



## **BITPoint Malaysia service usage general agreement**

### **Article 1 (Purpose of this Agreement)**

- 1 Triangle Top Consulting Sdn Bhd (BITPoint Malaysia, hereinafter referred to as "our company") is responsible for purchasing and selling crypto currency provided by the Company, mediation of trading and other related services related to crypto currency (hereinafter referred to as "the Service"). When you use this service, we will establish the General Terms of Service Use (hereinafter referred to as "this Agreement") as follows.
- 2 The Company may establish transaction terms, regulations, policies and guidelines separately from this agreement for certain types of transactions or services. Regarding such transactions or services, the terms, regulations, rules, policies, guidelines (collectively referred to as "annexed agreements etc.") specified separately apply to this agreement, but this agreement and Regarding the provisions of supplementary clauses that conflict with contradiction, such provision shall be applied in preference to this agreement.

### **Article 2 (Agreement to these Terms and Conditions)**

- 1 The customer shall use the Service in accordance with this Terms and Conditions. You are not able to use this service unless you agree to these terms and conditions effective and irrevocable.
- 2 You are deemed to have validly and irrevocably agreed to this Terms by actually using this Service.
- 3 In the case of using a transaction or service to which the attached clause etc. is applicable, in addition to this agreement, the customer shall use it in accordance with the provisions of the attached clause etc.

### **Article 3 (Changes to these Terms and Conditions)**

- 1 The Company shall be able to modify these Terms and Conditions of Attachment etc. without prior consent of the customer, if we deem it necessary.
- 2 Changes to these Terms and Conditions of Attachment and the like shall be posted

on our website (hereinafter referred to as "our site") or from time to time in a manner separately prescribed by the Company.

- 3 If you change the terms of this agreement or the attached clause etc, the terms of use of this service after the change shall be based on this posted clause or attached annex etc. Changes to these Terms and Conditions of Attachment and the effect as a rule from the time the Company announces the change of these Terms and Conditions or the Annexes.
- 4 If you continue to use this service even after changing this agreement or the attached clause etc., you will assume that you have made effective and irrevocable consent to this posted clause or attached annex. When using this service, from time to time, please refer to the latest terms of this agreement and the attached clause etc. and confirm.

#### Article 4 (Criteria for Establishment of General Account)

- 1 When you make application for using this service, it must satisfy all of the following requirements.

##### (For individual customers)

1. Be at the age of 18 to 65 and be an acting person at the beginning of trading (at the time of opening account).
2. You live in Malaysia.
3. When using this service, agree to the terms of this agreement and the attached clause.
4. Be able to operate the personal computer yourself.
5. Register usable e-mail address in our company and use only for the customer himself unless there is a special reason.
6. You have an account in the name of the customer in a bank in Malaysia.
7. The Internet use environment recommended by the Company is in place.
8. Register the telephone number and email address that can be contacted in case of emergency in our company.
9. Submit documents including identification documents that we ask for submission and register accurate information about you with us.
10. To ensure that you are not a member of antisocial forces and that you do not



have any relationships with antisocial forces through a form prescribed by our company.

11. Others requirements specified by the Company

(For corporate customers)

1. The corporation must be based in Malaysia and that it can be confirmed by the certificate of all history items issued by the Companies Commission of Malaysia (CCM).
  2. When using this service, you must agree to the terms of this agreement and the attached clause.
  3. You must have an account in the customer's name in a bank in Malaysia.
  4. You must have the internet use environment recommended by our company.
  5. Register the phone number and e-mail address that can be contacted in case of emergency in our company.
  6. Submit documents including identification documents that we ask for submission and register accurate information about customers.
  7. To ensure that you are not a member of antisocial forces and that you do not have any relationships with antisocial forces through a form prescribed by our company.
  8. It is important that transactions using this service do not violate laws and regulations, other regulations, customer's articles of incorporation or other internal regulations, the legal procedures necessary for transactions made using this service, have a system for compliance with procedures.
  9. Other requirements of the Company shall be met.
- 2 After accepting an application for opening an account from the customer at our company, we will conduct a prescribed judgment on the possibility of opening an account. As a result of the review, we may refuse to open an account, but we will not disclose the reasons.

