligations of each party. They do not guarantee complete alignment with needs arising from future development. Therefore, the MoonFlight Privacy Policy, MoonFlight platform rules, and all other agreements entered into separately between you and MoonFlight are deemed additional terms and form an integral part of these terms and shall have the same legal effect.

## iii Risk Bearing Clause

By making use of MoonFlight services, you acknowledge and agree that: (1) you are aware of the risks associated with transactions of digital currencies and their derivatives; (2) you shall assume all risks related to the use of MoonFlight services and transactions of digital currencies and their derivatives; and (3) MoonFlight shall not be liable for any such risks or adverse outcomes. In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features.

## iv. Changes to Terms

MoonFlight reserves the right to change or modify these Terms at its discretion at any time. MoonFlight will notify such changes by updating the terms on its website (<https://www.moonflight.oi>) and adjusting the [Last revised] date displayed on this page.

Any modifications or changes to these terms will become effective upon publication on the website or release to users. Therefore, your continued use of MoonFlight services is deemed your acceptance of the modified agreement and rules. If you do not agree to any changes to these terms, you must stop using MoonFlight services immediately. In addition, you are recommended to frequently review these terms to ensure your understanding of the terms and conditions that apply to your access to and use of MoonFlight services.

## v. Prohibition of Use

By accessing and using MoonFlight services, you represent and warrant that your country's regulation does not prohibit the use of MoonFlight services. You have not been included in any trade embargoes or economic sanctions list that prevents MoonFlight or any other prohibition of use. Moreover, MoonFlight reserves the right to choose and decide on markets and jurisdictions to conduct business, and may restrict or refuse, at its discretion, the provision of MoonFlight services in certain countries or regions.

#### vi. Arbitration Clause

All disputes relating to or as a result of any of these terms shall be resolved by arbitration. All claims, disputes, the disagreement shall be resolved by way of legally binding arbitration.

#### vii. Liabilities, Warranties and Indemnity

Although MoonFlight commits to maintain the accuracy of the information provided through MoonFlight Services, MoonFlight cannot and does not guarantee its accuracy, applicability, reliability, integrity, performance, or appropriateness. Nor shall MoonFlight be liable for any loss or damage that may be caused directly or indirectly by your use of these contents.

The information about MoonFlight Services may change without notice, and the primary purpose of providing such information is to help Users make independent decisions. MoonFlight does not offer investment or consulting advice of any kind and is not responsible for using or interpreting information on MoonFlight or any other communication medium. All Users of MoonFlight Services must understand the risks involved in Digital Assets trading and are recommended to exercise prudence and trade responsibly within their capabilities.

### C. MoonFlight Account Registration and Requirements

#### a. Registration

All Users must open a MoonFlight Account before using MoonFlight Services. When you register a MoonFlight Account, you must provide your real name, email address, password and accept these Terms, the Privacy Policy, and other MoonFlight Platform Rules. MoonFlight may refuse, in its discretion, to open a MoonFlight Account for you.

By agreeing to these terms, you agree to provide complete and accurate information when opening a MoonFlight Account. Only one User can be registered at a time. Still, each individual User (including any User that is a business or legal entity) may maintain only one primary account at any given time. Institutional Users (including Users that are businesses and other legal entities) can open one or more subaccounts under the main account with the consent of MoonFlight.

For certain MoonFlight Services, you may be required to set up a special account independent from your MoonFlight Account, based on the provisions of these Terms or the Supplementary Terms. The registration, use, protection, and management of such trading accounts are equally governed by the provisions of these Terms unless stated in these Terms or the Supplementary Terms.

#### b. Eligibility

By registering to use a MoonFlight Account, you represent and warrant that;

(i) as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws;

(ii) as an individual, legal person, or other organization, you have the total legal capacity and sufficient authorizations to enter into these Terms;

(iii) you do not currently have a MoonFlight Account;

(iv) you have not been previously suspended or removed from using MoonFlight Services;

(v) You are not prohibited from the use of MoonFlight services by the regulatory rules of the government of your country;

(vi) You are not prohibited from using MoonFlight services by a trade embargo or economic sanction list.

(vii) If you are acting as an employee or agent of a legal entity and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity;

(viii) your use of MoonFlight Services will not violate any laws and regulations applicable to you, including but not limited to rules on anti-money laundering, anti-corruption, and counter-terrorist financing.

#### c. Account Usage Requirements

The account registrant can only use the MoonFlight Account. MoonFlight reserves the right to suspend, freeze or cancel the use of MoonFlight accounts by persons other than account registrant. If you suspect or become aware of any unauthorized use of your username and password, you should notify MoonFlight immediately. MoonFlight assumes no liability for any loss or damage arising from the use of MoonFlight Account by you or any third party with or without your authorization.

#### d. Account Security

MoonFlight has been committed to maintaining user entrusted funds and has implemented industry-standard protection for MoonFlight Services. However, the actions of individual Users may pose risks. Therefore, you shall agree to treat your access credentials (such as username and password) as confidential information and not disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your MoonFlight Account and personal information.

By creating a MoonFlight Account, you hereby agree that:

- you will notify MoonFlight immediately if you are aware of any unauthorized use of your MoonFlight Account and password or any other violation of security rules;

- you will strictly abide by all mechanisms or procedures of MoonFlight regarding security, authentication, trading, charging, and withdrawal; and

you will take appropriate steps to log out from MoonFlight at the end of each visit.

#### f. Personal Data

Your data will be adequately protected and kept confidential. Still, MoonFlight has the right to collect, process, use or disclose your data under the Terms (including the Privacy Policy) or applicable laws or the applicable contract.

#### D. MoonFlight Services

Upon completing the registration and identity verification for your MoonFlight Account, you may use various MoonFlight Services. MoonFlight, however, reserves the right to prohibit the use of, suspend or refuse the use of MoonFlight services upon breach or non-compliance with these Terms of Use, other supplementary terms, or violation of the MoonFlight Platform Rules.

#### E. Termination of Agreement

##### 1. Suspension of MoonFlight Accounts

You agree that MoonFlight shall have the right to immediately suspend your MoonFlight Account (and any accounts beneficially owned by related entities or affiliates), freeze or lock the Digital Assets or funds in all such accounts, and suspend your access to MoonFlight for any reason, including if MoonFlight suspects any such accounts to violate these Terms, our Privacy Policy, or any applicable laws and regulations. You agree that MoonFlight shall not be liable to you for any permanent or temporary modification of your MoonFlight Account or suspension or termination of your access to all or any portion of MoonFlight Services. MoonFlight shall reserve the right to keep and use the transaction data or other information related to such MoonFlight Accounts.

2. If MoonFlight is informed that any Digital Assets or funds held in your MoonFlight Account are stolen or otherwise are not lawfully possessed by you, MoonFlight may,

but has no obligation to, place an administrative hold on the affected funds and your MoonFlight Account. Suppose MoonFlight does lay down an administrative hold on some or all of your funds or MoonFlight Account. MoonFlight may continue such delay until the dispute has been resolved and evidence of the resolution acceptable to MoonFlight has been provided in a form acceptable to MoonFlight. MoonFlight will not involve itself in any such dispute or the resolution of the conflict. You agree that MoonFlight will have no liability or responsibility for any such hold or for your inability to withdraw Digital Assets or funds or execute trades during the period of any such holding.

I agree to the above terms, having read and understood these terms as guiding my access and use of the MoonFlight platform and ecosystem.