[Article 5 \(Registration · refusal to open an account etc.\)](#)

- 1 If the customer who applied for the use of this service falls under any of the reasons specified in the following items, we may reserve or refuse service use registration and account opening in our company.



1. When we judge that there is a risk of violating this agreement or the attached clause etc
  2. In case of falsehood, error or omission in all or part of the information of customers is provided to us
  3. In the case that the application procedure for the use of this service is not done as specified by our company.
  4. When there was a problem in transactions with us or our affiliates in the past
  5. In the case you have violated the Terms of Service, Contracts, etc. about the services offered by us in the past and have been withdrawn or canceled for registration etc.
  6. In the case that it is either a minor, an adult ward, a curated person or an assistant.
  7. Anti-social forces etc. (meaning anti-social forces or equivalent persons such as organized crime groups, organized crime groups members, right-wing organizations, etc., the same shall apply hereinafter), or through antisocial forces etc. In cases where we have determined that we are engaged in some sort of interaction or involvement with antisocial forces, such as cooperation or involvement in maintenance, operation or management
  8. In addition, when we judge that customer's use of service registration or opening of account is not appropriate.
- 2 Even if the customer is reserved or refused to register a service or opening an account, the Company is not obliged to disclose or explain the reasons and the customer shall not object to it.

**Article 6 (Registration information etc.)**

- 1 When registering information on customers themselves or notifying the Company when using this service, the customer shall provide the Company with truth, accurate and complete information. Also, we will update it to always be the latest information.
- 2 In the event that there is a change in the registered information on the customer notified to the Company, the customer shall promptly notify the Company of such change by the prescribed method.

- 3 When we receive notification of change of registered information from customers, registration contents shall be changed according to said notification.
- 4 We are not responsible for any inconvenience caused by customer's inaction due to omission, delay, etc. of notification concerning change of registered information.
- 5 When we use this service, we may confirm the transaction time confirmation etc. stipulated by laws and regulations. In this case, the customer shall respond to such confirmation, and if not accepted, you may not be able to use all or part of this service.

#### Article 7 (transaction account)

- 1 When registering a password for use of this service, you shall strictly manage it by your own responsibility so as not to be illegally used by a third party.
- 2 The trading account of this service belongs only to the granted customers. All rights to use in this service of the customer is not able to be lent, transferred or succeeded to a third party, or put in placement etc. by using them in collaboration with a third party.
- 3 The Company may regard any acts performed using the transaction account as an act of the customer himself who is granted the transaction account.
- 4 The customer assumes the responsibility for damages due to insufficient management of transaction accounts or passwords, errors in use, used by third parties, etc., and we assume no responsibility.
- 5 In the event that you acknowledge that your own transaction account has been used or is likely to be used by a third party, you immediately notify us and follow our instructions.
- 6 We may suspend or delete the transaction account without notifying the customer in advance if the customer acknowledges that you may violate this Terms and Conditions.
- 7 All use rights in the Customer's Service shall be extinguished when the transaction



account is deleted, regardless of the reason. In principle, even if the customer mistakenly deleted the transaction account, we are not able to restore the transaction account in principle.

#### Article 8 (Fee and Payment Method)

In using the Service, the customer must pay the Company the fee specified separately by the way the company prescribes.

#### Article 9 (Use of this service)

- 1 The customer and the Company must comply with related laws and other regulations when using or providing this service.
- 2 In using this service, the customer must prepare necessary computers, mobile phones, communication equipment, software programs, communication means, electric power, etc. at customer's expense and responsibility.
- 3 The Company must be able to change the contents of all or part of this service at any time without notice to the customer in advance and cancel the provision thereof when we deem it necessary.
- 4 The transaction price at the time the customer sells or purchases the crypto currency in the service is determined by the closing process and the Company assumes any responsibility as far as there is no intentional or gross negligence with respect to the transaction price not. In addition, you agree in advance that you are not able to withdraw the order of the transaction that you have closed once.
- 5 In the event that the Company determines that the transactions that you use by using this service exceeds the predetermined standards, you may be restricted to use of this service. You shall not dispute about such usage restrictions.

#### Article 10 (Service of alliance partners)

This service may include services or contents provided by other businesses affiliated with the Company. The responsibility for such service or content is borne by the business operator providing this. In addition, the terms of service or other conditions specified by



the service provider providing the service or contents may be applied to such services or contents.

#### Article 11 (Outsourced operations)

The Company may consign a part of its work to external business partners that tie up. The ultimate responsibility for such consignment work will be borne by the Company that entrusts such work. There are the following businesses that we entrust to external business operators.

- Operations related to the development, operation and maintenance of information systems
- Customer support service as customer center

#### Article 12 (Customer's Responsibility)

- 1 Customers shall use this service at the customer's own risk and must take all responsibility for all acts performed in this service and the result thereof.
- 2 Customers understand that there are various risks (including but not limited to price fluctuation risk, loss occurrence risk, transaction restriction risk, etc.) concerning transactions using this service. We will engage in transactions at your discretion and responsibility.
- 3 If we find that you are using this service in violation of these Terms and Conditions of Carriage, etc., and we are able to take necessary or appropriate measure. However, we are not obliged to prevent or correct such violation.
- 4 Customers must take responsibilities to compensate for damage, if we suffer any damage directly or indirectly for customers use our service (including the case the Company receives a complaint caused by the use of the Service by a third party)

#### Article 13 (Prohibited act)

- 1 In using the Service, you must not do any of the following items.
  1. Using fictitious name, impersonating a third person, possessing multiple trading accounts.



2. Acts that violate property rights, honor, privacy, other rights, interests of the Company, other users of the Service, or other third parties.
3. The act of tampering or deleting data provided by the Company to users that can be obtained or used in this service.
4. Acts of delivering false information intentionally.
5. Acts of using our company name, trademark or service mark without our permission.
6. The act of illegally manipulating this service by using the act of interfering with the server or network system related to this service, BOT, cheat tool, or other technical means and the act of intentionally using the fault of this service. Acts that make inappropriate inquiries or requests to the Company, other acts that interfere with the operation of the Service by the Company or use of the Service by other users and interfere with these.
7. The act of sending information including computer viruses and other harmful computer programs (including guiding acts to phishing sites that will fraud information).
8. Grant of benefit to antisocial forces and other cooperative acts.
9. Criminal acts or acts related thereto or acts contrary to public order and morals.
10. Other acts that we deem inappropriate.

- 2 In the case that the Company determines that the customer's action falls under any of the items of the preceding paragraph, we suspend all or part of the said violation without notifying the customer in advance. We are able to suspend or delete the transaction account etc. or any measures to eliminate such violation shall be taken. We are not responsible for any damage caused to the customer based on the measures taken by the Company under this section.

#### [Article 14 \(Information provided by this service\)](#)

- 1 Customers shall use information obtained from the Company for only your trading. And customers must not use these information to provide information to third parties, use for business purpose, change detail of information, redeliver etc. It shall not be used for purposes other than customers' private using.
- 2 The Company will make every effort to ensure the accuracy and completeness of



information provided to customers, but we do not disclose information regarding the accuracy, completeness, freshness, reliability or suitability for specific purposes, etc. We will not assume any responsibility for any damage caused by using the information provided by the customer without any warranty.

#### Article 15 (suspension of this service etc.)

- 1 In the following cases, the Company shall be able to suspend the use of this service in whole or in part without notifying the customer in advance.
  1. In the case of periodic or urgent inspection, or maintenance of the service facility
  2. When the normal operation of this service is not able to be performed due to force majeure such as fire, power outage, communication failure or natural disasters, etc.
  3. In the case this service is not able to be provided due to war, disturbance, riot or labor dispute etc.
  4. In the case the service is not able to be provided due to amendment of laws, orders of the court, or orders of regulatory agencies.
  5. In the case the Company determines that temporary suspension or interruption of this service is necessary for operational or technical reasons.
- 2 We are not liable for any damages caused by the suspension or interruption of this service due to the failure of the customer to use the service.

#### Article 16 (Warranty and Exemption from Disclaimer)

- 1 We do not guarantee any value, function, purpose and using of crypto currency, including sales transactions of crypto currency and other related services, which are carried out using this service. We have absolutely no responsibility for these including responsibility of implied warranty.
- 2 The Company provides the place to purchase and sell crypto currencies for customers and we do not assume any obligation or responsibility to establish customer orders. Therefore, even if the customer's order is not completed or there is a reason to prevent the establishment or validity of the contract such as invalidation or cancellation etc. in the sales contract between customers, we do not assume any responsibility to

customers unless there is our deliberate fault or serious negligence.

- 3 Even if a link from our site to another website or a link to our site from another website is done, we will not disclose information on the website other than our site and the information obtained from it, we are not aware of its contents and safety etc. We do not assume any responsibility for it.
- 4 In the event that illegal use by the third party, unauthorized access to the system for operating this service and system failure are detected, we are able to cancel the contract of the crypto currency in this service or suspend the provision of this service. In doing so, we do not take any responsibility for customers' damage incurred by the cancellation of such agreement, interruption or suspension of this service.
- 5 The Company shall not be liable for any damages or losses arising out of the use of the crypto currency or any regulations, rules, guidelines or other regulations concerning the crypto currency and this service (including the case that amendment of laws and tax regulations is adopted for going back in the past or not only this), we do not assume any responsibility even if the customer suffered damages due to the fact that it is not limited to this.
- 6 The Company shall not take any responsibility for customers' disadvantage or damage when you use this service.
- 7 In order to use this service, you need to access the internet. You also need to prepare the necessary equipment, software or communication tools for your own responsibility and cost but we will not be involved to the way to access or preparation at all. In addition, even if your internet environment is under our recommendation, we will not guarantee operation of regarding equipment, facility or software. In addition, we will not take any responsibility, even if a contract is executed or not executed due to problems, illegitimate use, handling of computers, phones and other terminal equipment and communication lines used by customers.

**[Article 17 \(Benefit loss of term or cancellation, etc.\)](#)**

- 1 If any of the reasons listed below occurs, the customer lose benefit loss of term related any transactions by using this service and out of the use of this service without any

notice from us.

And you have the obligation to pay a debt by the next business day.

1. It is found that a false declaration or notification was made at the time of application for opening an account or afterwards.
  2. Cancellation or bankruptcy of payment, commencement of corporate reorganization proceedings, commencement of civil rehabilitation proceedings, commencement of special liquidation proceedings or other cases of similar bankruptcy proceedings are applied.
  3. You receive a transaction suspension from the clearing house.
  4. In the case an order or notice of provisional seizure, conservative seizure or seizure about any of the claims related to transactions made by the customer using this service or any other claim has been sent.
  5. The Company judged that the location of the customer is unknown such as neglecting notification of change of address, or it is impossible for the company to contact you by telephone etc. attributable to the customers' responsibility.
  6. When the Company confirms that he / she received condemnation of death or a disappearance
  7. We confirm that it is extremely difficult or impossible that you continue to use of this service due to a severe decline in physical and mental functions.
- 2 If any of the reasons listed below occurs, the customer lose benefit loss of term related any transactions by using this service and out of the use of this service as request by the Company.

And you have the obligation to pay a debt by the next business day.

1. You delay to pay a part of any obligations debt relating to the transaction of the customer using the service or the service using the service, or any other obligation.
  2. The Company determines that it falls under any of the items of the preceding paragraph.
  3. Beside the preceding two items, when a reasonable cause requiring loan conservation arises, the Company deems you are inappropriate to continue the transaction.
- 3 If any of the reasons listed in each item of paragraph 1 or each item of paragraph 2



or the reasons listed below arise for the customer, the Company shall notify suspend you to use this service, cancel your account registration, and cancel the contract concerning this service.

1. There is a serious breach of any provision of this agreement or the attached clause etc.
2. It becomes clear that the customer's transaction account has been established under the name of another person or fictional name or it becomes clear that it was opened without regard to the intention of the original holder (if there is an offer by the Company for theft by name, if the damage is reported concerning the theft of the name is submitted to the police or it is not limited to these).
3. Assignment, placement or other disposition of a claim pertaining to a transaction that the customer made for using this service or a contract made on the service or the transaction made for using this service, are done.
4. The Company determines that the customer's transaction account is used for against the laws, ordinances, public order and morals.
5. In spite of the fact that the Company has requested the time to comply with the identity confirmation of the account holder (including stipulated in Article 6, paragraph 5, but not limited to confirmation at the time of transaction etc.), customers do not response to this.
6. Customers use this service in a purpose or manner that could cause damage to our company, other users or other third parties.
7. Customers attempt to obstruct or interfere with the normal operation of this service regardless of means.
8. The Company determines that it will interfere with maintaining the appropriate environment for transactions performed using this service.
9. You become a non-resident in Malaysia and have no chance of returning to a resident in Malaysia.
10. Those who have not passed five years from the time of being a gang member, those who are bribery members, those who have relationships that violence members are deemed to have control over the management, a member of organized crime groups, a person who has a relationship deemed to be substantially involved, a person providing funds to organized crime group members, etc.
11. In the event that the Company determines that customers conduct transactions due to improper acts, such as the use of internet vulnerability or the disruption

of the crypto currency trading market, etc. Or we judge that customers lose the trust relationship between the customer and the Company.

12. Customers do not agree with this agreement and the changes in this agreement.
  13. In addition to the cases set forth in the preceding items, the Company determines that customers are not appropriate to continue using this service.
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- 4 In cases the Company suffered damages due to customer's acts prescribed in each item of the preceding paragraph, the customer is liable to compensate for the damage.
  - 5 The Company shall take no responsibility for any customers' damage caused by the measures taken by the Company under this agreement.

#### Article 18 (Closing account, restricting or stopping trading)

- 1 The Company shall be able to close the account when it is judged that the customer himself is not able to conduct the transaction, such as when the customer is arrested or detained, so the customer will not be able to object to it.  
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- 2 If you wish to resume trading at a closed account, we will confirm that you meet the criteria to open an account.
- 3 If the Company determines that you fall under any of the items of Article 16, paragraph 3, or if the Company determines that you do an inappropriate operation or transaction such as falling under any of the following items, we shall be able to restrict or suspend your new transactions and you will not be able to dispute this.
  1. The act of giving a heavy load to the system for operating this service
  2. Acts of repeating deposits and withdrawals not related to transactions
  3. Excessive transactions for your assets and investment experience
  4. The act of repeatedly placing orders at intervals of several seconds
  5. When filing a lawsuit against a transaction to be performed using the Service from a customer, a petition for mediation or petition for interlocutory dispute settlement, etc., and for the same reason as those subject to the dispute, or when there is a possibility that conflict and loss will expand if customers continue trading



#### [Article 19 \(Personal Information\)](#)

We will handle personal information about you as appropriate based on the "Privacy Policy" posted on our website.

#### [Article 20 \(Copyright\)](#)

- 1 Content, information, photographs and other copyrighted material provided on our website or this service belong to the Company, the author or copyright owner.
- 2 Customers must not conduct acts to violate copyrights, trademark rights, etc., such as copying, diversion, public transmission, assignment, adaptation and translation of our copyrighted work.

#### [Article 21 \(Notes on download etc.\)](#)

- 1 In the case of downloading or installing data files or software, etc. from our website to the customer's computer to use this service, customers must pay enough attention not to terminate or modify the information held by the customer or not to get malfunction, damage of equipment or computers.
- 2 The Company shall not take any responsibility for any loss of information or malfunction of the equipment by downloading or installing data files or software provided by the Company.

#### [Article 22 \(Governing law and jurisdiction by agreement\)](#)

- 1 These Terms and Conditions, and attached agreement are interpreted in accordance with the laws of Malaysia.

#### [Article 23 \(Cooling-off\)](#)

Customers are not able to use cooling-off on transactions of crypto currency for using this service.

#### [Article 24 \(Possibilities of separation\)](#)

Even if a part of the terms, provisions established in this agreement or the attached clause are judged to be illegal or invalid, other terms or provisions are surely effective.



It shall work maximum effect within the governing law.

**【Established 17, May, 2018】**